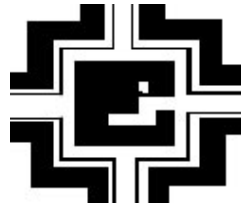


JAIPUR DEVELOPMENT AUTHORITY



Tender Document

For

Operation & Maintenance of Rain water harvesting structures at various locations under JDA, Jurisdiction, Jaipur

Cost: Rs. 41.61 Lacs

NIT No.- 01/2020-21

Invitation to Bid

1. Section I - Instruction for Bidder
2. Section II- General Condition of contract
3. Section III- Special Conditions of Contract
4. Section IV- Work description/ Scope of Work
5. Section V - Annexures
6. Section VI – Bill of Quantities

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

जयपुर विकास प्राधिकरण, जयपुर

राम किशोर व्यास भवन, कमरा नं. 302, तृतीय-तल, नागरिक सेवा केन्द्र भवन,
इन्दिरा सर्किल जवाहर लाल नेहरू मार्ग, जयपुर-302004

क्रमांक जविप्रा/अधि.अभि. (पीएचई- I)/2020-21/D-147

दिनांक : 05.05.2020

निविदा सूचना

निविदा सूचना सं० अधि. अभि. (पीएचई- I)/01/2020-21

जयपुर विकास प्राधिकरण द्वारा **“Operation & Maintenance of Rain water harvesting structures at various locations under JDA, Jurisdiction, Jaipur”** जिसकी अनुमानित लागत रु 41.61 लाख के लिए ऑनलाईन बिड्स दिनांक 18.05.2020 को सायं 6:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथी 18.05.2020 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.ida.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-प्राक्यूमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

(एम.एल. जॉगिड)
अधिशायी अभियंता (पीएचई- I)
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. 302, CCC Building, Third Floor, 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/2020-21/D-147

Dated: 05.05.2020

NOTICE INVITING BID

NIB No. : JDA/EE (PHE-I)/01/2020-21

Online Bids are invited up-to 6.00 PM of 18.05.2020 for “**Operation & Maintenance of Rain water harvesting structures at various locations under JDA, Jurisdiction, Jaipur**” Estimated cost of 41.61 Lacs. The last date for Applying Bid and making online payment on JDA portal is up-to 6.00 PM of 18.05.2020. 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.

(M.L. Jangid)
Executive Engineer (PHE-I)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY

Room No. 302, CCC Building, Third Floor, 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/2020-21/D-147

Dated: 05.05.2020

NOTICE INVITING BID

NIB No. : JDA/EE(PHE-I)/01/2020-21

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer (PHE-I), Jaipur Development Authority Address: Room No. 302, CCC Building, Third Floor, 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	<ul style="list-style-type: none"> ➤ Operation & Maintenance of Rain water harvesting structures at various locations under JDA, Jurisdiction, Jaipur. ➤ Job No. : 155/2019-20
Bid Procedure	<ul style="list-style-type: none"> ➤ Potential Assessment Method Tender (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	<ul style="list-style-type: none"> ➤ Potential Assessment Method L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<ul style="list-style-type: none"> ➤ 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 *	<ul style="list-style-type: none"> ➤ 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. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 500/- (Rupees Five Hundred only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ➤ Requisite Bid Security Deposit
Estimated Procurement Cost	<ul style="list-style-type: none"> ➤ INR 41,60,895.00/- (Rupees Forty one lakh sixty thousand eight hundred and ninety five Only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR) : 2% (Rs. 83,218.00/-) for A & AA class contractor registered in other department and 0.5% (20,805.00/-) for D & Above contractor registered in JDA.
Date/Time/Place of Pre-Bid	<ul style="list-style-type: none"> ➤ NA
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date: 08.05.2020 at 9.30 AM ➤ End Date: 18.05.2020 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 19.05.2020 10.00AM to 21.05.2020 upto 5.00 PM
Bid Submission on e-Procurement Portal of GOR	<ul style="list-style-type: none"> ➤ Start Date: 08.05.2020 at 9.30 AM ➤ End Date: 18.05.2020 at 06.00 PM
Date/Time/Place of Technical Bid Opening	<ul style="list-style-type: none"> ➤ 22.05.2020 at 03.00 PM
Date/ Time/ Place of Financial Bid Opening	<ul style="list-style-type: none"> ➤ Will be intimated later to the Technically qualified bidders in case of Two Bid
Bid Validity	<ul style="list-style-type: none"> ➤ 120 days from the bid submission deadline
Completion period of work	<ul style="list-style-type: none"> ➤ 36 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:

Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.

