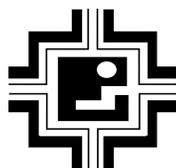


JAIPUR DEVELOPMENT AUTHORITY



Tender Document

For

Maintenance of Earthen Channel to make smooth flow of Treated Sewage water from Gajadharpura STP Outlet start Point to End Point of Earthen Channel at various damaged locations for 1 year under JDA, Jaipur.

Estimated Cost:

Rs. 11.61 Lacs

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

जयपुर विकास प्राधिकरण, जयपुर

क्रमांक: जविप्रा/अधि.अभि.(पीएचई-।।)/2024/डी- 539

दिनांक : 20.12.2024

बिड़ आमंत्रण सूचना

निविदा संख्या-अधि.अभि.(पीएचई-।।)/10/2024-25

“प्राधिकरण क्षेत्राधिकार के अन्तर्गत गजाधरपुरा सीवेज शोधन संयंत्र के आऊटलेट बिन्दु से अस्थाई मिट्टी की चैनल के अन्तिम छोर तक मय उपचारित सीवेज जल के प्रवाह को बनाये रखने हेतु एक वर्ष तक मरम्मत/रख रखाव का कार्य” जिसकी अनुमानित लागत रूपये 11.61 लाख के लिए ऑनलाईन निविदा दिनांक 01.01.2025 सांय 6:00 बजे तक आमंत्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि दिनांक 01.01.2025 को सांय 6:00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.raj.nic.in व www.eproc.rajasthan.gov.in एवं www.jda.urban.rajasthan.gov.in पर देखा जा सकता है।

1. (UBN No.)

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, अमानता 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।

अधिशायी अभियन्ता (पीएचई-।।)
जविप्रा, जयपुर

प्रतिलिपि:-

1. जन सम्पर्क अधिकारी, जविप्रा को तकनीकी सहायक (निदेशक अभियान्त्रिकी-प्रथम) के मार्फत समाचार पत्र में प्रकाशन हेतु।

Job No. JDA/EE PHE II/A & F/2022-2023/Feb/488 dated 24.02.2023

अधिशायी अभियन्ता (पीएचई-।।)
जविप्रा, जयपुर

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. 302, Citizen Care center Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg,
Jaipur - 302 004

Telephone: +91-141-2569696 email: eephe2@gmail.com

No.:-JDA/EE(PHE-II)/2024/D-539

Dated:- 20.12.2024

BID NOTICE INVITING

NIB No. : EE (PHE-II)/10/2024-25

Online Bids are invited upto 6.00 PM of 01.01.2025 for “**Maintenance of Earthen Channel to make smooth flow of Treated Sewage water from Gajadharpura STP Outlet start Point to End Point of Earthen Channel at various damaged locations for 1 year under JDA, Jaipur**” Estimated cost **Rs. 11.61 Lakh**. The Last date of for applying bid and making online payment on JDA portal is up-to 6.00 PM of 01.01.2025. 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

1. (UBN No.)

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.

Executive Engineer (PHE-II)
JDA, Jaipur

Copy to :-

1. PRO Cell, JDA, Jaipur through TA to DE (I) for publication in News paper.

Job No. JDA/EE PHE II/A & F/2022-2023/Feb/488dated 24.02.2023

Executive Engineer (PHE-II)
JDA, Jaipur

Detail NIB for uploading on SPP Portal, e-Procurement, JDA Portal & as part of NIB Document

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. 302, Citizen Care center Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg, Jaipur - 302 004

Telephone: +91-141-2569696 email: eephe2@gmail.com

No.:-JDA/EE(PHE-II)/2024/D-539

Dated:- 20.01.2025

BID NOTICE INVITING**NIB No. : EE.(PHE-II)/10/2024-25**

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer (PHE-II), Jaipur Development Authority ➤ Address: Room No. 135, First Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg, Jaipur - 302 004 (Rajasthan) ➤ Email: eephe2@gmail.com
Subject Matter of Procurement	<ul style="list-style-type: none"> ➤ Maintenance of Earthen Channel to make smooth flow of Treated Sewage water from Gajadharpura STP Outlet start Point to End Point of Earthen Channel at various damaged locations for 1 year under JDA, Jaipur.. ➤ Job No. JDA/EE PHE II/A&F/2022-2023/Feb/488dated 24.02.2023
Bid Procedure	<ul style="list-style-type: none"> ➤ Single-stage tender (Two envelope) open competitive eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	<ul style="list-style-type: none"> ➤ L 1 (eg. Least Cost Based Selection (LCBS) -L-1
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.jaipurjda.org
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. 500/- Rupees (Five Hundred only)
Estimated Procurement Cost	<ul style="list-style-type: none"> ➤ INR Rs. 11.61 Lakh (Rupees Eleven Lakh Sixty One Thousand Only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR): 2% (Rs. 23,220/-) (For "A" & "AA" Class contractor registered in other department) of Estimated Procurement Cost) 0.5% (Rs. 5805/-) (For Contractor registered "D" and Above Class in JDA) for Bidder registered as contractor in JDA.
Date/Time/place of Pre-Bid	N/A
Applying Bid and making online payment on JDA portal (www.jda.urban.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date: 23.12.2024 at 9.30 AM ➤ End Date: 01.01.2025 up to 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 02.01.2025 10:00 AM to 06.01.2025 upto 05:00 PM
Bid submission on e-Procurement Portal of GOR (WWW.Eproc.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date: 23.12.2024 from 9.30 AM onwards ➤ End Date: 01.01.2025 up to 6.00 PM

