

कार्यालय अधिशाषी अभियंता (पी.आई.ए.) ज.ग्र.वि. एवं भू-संरक्षण पंचायत समिति खेतडी (झुंझुनू)

क्रमांक:— 143-146

दिनांक :- 25-11-2025

निमित्त:— श्रीमान निदेशक

निदेशालय सूचना एवम जन सम्पर्क

राज. जयपुर

विषय:— ई-निविदा सूचना संख्या: 02 वर्ष 2025-26 को प्रकाशित करने बाबत।

महोदय,

उपरोक्त विषयान्तर्गत निवेदन है कि इस कार्यालय की ई-निविदा सूचना संख्या: 02 वर्ष 2025 - 26 को प्रकाशित करने हेतु संलग्नवार भिजवायी जा रही है। कृपया इस निविदा को एक मुख्य क्षेत्रीय दैनिक समाचारपत्र और पचास हजार या इससे अधिक प्रतियों के परिचालन वाला एक राज्य स्तरीय मुख्य दैनिक समाचार पत्र में विज्ञापन नीति की पालना करवाते हुए न्यूनतम स्थान में प्रकाशित करवाने का श्रम करावे तथा सम्बन्धित समाचार पत्र की प्रति सहित बिल इस कार्यालय को प्रकाशन के तुरन्त बाद भुगतान हेतु भिजवाना सुनिश्चित करे।

संलग्न:— उपरोक्तानुसार।

भवदीय

(मनोज कुमार गौड)
अधिशाषी अभियंता(पीआईए)
ज.ग्र.वि.एवं भू.स. विभाग
पंचायत समिति खेतडी

क्रमांक:—

दिनांक :-

प्रतिलिपि:—

1. श्रीमान् आयुक्त महोदय जलग्रहण विकास एवं भू-संरक्षण विभाग जयपुर।
2. श्रीमान् अधीक्षण अभियंता एवं परियोजना प्रबन्धक वाटरसेड सेलकम डाटा सेन्टर जिला परिषद झुंझुनू।
3. नोटिस बोर्ड..... ।

भवदीय

Signature valid
Digitally signed by Manoj Kumar Gaur
Designation : Executive Engineer
Date: 2025.11.25 14:09:01 IST
Reason: Approved

RajKaj Ref No.:
19025875

eSign 1.0



कार्यालय अधिशाषी अभियन्ता एवं पी.आई.ए, जलग्रहण विकास एवं भू-संरक्षण,
पंचायत समिति खेतड़ी

ई-निविदा सूचना संख्या :- 02/2025-26

राजस्थान के राज्यपाल महोदय की ओर से, कार्यालय अधिशाषी अभियन्ता (पीआईए), ज.ग्र.वि.एवं भू.स. विभाग, पंचायत समिति खेतड़ी में मुख्यमन्त्री जल स्वावलम्बल अभियान 2.0 द्वितीय चरण जिला झुन्झुनूं में विभागीय मद के अन्तर्गत स्वीकृत परियोजना MJSA 2.0 Phase-II Block-Khetri Distt. Jhunjhunu (Raj.) के कुल नं 01 पैकेज Construction of PT/MPT (11 Nos.) Total Work 11 आदि निर्माण कार्यो को सम्पादित करने हेतु राज्य सरकार/केन्द्र सरकार के विभागों में पंजीकृत एवं अधिकृत सक्षम श्रेणी के संवेदकों से ई-निविदाएं पैकेजवार आमन्त्रित की जाती है। कार्यो का विवरण कार्यालय अधिशाषी अभियन्ता (पीआईए), ज.ग्र.वि.एवं भू.स. विभाग, पंचायत समिति खेतड़ी में एवं <http://eproc.rajasthan.gov.in> व <http://sppp.raj.nic.in> पर देखा जा सकता है।

नीब नं.- WSC2526A1059

पैकेज संख्या	युबीएन नं.
1	WSC2526WSOB01830

भवदीय

(मनोज कुमार गौड)
अधिशाषी अभियन्ता(पीआईए)
ज.ग्र.वि.एवं भू.स. विभाग
पंचायत समिति खेतड़ी

Signature valid

Digitally signed by Manoj Kumar Gaur
Designation : Executive Engineer
Date: 2025.11.25 14:09:01 IST
Reason: Approved