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.

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).

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.

Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.

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

The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.

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.

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.

The provisions of RTPPA 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 RTPP Act 2012 and Rules thereto, the later shall prevail.

(M.L. Jangid)
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 whiling 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

SCHEDULE AND SPECIFICATION

Name of work: - Operation & Maintenance of Rain water harvesting structures at various locations under JDA, Jurisdiction, Jaipur.

Approximate cost: : Rs. 41.61 Lacs

Cost of Tender document : : Rs. 500/-

Earnest Money : : Rs. 83,218.00 for contractors Not listed in JDA and Rs. 20,805.00 for contractors listed in JDA.

Sale of Tender documents : : 08.05.2020 to 18.05.2020

Date & time of receiving tenders : :18.05.2020 up to 06:00 PM

Date & time of opening tenders : : 22.05.2020 at 03:00 PM

Completion of work : : 36 Months

NIT NO : : 01/2020-21

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. Percentage above/Below or equal to be quoted on the rates as given in the 'G' Schedule. The work shall be carried out in accordance with the Rajasthan PWD, JDA (PHE) & PHED 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 if any related to the work.

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 Deptt,. Proper quality control is required to be maintained by the contractor. Qualified personnel as required under the contractor enlistments rules duly approved by the Deptt. shall have to be engaged at site by the contractor. The deptt. 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 10 days of the issue of work order and shall be completed within duration of **36 (Thirty Six) months.**

Schedule "G" Attached separately

Schedule "H" Special condition attached separately:

Schedule "I" List the material to be supplied by the department:

Nil

Validity of Bid: - 120 Days.

**Signature of Contractor
With full address**

**Executive Engineer (PHE-I)
JDA, 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 CONDITIONS OF CONTRACT

1. The department shall hand over the complete Rain water harvesting structures with all ancillary units to the contractor on award of contract. **The contractor shall be required to furnish a Bank guarantee amounting to 5% of contracted amount.** The Bank guarantee shall be valid for a period of six months beyond the period of contract for operation and maintenance for the safety and security of various components of scheme and appurtenance handed over. The department reserve the right to operate all Bank guarantee or part thereof to meet out any losses against handed over properties in case of damage/theft/mishandling etc. and if the same are not recouped by the contractor. The contractor shall hand over the entire scheme and appurtenances in working condition on completion of contract.
2. **Performance Guarantee : Performance Security shall be solicited from the successful bidder. The contractor shall be required to furnish a performance security amounting to 5% of work order amount. This amount shall have to be deposited by the contractor within 10 days after the award of the work. If the contractor doesn't start the work at time or fails to fulfill the conditions of the contract and the directions given by engineer in charge, this amount shall be forfeited. This performance guarantee will be released with the running bills as per the account rules.**
3. Contractor shall have to maintain and keep the complete structure well functional for **Three years** including cleaning of media, silt chamber, water catcher, oil & grease chamber etc. Also includes replacement of filter media as required.
4. While keeping the Storm water harvesting structure operational during the rains care shall be taken that initial runoff during first rains does not enter the structure as it may be having high turbidity.
5. Quantity of work can be increased or decreased. However, no guarantee is given about the actual quantity of work.
6. No extra charges for higher size of excavation in collapsible strata will be paid by the JDA. The tenderers shall have to make their own arrangement for completing the work and no claim in this respect will entertained.
7. **Inspection and Checking of work**

As material are collected and the construction of each section of work is completed it will be checked by Engineer – in – Charge or his authorized representative and the representative of the contractor will assertion from the engineer from time to time that what part and portion he wishes to check over and pass out. Such approval shall in no way release the contractor of his responsibility regarding completion of work, as per required specification until the contract being completed.
8. The electric connection if required for construction and testing purpose shall be arranged by the contractor at his own cost.
9. **The contract shall deploy the trained person to asses the functionality of the structure during the rain time and the photographs and details should be submitted periodically to the OIC.**
10. Proper maintenance should be done by the agency otherwise the structure shall be got maintained by other agency on his risk and cost.
11. **Time of Working**

The contractor shall not work after the sunset & before sunrise without specific permission of the Engineer in-charge.
12. The contractor/firm or company while executing the above work will adopt all safety measures on his cost to safe guard from any loss of life and damage of public and private property. If any loss and damage occurred than they will pay full compensation from their own pocket. All the consequences will bear by them and JDA will not be responsible in any case.