**Date/ Time/ Place of Technical Bid Opening	➤ NA
Date/ Time/ Place of Financial Bid Opening	➤ 07.01.2025 at 11:00 AM Room No. 307, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302 004 Telephone: +91-141-2569696 E.mail: eephe2@gmail.com
Bid Validity	➤ 120 days from the bid submission deadline
Time Period	➤ 12 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 a 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 (authorized 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, Safe crypt, N code 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 (e-Procurement) 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 RTPP Act 2012 and Rules 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.

-sd-
Executive Engineer (PHE-II)
JDA, Jaipur

Instructions to Bidders

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of work :- Maintenance of Earthen Channel to make smooth flow of Treated Sewage water from Gajadharpura STP Outlet start Point to End Point of Earthen Channel at various damaged locations for 1 years under JDA, Jaipur.

1. NIB No. :- E.E.(PHE-II)/10/2024-25
2. Approximate cost :- Rs. 11.61 Lakh
3. Cost of the tender documents :- Rs 500/-
4. Earnest Money :- Amount (INR): 2% (Rs. 23,220/-) (For "A" & "AA" Class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 5805/-) (For Contractor registered "D" and Above Class in JDA) for Bidder registered as contractor in JDA.
5. Bid Submission Start date & Time :- 23.12.2024 (9:30 AM)
6. Bid Submission End date & Time :- 01.01.2025 (up to 6:00 P.M.)
7. Bid Opening date & Time :- 07.01.2025 at 11:00 A.M.
8. Completion period of work :- 12 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. **Percentage above/Below on the rates as given in the 'G' Schedule** The work shall be carried out in accordance with the Rajasthan PWD, PHED and JDA detailed specification and to the entire satisfaction of the Engineer-In charge of the work.

The bid will be opened only of those bidders deposit proper bid security, processing fee, tender fee, GST registration, clearance certificate and copy of registration of contractor in required category are found to be in order. The Bid security, tender fee will be accepted through online payment only.

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 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 Ten days of issue of work order and complete within **12 months**.

SCHEDULE 'G' : ATTACHED SEPARATELY BASED ON JDA PHE APPROVED RATES

SCHEDULE 'H' : SPECIAL CONDITION.

SCHEDULE 'I' : COST OF TENDER DOCUMENTS, PROCESSING FEES & BID SECURITY.

SCHEDULE 'J' : SCOPE OF WORK.

Annexure-1. Special Conditions of Contract regarding defect liability period.

Annexure-2A. Bank guarantee will be in specified Performa enclosed with this bidding document for Bid Security.

Annexure-2B. Bank guarantee will be in specified Performa enclosed with this bidding document for Performance Security.

Annexure-A. Compliance with the code of integrity and no conflict of interest (RTPP Act/Rules).

Annexure-B. Declaration by the bidder regarding qualifications (RTPP Act/Rules).

Annexure-C. Grievance Redressal during the procurement process (RTPP Act/Rules).

Annexure-D. Additional Conditions of Contract (RTPP Act/Rules).

Annexure F : Payment mechanism for participating in tender: Office order D-399 dated 04.10.16.

SIGNATURE OF CONTRACTOR

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

With full address & Mobile No. :

TENDER FOR WORKS

I/We hereby tender for the execution for the Jaipur Development Authority, Jaipur of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figure)% (as well as in words) Percent below/above the amount, entered in the schedule G in all respects in accordance with the specifications, designs, drawings and instructions in writing referred to in Rule I in all respects in accordance conditions with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work, I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns nature and the extent of ground, working conditions including stacking, of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

- (a) **General description of work..-** :
- (b) **Estimated cost** : **Rs. 11.61 Lakh**
- (c) **Earnest money** : Amount (INR): 2% (Rs. 23,220/-) (For "A" & "AA" Class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 5805/-) (For Contractor registered "D" and Above Class in JDA.