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19025875

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Government of Rajasthan

WATERSHED DEVELOPMENT & SOIL CONSERVATION DEPARTMENT

NIT NO:- 02

Estimated Cost - 23.98 Lacs

Bidding Document For Works

Two Parts Bid

**Office of the Executive Engineer and PIA, WDSC,
P.S. Khetri, Jhunjhunu**

Signature valid

Digitally signed by Manoj Kumar
Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

**RajKaj Ref No.:
19018250**

eSign 1.0



Section-I

कार्यालय अधिशाषी अभियन्ता एवं पी.आई.ए, जलग्रहण विकास एवं भू-संरक्षण, पंचायत समिति खेतड़ी

क्रमांक : 142

दिनांक : 25.11.2025

ई-निविदा सूचना संख्या :- 02/2025-26

राजस्थान के राज्यपाल महोदय की ओर से मुख्यमन्त्री जल स्वावलम्बल अभियान 2.0 द्वितीय चरण जिला झुन्झुनूं में विभागीय मद के अन्तर्गत स्वीकृत परियोजना **MJSA 2.0 Phase-II Block-Khetri Distt. Jhunjhunu (Raj.) के कुल नं 01 पैकेज Construction of PT/MPT (11 Nos.) Total Work 11** आदि निर्माण कार्य एवं दोष निवारण, के लिए उपर्युक्त श्रेणी में सार्वजनिक निर्माण विभाग/जन स्वास्थ्य अभियांत्रिकी विभाग/जल संसाधन विभाग/ग्रामीण विकास एवं पंचायती राज विभाग/स्थानीय निकायों में पंजीकृत संवेदकों एवं राज्य सरकार/केन्द्रीय सरकार के अधिकृत संगठनों/केन्द्रीय लोक निर्माण विभाग/डाक एवं दूर संचार विभाग/रेलवे इत्यादि में पंजीकृत संवेदकों, जो कि राजस्थान सरकार के विभिन्न सक्षम श्रेणी के संवेदकों के समकक्ष हो, से निर्धारित प्रपत्र में ई-प्रोक्योरमेंट प्रक्रिया द्वारा ऑन लाईन निविदाएं आमंत्रित की जाती है।

क्र. सं	ब्लाक का नाम	कार्य का नाम	अनुमानित लागत (लाखों में)	निविदा प्रपत्र शुल्क	बोली प्रतिभूति राशि	प्रोसेसिंग शुल्क	कार्य पूर्ण करने की अवधि	बोली दस्तावेज डाउनलोड प्रारंभ तिथि एवं समय	बोली दस्तावेज eproc पोर्टल पर अपलोड करने की अंतिम तिथि एवं समय	तकनीकी बोली खोलने की तिथि, समय एवं कार्यालय	प्री बिड मीटिंग करने की दशा में दिनांक, समय एवं कार्यालय
1	2	3	4	5	6	7	8	9	10	11	12
1	खेतड़ी	Construction of PT/MPT (11)	23.98	500	47960	500	31 मार्च 2026	26.11.2025 प्रातः 11:00 बजे	06.12.2025 सांय 6:00 बजे	08.12.2025 प्रातः 11:00 बजे XEN PIA WDSC, PS Khetri	-

नोट:-

- आरटीपीपी अधिनियम-2012 व नियम 2013 के नियम 75(ए) के दिनांक 22.10.2021 को जारी गजट नोटिफिकेशन के अनुसार Unbalanced-Bid के लिये अतिरिक्त परफोरमेंस सिक्क्यूरिटी ली जावेगी।
- इच्छुक संवेदक को वैध पंजीयन/पुनर्विलोकन आदेश की प्रति अपलोड करना

Signature valid

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eSign 1.0

आवश्यक है। संबंधित निविदा प्रपत्रों को वेबसाईट "https://eproc.rajasthan.gov.in" से डाउनलोड किया जा सकता है। संवेदकों को निविदा इलैक्ट्रॉनिक फारमेंट में वेबसाईट "https://eproc.rajasthan.gov.in" पर जमा करानी है।

