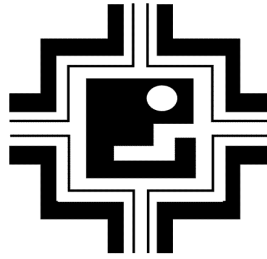


JAIPUR DEVELOPMENT AUTHORITY, JAIPUR



Tender Document

For

Rate Contract for preparation of DPR (Detailed project report) for Technical clearance, Technical sanction estimate and preparation of tender document & including required survey and design for water supply scheme in JDA Jurisdiction under EE PHE-I/II/III JDA Jaipur.

NIB No. 12/2017-18

Due Date : 22.02.2018

Estimated Cost: 20.00 lacs

**Executive Engineer (PHE-I)
Jaipur Development Authority
Jaipur**

जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल, जवाहर लाल नेहरू मार्ग, जयपुर-302004

क्रमांक जविप्रा/अधि.अभि. (पीएचई- I)/2017-18/D-36

दिनांक: 16.01.2018

निविदा सूचना

निविदा सूचना सं० अधि. अभि. (पीएचई- I) / 12 / 2017-18

जयपुर विकास प्राधिकरण द्वारा “Rate Contract for preparation of DPR (Detailed project report) for Technical clearance, Technical sanction estimate and preparation of tender document & including required survey and design for water supply scheme in JDA Jurisdiction under EE PHE-I/II/III JDA Jaipur” जिसकी अनुमानित लागत रु 20,00,000.00 के लिए ऑनलाईन बिड्स दिनांक 22.02.2018 को सायं 6:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथी 22.02.2018 को सायं 6:00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in पर देखा जा सकता है।

निविदा में भाग लेने वालों को निम्न शर्तों की पूर्ति करनी होगी।

1. निविदा दाता जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शुल्क, अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदा दाताओं का राजस्थान सरकार के ई-प्राक्क्यूमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशायी अभियंता (पीएचई- I)
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. 135, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 Telephone:
+91-141-2569696 E.mail: zephe1jda@yahoo.in

No: - JDA/EE/PHE-I/2017-18/D- 36

Dated: 16.01.2018

NOTICE INVITING BID

NIB No. : JDA/EE (PHE-I)/12/2017-18

Online Bids are invited up-to 6.00 PM of 22.02.2018 for “**Rate Contract for preparation of DPR (Detailed project report) for Technical clearance, Technical sanction estimate and preparation of tender document & including required survey and design for water supply scheme in JDA Jurisdiction under EE PHE-I/II/III JDA Jaipur.**”

Estimated cost of 20,00,000/-. The last date for Applying Bid and making online payment on JDA portal is up-to 6.00 PM of 22.02.2018. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in, For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

(Mukesh Kumar Meena)
Executive Engineer (PHE-I)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY

Room No. 135, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 E.mail: zepheljda@yahoo.in

Bid No: - JDA/EE/PHE-I/2017-18/D-36

Dated: 16.01.2018

NOTICE INVITING BID

NIB No. : JDA/EE(PHE-I)/12/2017-18

Name & Address of the Procuring Entity	➤ Name: Executive Engineer (PHE-I), Jaipur Development Authority Address: Room No. 135, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 E.mail: zepheljda@yahoo.in
Subject Matter of Procurement	➤ Rate Contract for preparation of DPR (Detailed project report) for Technical clearance, Technical sanction estimate and preparation of tender document & including required survey and design for water supply scheme in JDA Jurisdiction under EE PHE-I/II/III JDA Jaipur. ➤ Job No. : 098/2015-16
Bid Procedure	➤ Single Stage Tender (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application participation and payment *	➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. ○ Bidding document fee: Rs. 250/- Rupees (Two Hundred Fifty Only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 20,00,000/- (Rupees Twenty Lacs Only)
Bid Security Deposit	➤ Amount (INR) : 2% (Rs. 40,000/-) of Estimated Procurement Cost, 0.5% (10,000/-) of S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. (* 2% for Bidder who is A and AA class contractor registered in other Government Department/ 0.5% for Bidder registered as contractor AA, A,B,C in JDA) ➤ Micro Small Medium Enterprise Situated in Rajasthan Tender Fee 50% EMD Value 0.5% ➤ In case of Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Date/Time/Place of Pre-Bid	➤ NA
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 23.01.2018 at 9.30 AM ➤ End Date: 22.02.2018 at 06.00 PM ➤ In case EMD in from BG Original Bank Guarantee is to be submitted in Room No MB-SF-225A (Room No. of DD (E&B) of Main Building, Jaipur Development Authority by 23.02.2018 10.00AM to 27.02.2018 upto 5.00 PM
Bid Submission on e-Procurement Portal of GOR	➤ Start Date: 23.01.2018 at 9.30 AM ➤ End Date: 22.02.2018 at 06.00 PM