(d) **Security Deposit :**

(i) "The security deposit @ 10% of the gross amount of the work bill shall deducted from each work bill as per Finance Department (G&T) GoR notification dated 12.01.2022 or as per prevailing rules or amended by the GoR and shall be refunded as per rules on completions of the contract as per terms and condition. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee. FDR etc. The earned money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.

However, a contractor may elect to deposit of full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills."

(ii) Bank Guarantee shall in all cases be payable at the headquarter of the Division or the nearest District Headquarters.

- (e) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) is **12 month** Should this tender be accepted in whole or in Part, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed here to and of the Notice Inviting Tender, or in default thereof, to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.

Validity of rates 120 days.

A sum of Rs. is forwarded herewith in the form of Cash, Bank Draft, Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited to the Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his successor in his office, should I/We fail to commence the work specified in the above memorandum.

Signature of Witness
Witness's address & Occupation

Signature of Contractor
Address of Contractor

Date:

The above tender is hereby accepted by me on behalf of the Governor of Rajasthan

Date:

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

SCHEDULE 'H' : SPECIAL CONDITION

01. 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.
02. The bidder shall follow the provisions of the builder labour regulation and abolition Act, 1970 & Rule, 1971.
03. The JDA shall have the right to cause an audit for technical examination of the work and the final bills of the bidder including all supporting vouchers, abstracts etc. to be made within two years after payment of the final bills and if as a result of such audit, any amount is found to have been overpaid / excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed, the bidder shall be liable to refund such amount and it shall be lawful for the JDA to recover the 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 bidder was paid less than that was due to him under the contract in respect of work executed by him under it, the amount of such underpayment shall be paid by the JDA to the bidder.
4. Wherever any claim against the bidder for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the performance security of the bidder, In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may be deducted from any sum then due or which at any time their contract with the JDA should this sum be sufficient to recover the full amount recoverable. The bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
5. The rate quoted by the bidder shall remain valid for a period of 120 days from the date of opening of the bids.
6. By submission of the Bid the bidder agrees to abide by all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
7. No conditions are to be added by the bidder and the conditional Bid is liable to be rejected.
8. If any bidder withdraws his Bid prior to the expiry of said validity period given at S. No. 5 or mutually extended prior or makes modifications in the rate, terms and conditions of the Bid within the said period which are not acceptable to the authority or fails to commence the work in the specified period, fails to execute the agreement the authority shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of bid security given in any form absolutely. If any bidder, who has submitted a Bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding he will stand debarred for six months from participating of Biding in JDA in addition to forfeiture of bid security/ Performance Security and other action under agreement
- 9. Any material not conforming to the specifications collected at the site have to be removed by the bidder within a period of 3 days of the instruction, issued by the Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the bidder after the expiry of 3 days period.**
- 10. The material collected at the site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed fully on the work.**
- 11. The rates provided in the Bidding documents are inclusive of all Taxes and royalties otherwise specified.**

12. **No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule, Source/ borrow pit area for the earth shall have to be arranged by the Bidder at his own cost.**
13. **Undersigned has full right to reject any or all Bids without giving any reasons.**
14. **As per the 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 etc."**
15. **Special Conditions of the Contract regarding the Defect Liability Period (DLP) for works costing Rs. 25.00 lacs and more shall be applicable (Annexure-I).**
16. **The Bidder is required to submit a copy of their enlistment as a contractor.**
17. **Conditions of RPWA-100 will be mandatory & acceptable to the bidder.**
18. **The bidder will have to install display boards at the site of work as directed by Engineer in charge.**
19. **All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 and amendments issued from time to time by the Finance Department, GOR shall be applicable. If there are 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 prevail.**
20. **In case the rate received in the bid is below than BSR rate, additional Performance security shall be deposited by the bidder as per Rule 75 (A) of RTPP Rules.**
21. **The Annexure "B" (RTPP Act/Rules) is mandatory to be signed by the bidder failing which the bid shall summarily be rejected without asking for any clarification.**
22. **The river sand shall be part replaced with crushed stone and or crushed gravel sand (M-sand) upto a minimum extent of 25 % of total mass of fine aggregate subjected to the codal provisions (clause 4.2) of IS 383:2016 and article 11 of Rajasthan M-Sand policy 2020.**