iii) निविदा हेतु पात्र संवेदकों की श्रेणी:-

किसी भी सीमा तक : "एए" श्रेणी संवेदक

रूपये 1000 लाख तक : "ए" श्रेणी संवेदक

रूपये 500 लाख तक : "बी" श्रेणी संवेदक

रूपये 150 लाख तक : "सी" श्रेणी संवेदक

रूपये 30 लाख तक : "डी" श्रेणी संवेदक

iv) निविदा के साथ लगाये जाने वाली निविदा शुल्क, प्रोसेसिंग शुल्क एवं धरोहर राशि के चालान की प्रति रजिस्ट्रेशन की प्रति एवं सूचना सही होने का शपथ पत्र (रु० 100/- के नॉन-जुडिशियल स्टाम्प पेपर पर) अपलोड किया जाना आवश्यक है।

v) निविदा शुल्क निम्नानुसार होगा-

कार्य की अनुमानित राशि (लाखों में)	निविदा शुल्क
50 लाख से कम तक	500 /- रुपये
50 लाख से 150 लाख से कम तक	1000 /- रुपये
150 लाख से 400 लाख से कम तक	2000 /- रुपये
400 लाख से अधिक	5000 /- रुपये

बोली दस्तावेज मूल्य (निविदा शुल्क) ऑनलाईन ई-ग्रास सिस्टम के माध्यम से चालान द्वारा बजट मद 0075-00-800-52-01 में अधीक्षण अभियन्ता एवं परियोजना प्रबंधक वाटरशेड सेल कम डाटा सेन्टर जिला परिषद झुन्झुनू के नाम (डीडीओ कोड 28608) जमा कराया जाना आवश्यक होगा।

vi) धरोहर राशि (Earnest Money/Bid Security) :- धरोहर राशि ऑनलाईन ई-ग्रास सिस्टम के माध्यम से चालान द्वारा बजट मद 8443-00-103-00-00 में संबंधित अधीक्षण अभियन्ता एवं परियोजना प्रबंधक वाटरशेड सेल कम डाटा सेन्टर जिला परिषद झुन्झुनू के नाम से जमा कराया जाना आवश्यक होगा के नाम (डीडीओ कोड 28608) जमा कराया जाना आवश्यक होगा।

vii) निविदा प्रोसेसिंग शुल्क वित्त विभाग के आदेश संख्या एफ.1(10)एफ.डी./एसपीएफसी/विविध /2022, दिनांक 27.01.2023 के अनुसार रु. 50.00 लाख तक की राशि के कार्यों के लिए रु 500/- व रुपये 50.00 लाख से अधिक एवं रु 1 करोड़ तक राशि के कार्यों के लिए रु 1500/-, रु 1 करोड़ से अधिक एवं रु 5 करोड़ तक रु 2000 व रु 5 करोड़ से अधिक के लिये रु 2500 . की राशि निविदा शुल्क के अतिरिक्त देनी होगी जो कि वित्त (जी एण्ड टी) विभाग के आदेश क्रमांक 6(5)वित्त/सा.वि.ले.नि./2018 दिनांक 27.04.2020 के अनुसार ई-प्रोक्योरमेन्ट पोर्टल पर ई-निविदाओं के प्रेषण के लिए एक ही चालान से बजट मद 8658-00-102-(16)-[01](DDO code 28608) में जमा कराया जाना आवश्यक होगा। जिसकी प्रक्रिया जारी आदेश में उल्लेखित है।

viii) निविदा शुल्क, प्रोसेसिंग शुल्क, धरोहर राशि का चालान तथा शपथ पत्र, ई-ग्रास पर भुगतान होने के पश्चात चालान सी.आई.एन. नम्बर के साथ जनरेट कर ई-ग्रास साईट से डाउनलोड

Signature valid

Digitally signed by Manoj Kumar Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