Date/Time/Place of Technical Bid Opening	➤ 28.02.2018 at 03.00 PM
Date/ Time/ Place of Financial Bid Opening	➤ Will be intimated later to the Technically qualified bidders in case of Two Bid
Bid Validity	➤ 120 days from the bid submission deadline
Completion period of work	➤ 24 Months

* Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL processing fee online through JDA Portal. The bid security options available in tender for participants are as mentioned below:

A. Payment Options:

Option-1: Bank Guarantee (BG) against EMD / Bid Security

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.

B. Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

Note:

1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTTPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTTP Act 2012 and Rules thereto, the later shall prevail.

(Mukesh Kumar Meena)
Executive Engineer (PHE-I)
JDA, Jaipur

Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal www.jaipurjda.org.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jaipurjda.org (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years).
For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

- Online through Internet Banking, Debit Card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS / NEFT / Transfer in Bank Account Number **675401700586** IFSC Code **ICIC0006754** of ICICI BANK Limited, JDA Campus Jaipur.

In case of RTGS / NEFT / Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR / Reference number from the bank. This number requires to be updated while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per **Annexure-4**. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jaipurjda.org under [eServices](#)>>JDA Tender

Section A-1

Instructions to Bidders

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SHEDULE AND SPECIFICATIONS

1. Name of work:- Rate Contract for preparation of DPR (Detailed project report) for Technical clearance, Technical sanction estimate and preparation of tender document & including required survey and design for water supply scheme in JDA Jurisdiction under EE PHE-I/II/III, JDA, Jaipur
2. NIB No. :- E.E.(PHE-I)/12/2017-18
3. Estimated Cost :- Rs. 20.00 Lacs
4. Cost of the tender documents :- Rs 250/-
5. Earnest Money :- Rs. @ 1/2% Rs. 10,000.00
(For Contractors Enlisted in JDA, Jaipur)
:- Rs. @ 2 % Rs. 40,000.00
(For contractors enlisted in A/AA class category in any Govt. Department)
6. Sale of tender documents :- 23.01.2018 to 22.02.2018 (upto 6.00 P.M.)
7. Date & Time of opening tenders :- 28.02.2018 at 3.00 P.M.
8. Completion period of work :- 24 Months.

SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :

The tenderer should see the site and fully understand the condition of the site before tendering and include all lead, lifts etc. for the material in his item rate /percentage to be quoted on the rates as given in the 'G' Schedule. The work shall be carried out in accordance with the Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer-In charge of the work.

SCHEDULE 'B' : LIST OF THE DRAWING TO BE SUPPLIED BY THE DEPARTMENT:

The drawings may also be seen in the office of undersigned.

SCHEDULE 'C' : LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:

List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after depositing necessary cost within JDA.

SCHEDULE 'D' : TEST OF THE MATERIALS :

The test of the material and workmanship shall be conducted by the JDA staff as necessary, The result of such tests should confirm to the standard laid down in the Indian standards and or the standards laid down in the detailed specification of the Public Works department, Proper quality control is required to be maintained by the contractor qualified personnel as required under the contractor enlistments rules duly approved by the department shall have to be engaged at site by the contractor. The department reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

SCHEDULE 'E' : SAMPLES OF THE MATERIALS :

The samples of the material to be used by the contractor shall be deposited 15 days in advance with the Engineer In charge and be got approved by him before use.

SCHEDULE 'F' : TIME OF COMPLETION :

The work should start within Ten days of issue of work order and complete within **24 months**.

SCHEDULE 'G' : ATTACHED SEPARATELY BASED ON JDA BSR PHE SEWER 2010-11/Non BSR Items

SCHEDULE 'H' :: ATTACHED SEPARATELY.

SCHEDULE 'I' : SPECIAL TERMS & CONDITION: ATTACHED SEPARATELY.