SPECIAL CONDITIONS OF CONTRACT

1	The contractor shall have to provide and start work with short notice either telephonically or on writing.
2	If contractor fails to do so, work will be carried out by other agency on his cost and whole of deposit money will be forfeited.
3	The contractor shall give his full postal address with telephone No. / Mobile No. on which the order may be placed.
4	The JCB Excavator cum Loader should be in perfect condition.
5	JDA may demand any number/quantum of JCB/Pocklane/Excavator cum Loader as and when required at any point of time for required duration for repairing of earthen channel immediately, for which the agency will be bound to supply.
6	Supply of machinery JCB/Pocklane can be ordered by JDA on any day and agency shall have to arrange the required number of JCB/Pocklane/Excavator cum Loader within 12 hours of the issue of order failing which supply shall be taken from any other agencies on available rate, excess expenditure so occurred shall be recovered from the agency.
7	Generally JDA will place the order to the approved agency but JDA will be free to engage the machinery from other agencies too on approved rates. For this no claim shall be made by the approved rate contract agency.
8	The JCB/Pocklane/Excavator cum Loader should be properly registered, insured and holding registration certificate etc., which should always remain with the driver and for any lapse thereof the supplier shall be responsible.
9	The quantum of work or time period of work can be increased or decreased from the estimated amount. In such condition no claim/compensation shall be paid to the agency.
10	In order to secure prompt delivery of goods or services or execution of works parallel rate may be entered with more than one bidder in the order of their standing in final evaluation, by giving them counter offer of prices of the lowest or most advantageous bidder.
11	Lowest bidder should be remain L-1 in whole period of work otherwise balance amount shall be deducted from agency.

SCHEDULE 'I' : COST OF TENDER DOCUMENTS, PROCESSING FEES & BID SECURITY

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.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 (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

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.

C. 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.

While participation in the bid, a receipt will be generated through the system showing the submission details as per Bid Participation Receipt (Sample Enclosed). 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.

Jaipur Development Authority, Jaipur. Bid Participation Receipt	
	Date & Time:-
Bid Detail	
Bid ID:	Procurement Entity:-
Bid Title:	
Bid Value:	Bid Opening Place:
Bidder Detail	
Name of Entity:	Mobile No.:
Registration Type:	Instrument Amount:
Payment Mode:	Payment Channel:
Instrument No.:	Instrument Date:

Dates Detail		
Sr. No.	Event Name	Event Date
1	Publishing Date	
2	Bid Opening Date	

Specific Instrument for eProc Rajasthan			
Instrument Type			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail: Jaipur Development Authority		Challan Number:	

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jda.urban.rajasthan.gov.in.

SCOPE OF WORK

- This work comprises Maintenance of Earthen Channel to make smooth flow of Treated Sewage Water of Gajadharpura STP from Outlet Point to Disposal End Point of Earthen Channel of around 15 Km in length including repairing, Cleaning, De-silting, removing of bushes day to day regularly to keep it odour less if any, Regular Patrolling and monitoring of channel etc, complete in all respect as directed by Engineer In-Charge.
- The Treated sewage water is flowing through earthen channels of nearby low lying area from Gajadharpura STP outlet point to Disposal End point. This Channel is passing from various villages nearby of Durjaniya Baas road, Sarang ka Baas road, Kanwar ka Baas road, Khapadiya Baas road, Bassi Naga road, Pachar village road, Ramla ka Baas, Manda Bhopa Baas and Paidaan ka Baas etc to safe disposal toward downstream side.
- Sometimes this earthen channel is destroyed/disturbed/damaged due to unavoidable disturbance/ local hindrance that resulting the treated sewage water start to spread in nearby area from that damaged point. This requires immediate repair by construction and maintenance of Earthen Channel at that damaged point/area by use of cement bag filled with soil, so that treated sewage water may flow in channel to downstream side in natural low lying area.
- **It is to inform to agency that at present this temporary earthen channel is damaged at few locations & water is being spread in nearby area which should be rectified/ repaired by agency within 10 working days after issuing of work order. No extra payment shall be made to agency for this repairing work. Agency is requested to visit the site accordingly before filling the bid. After repairing of this channel, regular repairing to be done by agency as per scope of work.**
- One person per day shall be engaged by agency for Regular Patrolling and Monitoring of earthen channel around in length of 15 km to identify the leakage or damaged in channel. If any

damaged/leakage found then it should be rectified as soon as possible within maximum 24 hour period.

- It is the responsibility that no outsider person will leave their untreated sewage directly in treated earthen channel through tanker or in any way. It will be the cause of odour and un-hygienic condition in nearby area. Hence, it should be ensured by agency that this should not happen, if found then FIR against that person should be lodged by agency in local Police Station immediately.
- It is the responsibility of agency for Regular Cleaning, De-silting, removing of bushes day to day regularly of channel to keep it odourless.
- **It is the responsibility of agency to arrange soil or earth and Morrum or GSB and Machinery i.e. JCB/ Pocklane for required repairing and make path/reach up to damaged portion of earthen channel. No extra payment shall be made to agency for this work.**
- The work also includes P/L/J of 600 mm & 1000 mm dia ISI RCC NP-3 pipe for cross the village road or as per requirement of work.
- The work is under consideration of Hon'ble National Green Tribunal (NGT) Bhopal Bench. If, during the work period any direction shall be issued by Hon'ble NGT then it will be the responsibility of agency to take immediate action accordingly. No payment shall be made to agency in this regard.