कर बोली दस्तावेजों के साथ अपलोड करना होगा।

- ix) निविदा प्रपत्र इलेक्ट्रॉनिक फॉरमेट में वेब साइट " <https://eproc.rajasthan.gov.in>" पर दिनांक 26.11.2025 प्रातः 11:00 बजे से दिनांक 06.12.2025 सायं 6:00 बजे तक जमा कराये जा सकते हैं। सामान्य प्रक्रिया के अन्तर्गत कार्यों की प्राप्त तकनीकी बिड, इलेक्ट्रॉनिक फॉरमेट में वेब साइट "<https://eproc.rajasthan.gov.in>" पर, कार्य के सम्मुख अंकित कार्यालय में दिनांक 08.12.2025 प्रातः 11:00 बजे खोली जायेगी।
- x) उक्त कार्यों के लिये तकनीकी बिड मूल्यांकन में सफल निविदादाताओं की वित्तीय बिड नियमानुसार खोली जावेगी।
- xi) यदि किसी कारणवश उस दिन अवकाश रहता है तो अगले दिन उसी समय व उसी स्थान पर निविदाये खोली जायेंगी।
- xii) निविदा अपलोड कराने के बाद निविदा की समस्त प्रक्रिया ऑन लाइन होगी।
- xiii) कार्य के सम्मुख उपरोक्तानुसार वर्णित कार्यालय में संवेदकों द्वारा दिनांक 26.11.2025 प्रातः 11:00 बजे से दिनांक 06.12.2025 सायं 6:00 बजे तक किसी भी कार्य दिवस में निविदा प्रपत्रों को देखा जा सकता है अथवा वेबसाइट "<https://eproc.rajasthan.gov.in>" ,or <https://sppp.rajasthan.gov.in> पर भी देखा जा सकता है। निविदा प्रपत्रों में निविदादाता के लिए योग्यता सूचना तथा निविदादाता की पात्रता, प्लान, स्पेसिफिकेशन, ड्राइंग, डिजाइन, विभिन्न कार्यों की मात्रा एवं दरों का विवरण, नियम शर्त एवं अन्य विवरण वर्णित है।
- xiv) कार्य पूर्ण करने की अवधि कार्य की अनुमानित राशि 75लाख/75 से 200लाख/200लाख से अधिक के लिये कमशः 4माह/6माह/9माह रहेगी, कार्य पूर्ण अवधि में मानसून अवधि शामिल है।
(विभागीय परिपत्र/आदेश क्रमांक एफ 20 (229)/निजभूस/तकनीकी/2024-25/राजकाज नंबर 13533982 दिनांक 17.03.2025 अनुसार)
- नोट:—प्लान्टेशन गतिविधि के लिए समय अवधि आगामी मानसून को ध्यान में रखते हुए सम्बन्धित उपापन संस्था द्वारा तय की जायेगी।**
- xv) कार्यों का दोष निवारण एवं उनके सुधार (डिफेक्ट लाईबिलिटी पिरियड) का उत्तरदायित्व कार्य पूर्णता के पश्चात दो वर्ष रहेगा। पौधारोपण एवं वनस्पतिक कार्यों के लिए डिफेक्ट लाईबिलिटी पिरियड पौधारोपण एवं वनस्पतिक कार्यों के पूर्ण होने के पश्चात् दो वर्ष रहेगा।
- xvi) निविदादाताओं (Bidder) का नियमानुसार GSTमें पंजीयन अनिवार्य है, जिसकी प्रति निविदा प्रपत्रों के साथ E-PROC पर अपलोड किया जाना अनिवार्य है। GST प्रावधानों के अनुसार संवेदकों को GST से संबंधित समस्त टैक्स (Tax) जमा कराना अनिवार्य होगा तथा इसके प्रावधानों के अनुसार नियमानुसार संवेदकों के बिलों में से कटौतियां की जावेगी। बिलों के भुगतान के दौरान समस्त वैधानिक कटौतियां करने के उपरांत ही भुगतान देय होगा।
- xvii) संवेदकों को निविदा के साथ उनके संवेदक रजिस्ट्रेशन की प्रति संलग्न/अपलोड करनी होगी।
- xviii) संवेदकों को नियमानुसार आयकर विभाग द्वारा जारी पेन कार्ड की प्रति संलग्न करनी होगी।
- xix) विशेष शर्त :—

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राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 एवं राजस्थान लोक उपापन में पारदर्शिता नियम 2013 की समस्त शर्तें मान्य होगी। RTPP एक्ट 2012 की धारा 42 उपापन प्रक्रिया में हस्तक्षेप के बिंदु 2 के अनुसार :-

(2) बोली लगाने वाला जो

(क) वित्तीय बोलियों के खुलने के पश्चात उपापन प्रक्रिया से हटता है।

(ख) सफल बोली लगाने वाला घोषित होने के पश्चात उपापन प्रक्रिया से हटता है।

(ग) सफल बोली लगाने वाला घोषित होने के पश्चात उपापन संविदा करने में असफल होता है।

(घ) सफल बोली लगाने वाला घोषित होने के पश्चात बोली लगाने वाले दस्तावेजों के निबन्धनों में अपेक्षित कार्य सम्पादन प्रतिभूति या कोई अन्य दस्तावेज या प्रतिभूति उपलब्ध करवाने में वैद्य आधारों के बिना असफल रहता है।