Annexure A : Compliance with the code of Integrity and No Conflict of Interest

Annexure B : Declaration by the Bidder regarding Qualifications

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

SIGNATURE OF CONTRACTOR
with full address & Mobile No. :

EXECUTIVE ENGINEER (PHE-I)
Jaipur Development Authority,
Jaipur

Section A-2

General Conditions of Contract

**(Appendix XI of PWF & AR. Govt. of Rajasthan
effective up to date shall be applicable)**

Section A-3

Special Conditions of Contract

SPECIAL TERMS AND CONDITIONS**Terms & Conditions of the Tender**

- 1- Joint Venture is not allowed. Only firms, that are having their own set up in all respects are allowed to bid.
- 2- Firm should not be black listed in last five years by any Government Department.
- 3- Payment of work shall be paid in the following manner according to approved rate for this work

S. NO	Stage of Payment	Time limit	Percentage (%)
1	On submission of DPR document.	30 days (from issue of work order)	20
2	On submission approved Technical clearance from PHED Jaipur.	60 days (from issue of work order)	20
3	On submission of Final Technical sanction estimate with drawing/design complete.	75 days (from issue of work order)	20
4	On submission of Tender document	90 days (from issue of work order)	20
5	On approval of Tender document		20
		Total	100

- 4- Consultant has to provide all necessary drawings and designs required for approval & Execution. .
- 5- All designs and drawings should be detailed to required degree for smooth execution of work as required by the Engineering Staff of JDA.
- 6- Consultant has to provide modified / changed design & drawing free of cost if required by Engineer-in-charge as per site condition.
- 7- In case department feels that the performance of consultant is slow/not as per desired standard. JDA shall have full rights to award the work to any of the consultant fulfilling the requirement.
- 8- Consultant has to deploy adequate resources to complete the work within time as mentioned in the work order. The decision of time frame shall be at the sole discretion of JDA & Consultant has to abide by it.
- 9- Work order shall be issued separately for each work / Project to the successful bidder/s.
- 10- JDA will be free to allot the parallel work to any of the willing tenderers on the above-approved rates as and when considered necessary.

- 11- The amount of contingency, lumpsum provision for new electric connection Railway/Highway Crossing charge shall not be considered for payment toward project/DPR cost.
- 12- Above quoted rates are inclusive of all taxes levied by state / central govt.
- 13- Rates quoted by bidder shall be fix/firm. No price escalation is payable.
- 14- Design for Road/Rail Line/Oil pipe line crossing : In DPR location of various Road network/Rail line or Oil pipe line is to be mentioned. So that suitable provision in tender document may be done for such crossings.
- 15- SD will be deducted @ 5% in each running bill. SD will be refunded after 3 months of completion of work (i.e. after approval of tender documents stage of payment 5) or passing of final bill whichever is later.

Forfeiture of Performance Security -

- 16-In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 5 days' time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defects rectified at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee action under enlistment rules and clauses of agreement etc. shall also be taken against the contracting agency by the competent authority.
- 17- Force Majeure The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contracting agency.

**Signature of Contractor
with full address & Mobile No.**

**Executive Engineer (PHE-I)
JDA, Jaipur**

Section A-4

Scope of work and Specifications of Work

**Scope of work:- Preparation of Water supply scheme for DPR (Detailed Project Report),
Technical approval from PHED / Technical sanction and Tender document.**

- (1) Hydrogeological investigation Source of water supply for all the projects, being developed by Jaipur Development Authority is ground water. Necessary data collection regarding the existing sources of water supply in and around the project area is required to be done along with necessary hydrogeological investigations to make recommendation regarding the feasibility of Tube wells and expected yield on sustained basis.

- (2) **Preparation of Proposals for Technical approval from PHED / Technical sanction**

- (i.) **Water Demand Assessment**

Assessment of water demand based on the provisions of CPHEEO manual and PHED practice & looking to the land use proposed in the project. The demand shall also be projected in different years considering growth of population in similar colonies developed by Jaipur Development Authority.

- (ii) **Design of Rising Mains & Distribution System**

- Design of rising mains based on techno economic consideration and selection of pipe material.
- Design of Distribution system by computer simulation.

- (iii) **Topographical Survey**

Topographical survey is to be conducted for the entire scheme area with the following objectives -

- To shift bench mark from nearest G.T.S. bench mark or permanent bench mark whose value is accurate.
- To determine levels of all junction points of distribution system.
- To prepare L-section along the alignment of rising mains.
- To prepare contour plan of the area covered and that of the campus.
- Map shall be provided by JDA.