Penalty Clause:

If agency fail to rectify the leakage/damaged portion of earthen channel within maximum period of 24 hour then Penalty shall be imposed on agency as Rs. 500/- Per Day.

Executive Engineer (PHE-II)
Jaipur Development Authority
Jaipur

**SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD
(DLP) FOR WORKS COSTING RS. 25.00 LACS AND MORE**

Table-1

S.No.	Type of work	DLP Period
1.	Bridge Work	5 Years
2.	CD Work	5 Years
3.	CC Road. PQC Work	5 Years
4.	CC tiles/Krebs/medians	5 Years
5.	Drains	3 Years
6.	Roads	
	(i) Two-layer WBM/GSB	6 months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT up to 30 mm thickness	1 Years
	(b) BT above 30 mm to up to 40 mm	2 Years
	(c) BT above 40 mm to up to 90 mm	3 Years
	(d) BT above 90 mm thickness	5 Years
	(iii) New Roads	
	(a) BT up to 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7.	Compound wall	3 Years
8.	Building Work	
	(i) Work pertaining to Sanitary work electrical works, Joinery works and painting work.	2 Years
	(ii) Work pertaining to the Building structure and other civil works	5 Years
9.	Electric work except for maintenance	3 years
10.	Sewer/Water supply including STP and water supply-related work except for maintenance works.	3 Years

1. ROAD-WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per the above table. Road works executed by the Contracting agency shall be maintained by them at their own cost for completion (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of the Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during the Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, widening, strengthening, up-gradation and renewal works
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
 - (i) Routine maintenance of Road Works,
 - (ii) To remove the defect as & when appear in part and the entire structure of Road Works, in the specified time and keeping the Road Surface with good riding quality and
 - (iii) Damages due to improper drainage/drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at the completion of the construction work and ends after complete (DLP).
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in the manual for the maintenance of roads of MoRTH and shall be carried out accordingly.
- 1.7 The routine maintenance activities and their periodicity.

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.

2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desalting of drains. (If constructed by the same Road agency or not)	As and when required.
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting once in every one and a half years.
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting once in everyone & a half year. Ordinary Paint Maintenance as and when required. Repainting thrice in every year.
7	Damages beyond the control of the agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by the agency on the same rates of the contract agreement till DLP.

2. General

2.1 Inspection of works during the Defect Liability Period

2.1.1 The contracting agency shall undertake a joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of an emergency. The Contracting agency shall forward to the engineer in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particular attention to those road sections, which are likely to be damaged during rainy season.

2.1.2 One register has to be maintained by every AEN for recording the inspection details of works in his jurisdiction under defect liability period.

2.2 Conditions regarding Performance Security

2.2.1 Security for DLP-

The contracting agency shall have to furnish Performance Security in the form of Bank Guarantee valid from the actual date of completion, which shall be assigned by the Engineer-in-charge.

2.2.2 The release of PS amount shall be as per following table 2 :-

S.No.	Released PS DLP Period	1 Year	2 Years	3 Years	5 Years
		1.	After 1 year	100%	40%
2.	After 2 year		60%	20%	10%
3.	After 3 year			60%	10%
4.	After 4 year				20%
5.	After 5 year				50%

The Performance Security will be released as per the above table after a satisfactory performance certificate issued by Engineer-In-Charge:-

2.2.3 Forfeiture of Performance Security

In case the contracting agency fails to rectify the defects within the stipulated period notified to him by the Engineer-in-charge concerned under the 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 the rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

1.2.4 Force Majeure

The defect that arises due to earthquakes, cyclones, and natural calamities shall not be the responsibility of contracting agency.

2.2.5 Various conditions for managing DLP are as under :-

- At the time of completion of work, final component shall be worked out for each individual item like BT/CC/tiles/ drains etc. (as per different categories in Table-I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT-1/2/3/5 years, Drain-3 years etc.
- If any work, amount is less than Rs. 25 lacs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual item.
- Similarly, if any work is more than Rs. 25 lacs but after finalization amount of work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is later.

- (iv) During DLP period if contractor fails to repair any work even after the issue of 7 days written notice, the same work shall be got executed by the respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted, from JDA for three years as per RTPP rule 2012 and 2013 where his defaults twice in a single agreement or in two different works.
- (v) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vi) Special and regular inspection shall also be carried out as per order no. JDA/XEN & TA to DE-I/2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 Point no. 3.
- (vii) In case JDA feels to take up work on any existing DLP road due to any reason, the following procedure should be adopted:
- (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and the contractor shall be asked to complete the same. After completion of assessed repairs, DLP period shall be released after deduction amt. as per following table-III.