यह बोली लगाने वाले दस्तावेजों या संविदा में उपलब्ध अवलम्बन के अतिरिक्त ऐसे जुर्माने से दण्डनीय होगा जो पचास लाख रुपये या उपापन के निर्धारित मूल्य के दस प्रतिशत जो भी कम हो, तक का हो सकेगा।

xx) उक्त कार्यों की निविदा, निविदा खोलने की दिनांक से 90 दिवसों तक विधि मान्य (valid) रहेगी। यदि निविदादाता उस अवधि में अपनी निविदा अथवा शर्तों में किसी प्रकार का संशोधन करता है अथवा अपनी निविदा वापस ले लेता है तो उसकी धरोहर राशि जब्त कर ली जावेगी।

xxi) यदि नजदीकी रिश्तेदार (प्रथम रक्त संबंधी व उनके पति/पत्नि) कार्य से संबंधित वृत्त अथवा अधीनस्थ कार्यालय में लेखाकार अथवा सहायक अभियंता से लेकर अधीक्षण अभियंता स्तर का किसी भी स्तर पर पदस्थापित हो तो उसे कार्य पर नियुक्त करने पर प्रतिबन्ध रहेगा।

xxii) राज्य सरकार में किसी भी अभियांत्रिकी विभाग में किसी भी इंजीनियर अथवा इंजीनियरिंग या प्रशासनिक कार्य पर नियुक्त राजपत्रित अधिकारी राज्य सरकार की अनुमति के बिना सेवा निवृत्ति के 2 वर्ष तक संवेदक अथवा उसके कर्मचारी के रूप में कार्य नहीं कर सकेंगे। यदि संवेदक अथवा उसके कर्मचारियों में कोई ऐसा व्यक्ति जिसने राज्य सरकार की उक्त लिखित अनुमति निविदा जमा कराने से पहले अथवा संवेदक के यहाँ सेवायें लेने से पहले नहीं ली है तो अनुबंध रद्द किया जा सकेगा।

xxiii) संवेदक द्वारा निजी भूमि पर कार्य लाभार्थी द्वारा अंशदान जमा कराने के बाद कार्य प्रारम्भ करेगा। बिना अंशदान जमा कराये कार्य सम्पादित करने पर निर्धारित अंशदान की राशि संवेदक द्वारा प्रस्तुत बिल से कटौति की जावेगी।

xxiv) दर संविदा अन्तर्गत की गई इस निविदा सूचना में कार्य की मात्रा/लागत राशि में आकस्मिक किसी कारण से हुई कमी या वृद्धि/ उच्च स्तर से कार्यों की संख्या में कमी/वृद्धि होने पर कार्यदेश की राशि में कमी/वृद्धि की जा सकती है।