13. Water for construction purpose shall have to arranged by contractor himself at his own cost. If the water is supplied by the JDA at the rate 1% of total value of item of construction/pipe line laying work or metered connection of commercial rates shall be recovered from each running bill.
14. The contractor will be fully responsible for structural safety stability and water tightness of the structures.
15. No secured advance against material procured at site will be allowed
16. The contractor/firm or company will display necessary signboards & lights from safety point of view during nights at site of work on his own cost as directed by the authorized Engineer In charge.
17. The surplus earth & damaged materials will be immediately removed from the site of work & dumped as per instruction of Engineer in Charge.
18. No extra payment will be made to the contractor on account of clearance of all kind of utility services falling in the alignment of the water harvesting structures.
19. Steel if it is arranged by the contractor, a testing certificate shall be produced by contractor for whole lot.
20. Electric and water connections, if needed, shall be arranged by the contractor himself.
21. The contractor/firm/company is bound to get the workmen insured against accident from Insurance Company on his own cost.
22. The contractor/firm or company will take utmost care to safeguard the water mains; Electric & Telephone cable existing surface drains water connections etc., while executing the work.
23. The tenderer shall provide at the site all material he shall be required to use for timbering/shuttering shoring excavation of trenches and which he shall bring to the site, prior to start of excavation for approval of the authorized Engineer in Charge, without any extra charges.
24. The material collected at site & paid provisionally shall remain under the watch & ward of the contractor till it is consumed fully on the work.
25. Contractor shall provide sufficient number of boards at site of work indicating 'JDA AT WORK" at his own cost as required by engineer-In charge, and make arrangements for traffic management by deputing his own staff if found necessary.
26. **Payments break-up**
 - a. The due payment for the work allotted shall be payable as below:
The operation and maintenance cost quoted by the tenderer shall be payable on quarterly basis, on presentation of the bill by the contractor along with document required as per of Scope of work.
27. The contractor will pay compensation to the house owner or to the owner of any adjoining property or any other works for the damaged sustained on account of this work while in progress or complete from his own pocket.
28. **The detail on Glow sign board for Storm water harvesting structure is to be cleaned time to time as per direction of EIC.**
29. **Penalty of Rs. 1000.00 per day per structure will be levied if the contractor fails to properly clean and maintain the structure. After three days if contractor fails to clean the structures it will be get cleaned by some other agency at the cost of contractor.**
30. Transportation of material from stores shall be arranged by the contractor.
31. If during maintenance work, any dismantling of existing compound wall or structure is required for facility of the Site, previous original shape after completion of the work at his own cost. In no

case extra payment shall be allowed by the department on such works either for dismantling or repairing and reconstruction of old structures.

32. The work will be carried out strictly as per direction of Engineer In charge.

33. The rates quoted by the tenderer shall be firm for the contract period. No price escalation shall be admissible during contract period.

34. **COMPLETION OF THE CONTRACT :**

On the date of Contract Completion or if the Contract is terminated, all the material and equipment placed under the Contractor's responsibility shall be handed over to JDA or any agency, organization specified by it, at no cost, in good working order/condition, except for normal wear and tear. JDA may perform any inspections tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order. If the works are not found in working condition or acceptable condition, the contractor will replace / repair / rectify the same at his own cost to the satisfaction of JDA or Engineer In charge.

At the end of O&M period, the Contractor shall be entitled to receive an Operation and Maintenance Completion Certificate within twenty-one (21) days, of the completion of the Contract.

The delivery of such Completion Certificate will relieve the Contractor from his responsibility as regard to the Operation and Maintenance and confirm that the Contractor has fulfilled all of his obligations under the contract.

Signature of contractor

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

Section A-4

Specifications of Work

SCOPE OF WORK

(Description of work included here is for complete work including labour, repairs and providing all types of material for maintenance & repairs).