Table-3

% Recovery on withdrawal of DLP of work order	1 Year	2 Year	3 Year	4 Year	5 Year
DLP period					
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9	7.88	6.45	4.62	2.47

Note:- Calculation is to be done on a quarterly basis.

- (b) In case the Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than the total retained amount of PS same shall be recovered from other works and as per PDR rules. The amount as per Table 3 is also to be deducted in addition to this amount.
- (viii) Based upon the type of work, DLP conditions for works to be carried out during the DLP period with their frequency of the respective type of work shall be prepared by respective SE's after approval of these periods.
3. In case patch repairs/civil maintenance works costing more than Rs. 25.00Lakhs, defect liability period will as per clause 37(C) of Contract Agreement.

Executive Engineer (PHE-II)
JDA, Jaipur

Specified Bank Guarantee Performa for Bid Security

Section - 6

Form of (Bank Guarantee) -En cashable at the 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 Bid Security for the work of “Maintenance of Earthen Channel to make smooth flow of Treated Sewage water from Gajadharpura STP Outlet start Point to End Point of Earthen Channel at various damaged locations for 1 year under JDA, Jaipur” WHEREAS, _____ [name of Bidder with address] (**hereinafter called “the Bidder”**) has submitted his Bid dated for the work of “**Maintenance of Earthen Channel to make smooth flow of Treated Sewage water from Gajadharpura STP Outlet start Point to End Point of Earthen Channel at various damaged locations for 1 year under JDA, Jaipur**” (here in after 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 cashable at the 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, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **IFSC code No ICICI 0006754. 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 writing for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name, and Address]

[Note: To be furnished on appropriate non-judicial stamps & should be valid for the next 7 months from the bid opening date]

Specified Bank Guarantee Performa for Performance Security

Section - 6

Form of (Bank Guarantee) -En cashable at the 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 Performance Security for the work of **“Maintenance of Earthen Channel to make smooth flow of Treated Sewage water from Gajadharpura STP Outlet start Point to End Point of Earthen Channel at various damaged locations for 1 year under JDA, Jaipur”** WHEREAS, _____ [name of Bidder with address] (**hereinafter called “the Bidder”**) has submitted his Bid dated for the work of **“Maintenance of Earthen Channel to make smooth flow of Treated Sewage water from Gajadharpura STP Outlet start Point to End Point of Earthen Channel at various damaged locations for 1 year under JDA, Jaipur”** (herein after 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 cashable at the 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____.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand within valid period of this guarantee.

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, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited to the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **IFSC code No ICICI0006754. 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 writing for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____
[Signature, Name and Address]

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

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 the procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that 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 an 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.

A bidder may be considered to be in conflict of interest with one or more parties in the 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 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 **EE-PHE-II** for procurement of

_____ in response to their Notice inviting
Bids No _____ Dated _____ I/wehereby 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 Entry;
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 proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offense 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 the bidder
Place:	Name:
	Designation:
	Address:

Note:- Annexure “B” is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking any clarification.

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority :

For works costing up to Rs. 300.00Lakhs - Jaipur Development Commissioner, JDA, Jaipur.

For works costing above Rs. 300.00Lakhs - Executive Committee, JDA, Jaipur.

The designation and address of the Second Appellate Authority:

For works costing up to Rs. 300.00Lakhs - Executive Committee, JDA, Jaipur.

For works costing above Rs. 300.00Lakhs - Principle Secretary/ACS, Urban Development
& Housing Department, GOR, 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 the 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) Appeals 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 the need of procurement
- (b) Provisions limiting the 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 Appeals: -

- (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 the first appellate authority or second

The appellate authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing Appeal: -

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

(7) Procedure for disposal of Appeal: -

- (a) The first appellate authority or second appellate authority as the case may be, upon the filing of the appeal, shall issue notice accompanied by a copy of the appeal, affidavit and documents, if any, to the respondents and fix a date of hearing
- (b) On the date fixed for hearing, the first appellate authority of the second appellate authority, as the case may be shall-
 - (i) Hear all the parties appeal presenting 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 a copy of the 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.

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 the 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 the contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed fifty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of the 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 circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provided in the conditions of the contract.
- (iii) 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 the 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, then in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidder 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-II)
JDA, Jaipur

Jaipur Development Authority, Jaipur

Office Order

No. : JDA/IT(1074501)/E-Services/2015-16/D-399

Dated: 4-10-2016

Subject: Payment mechanism for participating in tender.

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 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.

This payment mechanism will come into force w.e.f 15/10/2016. Thereafter, old payment mechanism related to NEFT/ RTGS in which the bidder makes direct payment without “**Paying Slip for EFT (NEFT/RTGS)**” in JDA’s bank account will be discontinued.