- (iv) **Soil Investigation**

- a. Determination of SBC of soil through standard penetration test.
- b. Appropriate number of bore logs to determine nature of soil excavation to be encountered.

- (v) **Design for storage capacities**

Optimum design for storage capacity of ground level and elevated reservoirs based on mass balance analysis.

- (vi) **Design of Pumping Machinery**

- For Tube wells
- For clear water pumping. Duty conditions and type of pump shall be designed for the tube wells and for the clear water pumping for CWR & SR.

- (vii) **Design for chlorination**

Appropriate type & capacity of chlorinator shall be designed and recommended.

(viii) **Planning & design** of the Pump House Building, Office building, Maintenance staff quarters. Appropriate planning shall be done for these buildings in accordance to the general site requirement and norms of PHED/JDA.

(ix) **Preparation of Drawings**

- (a) Digitized layout plan of the colony being developed on scales as desired by Engineer-in-Charged showing rising mains, water supply distribution net work and other features of water supply in appropriate colonies.
- (b) Layout plan of the water works campus showing various units, their set backs, lay out of pipe line, valve chambers, water meter etc.
- (c) Detailed general arrangement Drawings (GAD) for elevator reservoir showing sectional elevations, plan details of piping and other accessories. The general arrangement drawing should also show minimum thickness and detailed specifications for different components and accessories and detailed specifications for different components and accessories.
- (d) Detailed drawing for the clear water reservoir showing:-
- Shape & minimum/maximum depth below ground and maximum water column.
 - Inlet/out let arrangements
 - Stair case
 - Ventilator
 - Sump
- (e) Campus development plan showing internal road electrification, drainage, horticulture etc.
- (f) Detailed drawings of valve chambers.
- (g) Drawings showing demarcation of thrust block.
- (h) L-Section of rising mains showing location of valves and accessories.

(x) **Detailed quantity estimates for the following**

- Source of water supply
- For rising main and distribution system.
- For all civil works.
- Campus development work.

(xi) **Tender Document**

Preparation of complete set of tender documents in appropriate package of works. The tender document shall comprise of all necessary data such as General Terms & condition, Special Terms & Conditions related to the work, Working Drawings, G-Schedule. In case of tender costing

Rs. 3.0 Crores or more the tender document shall be prepared in two parts i.e.

- a. Technical Bid and
- b. Financial Bid.

Signature of bidder

Executive Engineer (PHE-I)
Jaipur Development Authority,
Jaipur

Section A-5

Annexure

Annexure A : Compliance with the code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit the misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest :-

The Bidder participating in a bidding process must not have a Conflict of interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. Have controlling partners/shareholders in common ; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purposes of the Bid; or
 - d. Have a relationship with each other; directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B :**Declaration by the Bidder regarding Qualifications****Declaration by the Bidder**

In relation to my/our Bid submitted to for procurement of in response to their Notice inviting Bids No.Dated I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that :

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement Contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date _____ :
Signature of bidder _____
Place :

Name :
Designation :
Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Superintending Engineer (PHE), JDA, Jaipur.

The designation and address of the Second Appellate Authority is Addl. Chief Engineer-I, JDA, Jaipur.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely :-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies there of relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1

[See Rule 83]

**Memorandum of Appeal under the Rajasthan
Transparency in Public Procurement Act, 2012**

Appeal No. of Before the
..... (First/Second Appellate Authority)

1. Particulars of appellant :
 - (i) Name of the appellant :
 - (ii) Official address, if any :
 - (iii) Residential address :
2. Name and address of the respondent (s) :
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal :
6. Grounds of appeal :
(Supported by an affidavit)
7. Prayer :

Place

Date

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected ; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change

in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

- (i) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

**Signature of Contractor
with full address & Mobile No.**

**Executive Engineer (PHE-I)
JDA, Jaipur**

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level/cost?
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
05. Tax exemption/ Tax liabilities if any shall be applicable as per prevailing government rule and bidder has to consider this while quoting the rates.
06. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
07. Whenever any claim against the contractor for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
08. The rate quoted by the contractor shall remain valid for a period of 120 days from the date of opening of the tenders.
09. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
10. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
11. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
12. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has to be put to retendering, he shall stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
13. Rules regarding enlistment of contractors provide that work ;upto five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
14. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-Incharge in writing. Failing which, such material shall be removed by the Engineer-Incharge at risk and the contractor after expiry of 3 days period.
15. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
16. The rates provided in tender documents are inclusive of all Taxes royalty.

17. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
18. Undersigned has full right to reject any or all tenders without given any reasons.
19. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
20. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
21. The tenderer are required to submit copy of their enlistment as contractor.
22. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
23. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
24. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES 2013 shall be applicable.

**Signature of Contractor
with full address & Mobile No.**

**Executive Engineer (PHE-I)
JDA, Jaipur**

ANNEXURE- I
[Reference Clause 3(i)]

Signed
Photograph of
Applicant

To be given on Non-Judicial stamp
Paper of Rs. 10/- only,

AFFIDAVIT

**I/We..... Proprietor/
Partner/ Authorized signatory of M/s
..... under take the oath that
the information furnished by me/us of the assessment
Bid for
.....
..... is correct to the best of my/our knowledge and
nothing has been concealed by me. I acknowledge that
if in future any information furnished by me is found
incorrect I will be solely responsible and shall be
punished as per the law and also any benefits in any
form obtained by me shall be recoverable.**

.....
Proprietor/ Partner/ Authorized signatory
M/s

Note:-

The applicant has to enclose a self attested photo identity card with the above affidavit.

ANNEXURE- II**Bank Guarantee Performa for Bid security deposite**Form of (Bank Guarantee) -En cashable at branch of the bank in Jaipur City.

To
Secretary,
Jaipur Development Authority,
Jaipur

Sub:

Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of _____ [Name of the Bidder] against the Security Deposit for the work of **“Rate Contract for preparation of DPR (Detailed project report) for Technical clearance, Technical sanction estimate and preparation of tender document & including required survey and design for water supply scheme in JDA Jurisdiction under EE PHE-I JDA Jaipur”**

WHEREAS, _____ [name of Bidder with address] (hereinafter called “the Bidder”) has submitted his Bid dated for the work of **“Rate Contract for preparation of DPR (Detailed project report) for Technical clearance, Technical sanction estimate and preparation of tender document & including required survey and design for water supply scheme in JDA Jurisdiction under EE PHE-I JDA Jaipur”** (Hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that we _____
_____ (Name of Bank) of having our registered office at
_____ [name of country] having our registered office at
_____ (hereinafter called “the Bank”) are bound unto Secretary, Jaipur Development Authority. (Hereinafter called “the Employer”) in the sum of Rupees _____ **[Amount of Security in figures]** _____ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

That on demand of JDA , this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20_____.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **ISFC code No ICICI 006754. Bank Account No. 675401700518** on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]

PAYMENT MECHANISM FOR PARTICIPATING IN TENDER

Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security) Tender fee online through JDA portal. The bid security options available in tender for participants are as mentioned below :

A. Payment Options:

Option-1: Bank Guarantee (BG). against EMD / Bid Security

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security) for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee). This amount will be paid through **Payment Gateway only**, option to make balance payment through EFT (RTGS/NEFT) will not be available

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT/RTGS) will be available

Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS) **"Paying Slip for EFT (NEFT/RTGS)"** will be generated by the system for the complete amount. The payment can be made from **any Bank any Branch** using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 2 days prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from **anywhere any time** till the closing date & time of bid participation

B. Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the **"Bid Participation Receipt"** will be generated on real time basis
- In case complete payment is done through Payment Gateway, on successful transaction the **"Bid Participation Receipt"** will be generated on real time basis
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) **"Bid Participation Receipt"** will be available on Login of Bidder on JDA portal.

-SD-

**Executive Engineer (PHE-I)
JDA, Jaipur**

G - Schedule

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work:- **Rate Contract for preparation of DPR (Detailed project report) for Technical clearance, Technical sanction estimate and preparation of tender document & including required survey and design for water supply scheme in JDA Jurisdiction under EE PHE-I/II/III JDA Jaipur.**

G- SCHEDULE

Sr.No.	Particulars	Rate be quoted in % of estimated Cost of Project including all taxes (GST, Service Tax etc.)
1.	Preparation of DPR for Water Supply scheme for various JDA colonies, getting technical approval from PHED, Preparation of tender document, detailed structural design/ drawing etc. complete as per scope of work along with submission of documents in Five copies with workable soft copy	

I/We here by agree to execute the above work as per rates quoted by me/us in the "H"-Schedule and are bounded by the Enclosed scope of work and condition of the tender

**Executive Engineer PHE-I,
Jaipur Development Authority,
Jaipur**

Signature of contractor