xxv) सशर्त निविदा मान्य नहीं होगी।

(XXVI) अन्य विविध शर्तें :-

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1. करार पत्र पूर्ण करने एवं उस पर स्टाम्प लगाने का व्यय निविदादाता द्वारा वहन किया जावेगा तथा विभाग को उस करार की निष्पादित स्टाम्प शुदा प्रतिपण (Counter foil) निशुल्क प्रस्तुत की जावेगी।
2. निविदा में वर्णित कार्यों में से किसी कार्य का सीएसआर/जन सहयोग द्वारा कराये जाने पर निविदादाताओं को उस कार्य का कोई भुगतान नहीं किया जावेगा।
3. कार्यों के क्रियान्वयन से पूर्व संबंधित पंचायत समिति के कनिष्ठ अभियंता ज.ग्र.वि. एवं भू.स. विभाग से ले आउट लेकर ही कार्य शुरू करें एवं कार्यों के क्रियान्वयन हेतु संवेदक को दक्ष अभियन्ता रखना होगा जिसकी योग्यता संबंधित दस्तावेज प्रस्तुत करने होंगे।
4. कार्यों के सुचारु क्रियान्वयन हेतु स्थानीय समुदाय से समन्वय एवं सामन्जस्य स्थापित करने की जिम्मेदारी संवेदक की रहेगी।
5. संवेदक को कार्य स्थल पुस्तिका एवं कार्य पत्रावली का संधारण करना होगा, कार्य के विभिन्न स्तरों जैसे कार्य के पूर्व, प्रगति एवं पूर्ण कार्य का फोटो संधारण करना होगा। कार्य स्थल पर कार्य की निर्देशानुसार जानकारी वाला साईन बोर्ड लगाना आवश्यक होगा।
6. निविदादाता को कार्य का सम्पादन कार्यालय कनिष्ठ/सहायक अभियन्ता (सम्बन्धित पं.स.) द्वारा प्रदत्त कार्यों की सूची में दिये गये अक्षांश व देशान्तर के अनुसार करना होगा अन्य स्थान पर किये गये कार्य का भुगतान नहीं किया जायेगा।
7. परियोजना प्रबन्धक/संबंधित अधिशाषी अभियन्ता के द्वारा समय-समय पर आयोजित बैठक में कन्ट्रैक्टर (संवेदक) को बुलाने पर भाग लेना अनिवार्य होगा।
8. कार्य के दौरान किसी भी प्रकार की जान माल के नुकसान की जिम्मेदारी स्वयं निविदादाता की ही होगी। सुरक्षा के पूर्ण उपाय निर्धारित नियमों के अनुसार निविदादाता द्वारा स्वयं करने होंगे। इसमें विभाग की कोई जिम्मेदारी नहीं होगी।
9. कार्यों को अधूरा छोड़ने की अवस्था में मूल निविदादाता की प्रतिभूति/ धरोहर राशि जब्त करली जावेगी एवं ऐसे अपूर्ण रहे कार्यों को पूर्ण करवाने पर होने वाले व्यय की राशि उक्त राशि में से काटकर संबंधित संवेदक से वसूल की जावेगी एवं ऐसे संवेदक को ब्लैक लिस्ट करने की कार्यवाही की जावेगी तथा ऐसे अपूर्ण रहे कार्यों को अन्य स्रोत से पूर्ण करवाया जा सकेगा।
10. कार्य को सम्पादित करने के समय सम्बन्धित सरपंच/अध्यक्ष/सचिव/कनिष्ठ अभियन्ता (जो भी लागू हो) द्वारा दिए गए निर्देशों की पालना सुनिश्चित करनी होगी। गैर जिम्मेदाराना तरीके से कार्य करवाने पर नुकसान की जिम्मेदारी संवेदक की होगी।
11. संवेदक को रनिंग बिल भुगतान खनिज विभाग से एस.टी.पी जारी करवाने पर ही देय होगा तथा अन्तिम भुगतान अदेय प्रमाणपत्र प्रस्तुत करने पर ही देय होगा। अन्यथा नियमानुसार रॉयल्टी काटकर भुगतान किया जायेगा।
12. अन्य समस्त शर्तें राज्य सरकार के लोक उपापन में पारदर्शिता अधिनियम 2012, राजस्थान लोकउपापन में पारदर्शिता अधिनियम 2013, सामान्य वित्तीय एवं लेखा नियमों, ग्रामीण विकास एवं पंचायती राज विभाग जयपुर से जारी वित्त एवं लेखा तथा पंचायत नियम 1996 में उल्लेखित नियमों एवं समय-समय पर जारी दिशा-निर्देशों के अधीन होगी।

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13. बोली दस्तावेज केवल eproc.rajasthan.gov.in पर अपलोड ही मान्य होगी। कार्य के लिए शुद्धि पत्र, नेगोसिएशन, कार्य आदेश ईत्यादि की सूचना केवल उक्त वेबसाईड के माध्यम से ही दीजाएगी।
14. निर्माण कार्यों के विभागीय अभियन्ताओं के निरीक्षण या परीक्षण के दौरान निर्माण कार्यों पर आपूर्ति की गई सामग्री उत्तम गुणवत्ता की नहीं होने पर संवेदक द्वारा स्वयं की लागत पर तत्काल कार्यस्थल से संवेदक के रिस्क एवं कॉस्ट पर कार्यस्थल से हटाना होगा एवं ऐसी अस्वीकृत सामग्री से निर्मित कार्यों का कोई भुगतान देय नहीं होगा।
15. किसी भी निविदा को स्वीकार करने एवं बिना कारण बताये निरस्त करने के समस्त अधिकार सक्षम उपापन समिति के पास सुरक्षित है।
16. फर्म अपनी संविदा को या उसके किसी सारवान भाग को किसी अन्य एजेन्सी को नहीं सोपेगा या उप भाडे (सब लैट) पर नहीं देगा।
17. धरोहर राशि/प्रतिभूतिराशि पर विभाग द्वारा ब्याज का भुगतान नहीं किया जावेगा।
18. कार्य अधूरा छोड़ने या कार्य अवधी के दौरान सम्पूर्ण रख-रखाव न होने की अवस्था में मूल निविदाकार की अमानता राशि , धरोहर राशि ,प्रतिभूति राशि जब्त कर बढी हुयी लागत उपरोक्तानुसार प्राप्त हुयी राशि को काट कर सम्बन्धित से वसूल की जावेगी एवं ब्लैक लिस्ट की कार्यवाही की जावेगी ।