All procuring entities are hereby directed to clearly mention this procedure in NIB document.


(Pawan Arora)
Secretary

Copy for information and further necessary action to:

1. P.S. to JDC, JDA, Jaipur.
2. P.S. to Secretary, Secretary, JDA, Jaipur.
3. Director (Law / Finance / Town Planning / Engineering-I / Engineering-II), JDA, Jaipur.
4. All Additional Chief Engineer _____, JDA, Jaipur
5. DC (Administration)/DC(Store)/DC (Vehicle), JDA, Jaipur
6. System Analyst, JDA, Jaipur
7. Analyst-cum-Programmer, JDA to ensure integration of software w.e.f 01/10/2016.
8. All Xen _____, JDA, Jaipur.
9. Officer-in-charge, SPPP Portal, Jaipur.
10. OSD (Public Relation) / PRO, JDA, Jaipur.


(Brijesh Kishore Sharma)
OSD (RM)

जयपुर विकास प्राधिकरण, जयपुर

क्रमांक :- F-()JDA/Sr.Ao.works-II/2017/D- 172

दिनांक :- 12.7.17

आदेश

1 जुलाई 2017 से भारत सरकार के नोटिफिकेशन द्वारा GST लागू होने के कारण व्यक्तियों/फर्मों/कम्पनी/संस्था/टेकेदार के निर्माण/सिविल आपूर्ति/सेवाओं इत्यादि के कार्यों के प्राधिकरण द्वारा बिल भुगतान किये जाने के लिये प्राधिकरण कर सलाहकार चार्टर्ड एकाउन्टेन्ट से प्राप्त हुई राय के क्रम में निम्नांकित प्रमाण पत्र/शपथ पत्र/Invoice बिलों के साथ प्रस्तुत किया जाना सुनिश्चित करावे :-

1. व्यक्ति/फर्म/कम्पनी/संस्था/टेकेदार का GST के अन्तर्गत रजिस्ट्रेशन प्रमाण पत्र की स्व:प्रमाणित फोटो प्रति।
2. व्यक्ति/फर्म/कम्पनी/संस्था/टेकेदार का GST के रजिस्ट्रेशन नहीं होने के स्थिति में स्व:प्रमाणित शपथ पत्र।
3. अपंजीकृत व्यक्ति/फर्म/कम्पनी/संस्था/टेकेदार के बिलों के भुगतान की स्थिति में मासिक टैक्स Invoice भुगतान-अधिकारी द्वारा मासिक आधार पर उसी माह के अंत में तैयार करवाया जाना सुनिश्चित किया जावेगा।
4. आपूर्ति एवं सेवा के विरुद्ध भुगतान बिलों में Vat/Service Tax चार्ज होने (Vat/Service Tax होने) पर (दिनांक 30.06.17 तक आपूर्ति एवं Invoice जारी करने पर) Taxable Invoice नहीं बनाया जावेगा एवं इनका भुगतान पूर्वानुसार (01.07.2017 से पूर्व निहित प्रक्रिया अनुसार) किया जाना सुनिश्चित करावे।

स्पष्टीकरण :- दिनांक 30.06.17 तक सामान की आपूर्ति के बिलों में Vat Invoice होने पर या अन्यथा होने पर इनका भुगतान पूर्वानुसार 01.07.2017 से पूर्व निहित प्रक्रिया अनुसार किया जावेगा।

संलग्न :- GST रेट तथा HSN/SAC CODE की फोटो प्रति

(बृजेश किशोर शर्मा)
निदेशक(वित्त)

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु :-

1. वरिष्ठ निजी सचिव, आयुक्त, जयपुर।
2. वरिष्ठ निजी सचिव, सचिव, जयपुर।
3. निदेशक (वित्त/विविध/अधियांत्रिकी-प्रथम व द्वितीय/आयोजना/परियोजना, जयपुर।
4. अतिरिक्त आयुक्त(प्रशासन/पूर्व/पश्चिम/एल.पी.सी./भूमि), जयपुर।
5. संयुक्त आयुक्त(सिस्टम मैनेजमेन्ट/संसाधन एवं समन्वय), जयपुर।
6. विशेषाधिकारी(संसाधन विकास), जयपुर।
7. अतिरिक्त निदेशक(राजस्व एवं संपत्ति निस्तारण), जयपुर।
8. समस्त जोन उपायुक्तगण , जयपुर।
9. मुख्य लेखाधिकारी(पी. एण्ड ए.), जयपुर।
10. उपनिदेशक(व्यय एवं बजट), जयपुर।
11. वरिष्ठ लेखाधिकारी(निर्माण-प्रथम/द्वितीय/आर.सी.आर./पेंशन/नीलामी), जयपुर।
12. सिस्टम एनालिस्ट, जयपुर को प्रेषित कर लेख है कि सिस्टम में GST नम्बर सम्मिलित करने एवं Tax Invoice बनाने की प्रक्रिया तैयार करावे।
13. उप रजिस्ट्रार(सहकारिता), जयपुर।
14. अधिशाषी अभियन्ता जोन , जयपुर।
15. वरिष्ठ उद्यानविज्ञ, जयपुर।
16. लेखाधिकारी (भुगतान/योजना/निर्माण)/सहायक लेखाधिकारी, जयपुर।
17. प्रभारी अधिकारी, नागरिक सेवाकेन्द्र, जयपुर।
18. सलाहकार(जनसम्पर्क), जयपुर।
19. रोकडियों(निर्माण/सिविल/भूमि आपाति), जयपुर।
20. रक्षित पत्रावली