- 1.1. All the components of Rain Water Harvesting Structures including Water Catchers, Oil & grease chamber, Silt chamber, filter media and other components should be cleaned at least on quarterly basis and once before Monsoon and as per requirement during Monsoon season and as and when required in O&M period.
- 1.2. **Beside cleaning all the layers of filter media and then refilling in the well, the top layer of filter media should be replaced once during Mansoon season.**
- 1.3. Repairing and restoration of all the structures, if damaged due to any reason should be done by contractor at his own cost for smooth and efficient functioning of structures. Repair of any part of the RWHS i.e. M.S. catcher, Ferro cement cover, damage of any wall of masonry/RCC, Raising/lowering of silting chamber, sump well etc. shall be included in the scope of work and for this work no extra payment to be made to the contractor.
- 1.4. If any M.S. catcher/RCC catcher has been damaged/theft during the contract period, the same will be replaced by new catcher and for these work no extra payment to be made to the contractor.
- 1.5. **The contractor shall submit the photographs with date of structure before and after cleaning of structures.**
- 1.6. At the end of contract period, contractor shall hand over all RWHS in working condition as per satisfaction of Engineer In charge.

Executive Engineer (PHE-I)
JDA Jaipur

SPECIAL CONDITIONS

1. 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.
2. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
3. 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.
4. Tax exemption/ Tax liabilities if any shall be applicable as per prevailing government rule and bidder has to consider this while quoting the rates.
5. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. 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.
7. The rate quoted by the contractor shall remain valid for a period of 120 days from the date of opening of the tenders.
8. 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.
9. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in the execution of this work and this tender will be liable to GST & other taxes levied by GOR & GOI.
11. If any Bid withdraws his Bid 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 and fails to furnish performance guarantee 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 Bid does not execute the agreement or start the work or dose not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in bidding in JDA for Six Months in addition to forfeiture of Earnest Money / Security Deposit /Performance Guarantee and other action under agreement
12. 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. Bids with incomplete or incorrect information are liable to be rejected.
13. 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.

14. 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.
15. The rates provided in Bid documents are inclusive of all Taxes, royalty.
16. 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.
17. Undersigned has full right to reject any or all Bids without given any reasons.
18. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
19. 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."
20. The Bidder are required to submit copy of their enlistment as contractor.
21. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
22. Any Bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from Bidding for three months in JDA.
23. 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 shall be applicable.
24. Time period of work can be increased as per RTPPP Rules.

Signature of Contractor
with full address & Mobile No.

Executive Engineer (PHE-I)
JDA, Jaipur

Section A-5

Annexure

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.

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 :
Place :

Signature of bidder

Name :
Designation :
Address :

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Commissioner , JDA, Jaipur.

The designation and address of the Second Appellate Authority is Additional Chief Secretary, UDH, Raj Govt.

(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 thereof 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

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:

- i. 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;
- ii. 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
- iii. 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)

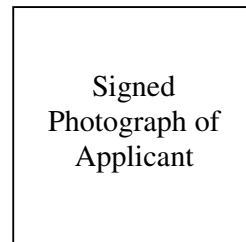
As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose 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**

ANNEXURE- I

[Reference Clause 3(i)]



To be given on Non-Judicial stamp
Paper of Rs. 50/- 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.**

Bank Guarantee Performa for Bid security deposit

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 "Operation & Maintenance of Rain water harvesting structures at various locations under JDA, Jurisdiction, Jaipur"

WHEREAS, _____ [name of Bidder with address] (**hereinafter called "the Bidder"**) has submitted his Bid dated for the work of "Operation & Maintenance of Rain water harvesting structures at various locations under JDA, Jurisdiction, Jaipur" (**Name of Work**) (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: EFT/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**

Bill of Quantities

[Validate](#)[Print](#)[Help](#)[Percentage BoQ](#)

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: O&M of Rain water harvesting structures at various locations under JDA, Jurisdiction, Jaipur

Contract No: 01/2020-21

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Rate in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Operation and Maintenance of Rain Water Harvesting (RWH) Structure					
1.01	Ist Year	215.000	Per Structure/Per year	6451.00	1386965.00	INR Thirteen Lakh Eighty Six Thousand Nine Hundred & Sixty Five Only
1.02	IInd Year	215.000	Per Structure/Per year	6451.00	1386965.00	INR Thirteen Lakh Eighty Six Thousand Nine Hundred & Sixty Five Only
1.03	IIIrd Year	215.000	Per Structure/Per year	6451.00	1386965.00	INR Thirteen Lakh Eighty Six Thousand Nine Hundred & Sixty Five Only
Total in Figures					4160895.00	INR Forty One Lakh Sixty Thousand Eight Hundred & Ninety Five Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only

Executive Engineer (PHE-I)
JDA, Jaipur