xxvi) निदेशालय जलग्रहण विकास एवं भू-संरक्षण विभाग राजस्थान, जयपुर के पत्रांक एफ. 3(3)लेखा/योजनाएं/आजभूसं/2019-20/.राजकाज न. 12116751 दिनांक 20.03.2025 के अनुसार उक्त कार्यों के लिये प्रथम एवं द्वितीय अपीलीय अधिकारी निम्न प्रकार होंगे:-

क्र. सं.	कार्यालय/उपापन संस्था	प्रथम अपीलीय अधिकारी	द्वितीय अपीलीय अधिकारी
1.	सहायक अभियंता जलग्रहण विकास एवं भू-संरक्षण विभाग	अतिरिक्त मुख्य अभियंता/ अधीक्षण अभियंता एवं पदेन परियोजना प्रबंधक वाटरशेड सेल कम डाटा सेंटर जिला परिषद झुंझुनूं	प्रशासनिक विभाग
2	अधिशाषी अभियंता, जलग्रहण विकास एवं भू-संरक्षण विभाग	आयुक्त/ निदेशक एवं पदेन विशिष्ट भासन सचिव जलग्रहण विकास एवं भू-संरक्षण विभाग, जयपुर	प्रशासनिक विभाग
3.	अतिरिक्त मुख्य अभियंता/ अधीक्षण अभियंता एवं पदेन परियोजना प्रबंधक वाटरशेड सेल कम डाटा सेंटर जिला परिषद	आयुक्त/ निदेशक एवं पदेन विशिष्ट शासन सचिव जलग्रहण विकास एवं भू-संरक्षण विभाग, जयपुर	प्रशासनिक विभाग
4.	अतिरिक्त निदेशक (प्रशासन) जलग्रहण विकास एवं भू-संरक्षण विभाग, जयपुर	आयुक्त/निदेशक एवं पदेन विशिष्ट शासन सचिव जलग्रहण विकास एवं भू- संरक्षण, जयपुर	प्रशासनिक विभाग

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5.	आयुक्त/निदेशक एवं पदेन विशिष्ट शासन सचिव जलग्रहण विकास एवं भू-संरक्षण विभाग, जयपुर।	शासन सचिव, पंचायतीराज / प्रमुख शासन / अति. मुख्य सचिव, ग्रामीण विकास एवं पंचायती राज विभाग राज, जयपुर	वित्त बजट
----	---	---	-----------

xxvii) ई-टेन्डरिंग के लिये निविदादाता हेतु निर्देश :

- इन निविदाओं में इच्छुक निविदादाता निविदा प्रपत्रों को इन्टरनेट साइट "https://eproc.rajasthan.gov.in" से डाउनलोड (Download) कर सकते हैं।
- निविदाओं में भाग लेने वाले निविदादाताओं को इन्टरनेट साइट "https://eproc.rajasthan.gov.in" पर रजिस्टर करवाना होगा। ऑन लाइन निविदा में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट इनफोरमेशन टेक्नोलॉजी एक्ट – 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साइन करने हेतु काम आयेगा। निविदा दाता उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट सी सी ए (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदा दाताओं के पास पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
- निविदा दाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त वेबसाइट पर डिजिटल हस्ताक्षर के साथ प्रस्तुत करना होगा। जिनके प्रस्ताव डिजिटल साइन के साथ नहीं होंगे, उनके प्रस्ताव स्वीकार नहीं किये जायेंगे। कोई भी प्रस्ताव भौतिक रूप में स्वीकार्य नहीं होगा।
- इलेक्ट्रॉनिक निविदा प्रपत्र को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवें कि निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी निविदा प्रपत्रों के साथ अटैच एवं अपलोड कर दी गयी है।
- कोई भी निविदादाता को निविदा इलेक्ट्रॉनिकली जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा।
- बोली दस्तावेज प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें।
- बोलीदाता अपने दस्तावेजों पर पेंजिंग कर दस्तावेजों के साथ तालिका/सारिणी में विवरण मय पेज संख्या अंकित कर अपलोड करें।