अति.निदेशक(रा.एवं स.नि.)

	राजस्थान राजपत्र	RAJASTHAN GAZETTE
	विशेषांक	Extraordinary
	साधिकार प्रकाशित	Published by Authority
	पौष 22, बुधवार, शाके 1943-जनवरी 12, 2022 <i>Pausa 22, Wednesday, Saka 1943- January 12, 2022</i>	

भाग 4 (ग)

उप-खण्ड (1)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, January 12, 2022

G.S.R.398 -In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2022.
(2) They shall come into force from the date of their publication in the Official Gazette.

2. Amendment of rule 75.- In rule 75 of the said rules,-

- (i) in proviso to sub-rule (2), for the existing expression "31.12.2021", the expression "31.03.2023" shall be substituted; and
- (ii) in proviso to clause (f) of sub-rule (3), for the existing expression "31.12.2021", the expression "31.03.2023" shall be substituted.

[No. F.2(1)FD/G&T(SPFC)/2017]

By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

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Government Central Press, Jaipur.

H/G-Schedule

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work:- Maintenance of Earthen Channel to make smooth flow of Treated Sewage water from Gajadharpura STP Outlet start Point to End Point of Earthen Channel at various damaged locations for 1 year under JDA, Jaipur.

H-Schedule

Part-A (NON BSR ITMS)

S. No.	Item	Unit	Qty.	Rate to be Quoted (Rs.)	Amount (Rs.)
1.00	Maintenance of Earthen Channel to make smooth flow of Treated Sewage Water of Gajadharpura STP from Outlet Point to End Point of Earthen Channel including Cleaning, De-silting, removing of bushes etc if any, complete in all respect as directed by Engineer In-Charge.	Per Month	12		
				Total	

Signature of Contractor
with full address & Mobile No.

Executive Engineer (PHE-II)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work:- Maintenance of Earthen Channel to make smooth flow of Treated Sewage water from Gajadharpura STP Outlet start Point to End Point of Earthen Channel at various damaged locations for 1 years under JDA, Jaipur.

G-Schedule

Part-B (BSR ITEMS)

S. No.	Particular	Unit	Qty	Rate	Amount
1	Providing and Laying Reinforced Cement Concrete Pipe NP3 as per design in Single Row Providing and laying reinforced cement concrete pipe NP3 for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets Clause 1106.				
i	600 MM dia	R. Mtr.	60.00	1395.00	83700.00
ii	1000 MM dia	R. Mtr.	20.00	3600.00	72000.00
2	Supply of JCB (excavator cum loader) Type 3D on hire including POL & driver at different sites as Directed by Engineer in charge.	Per Hr.	480.00	745.00	357600.00
3	Supply of JCB (excavator cum loader) Type 3D on hire including POL & driver at different sites as Directed by Engineer in charge. Rate for idle period (50% of rate).	Per Hr.	240.00	372.50	89400.00
4	Supplying of 35 HP Diesel Tractor Trolley with hydraulic lift Trolley on hire with driver, cleaner and POL at different sites of JDA region as Directed by Engineer in charge.	Per Shift of 8 hrs	72.00	1290.00	92880.00

5	Supply of Hydraulic Proclaim Bucket capacity above 0.75 cum for Flood control works in JDA region, JDA, Jaipur including all transportation loading, unloading charges completely.	Hours	96.00	2500.00	240000.00
6	Supply of Hydraulic Proclaim Bucket capacity above 0.75 cum for Flood control works in JDA region, JDA, Jaipur including all transportation loading, unloading charges completely. Rate for idle period (50% of rate).	Hours	48.00	1250.00	60000.00
7	Road Sweeper	Each	100.00	396.00	39600.00
Part-B Rs.					1035180.00

I/We Quote as % above/ below the schedule "G"
(In words.....)

Signature of Contractor
with full address & Mobile No.

Executive Engineer (PHE-II)
JDA, Jaipur