(उपापन संस्था)

मैंने उक्त निविदा सूचना एवं उपरोक्त प्रपत्र में वर्णित सभी शर्तों को पढ़कर समझ लिया है एवं मैं इन से पूर्णतः सहमत हूँ।

निविदादाता के हस्ताक्षर

मय फर्म की सील

प्रोपराईटर का नाम :-

पता :-

पिन नं.:-

व्हाट्सप नम्बर :-

ईमेलआई. डी.:-

Signature valid

Digitally signed by Manoj Kumar Gaur

Designation : Executive Engineer

Date: 2025.11.25 11:45:25 IST

Reason: Approved

RajKaj Ref No.:
19018250

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Section-II

Instructions to bidders

1. **Important Instruction:-** The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajabsthan.gov.in> Therefore, the bidders are advised to acquaint themselves with the provisions of the Act, the Rules and PWF&AR before participating in the bidding process. If there is any discrepancy between the provisions of the Act, the Rules, PWF&AR and this Bidding Document, the provisions of the Act, the Rules and PWF&AR shall prevail.
2. **Information to bidders regarding Fee, EMD and Processing fees etc.**

District	Name of Work	Estimat ed Cost(Rs.)	Tender fees	Bid security amount	Processi ng fees	Time Allowed for completi on	End date and time for receipt of application for issue of tender form	Time and date of opening of tender	Place of Sale of documents	Class of contract or
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Jhunjhunu	Construction of PT/MPT (11 nos.) Block Khetri	23.98	500	47960	500	31 march 2026	Date 06.12.2025 Time at 6:00 PM	Date 08.12.2025 At 11: 00 AM	XEN PIA WDSC, PS Khetri and web site http://eproc.rajabsthan.gov.in	D-Class and Above

3. The Tender Fee mentioned as above should be deposited in favour **SE Cum Project Manager, WCDC, ZP jhunjhunu Office ID 28608** (Please verify the ID given in NIT) by E-Grass Challan online and must be uploaded alongwith scanned copy of Registration of Firm, E-Grass Receipt of Tender Fee, Processing Fee and GST Registration on portal.
4. The bid document can be downloaded by the bidder from website <http://eproc.rajabsthan.gov.in> and <http://sppp.rajabsthan.gov.in> as per mentioned in section III Bid data sheet.
5. The bid document is to be uploaded by the bidder/contractor on the website <http://eproc.rajabsthan.gov.in> only.
6. The hard copy of bid documents is available for inspection in the Office of XEN PIA WDSC, PS Khetri from date **26.11.2025 to 06.12.2025** between office hours on all working days.
7. For any queries/clarification concerned Procurement Entity Office of XEN PIA WDSC, PS Khetri from can be contacted during office hours from date **26.11.2025 to 06.12.2025**
8. As per rules GST Registration is Compulsory for Bidders, Copy of GST Registration must be uploaded on Eproc along with Bid Document.
9. Bid Security Amount , Processing fees and Tender Fee must be online deposited in e-grass as per FD deptt circular F6(5)/FD/GF&AR/2018 dt 27-4-2020 in following Head

Signature valid

Digitally signed by Manoj Kumar
Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
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- (1) Processing Fee-8658-00-102-16-01 (General Deptt.)
- (2) Tender Fee- 0075-00-800-52-01
- (3) Bid Security Amt- 8443-00-103-00-00

10. The Bid Security taken from a Bidder shall be forfeited in the following cases, namely: -
- i. when the Bidder withdraws or modifies its Bid after opening of Bids; or
 - ii. when the Bidder does not execute the agreement after issue of letter of acceptance/ placement of Work order within the specified time period; or
 - iii. when the Bidder fails to commence the Works as per Work Order within the time specified; or
 - iv. when the Bidder does not deposit the Performance Security and Additional Performance Security (if required) in the prescribed time limit after the work order is placed;
 - v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or if the Bidder does not accept the correction of its Bid. [Correction of Arithmetical Errors].
11. Copy of contractor valid registration order shall be uploaded by the bidder.
12. Correction of arithmetical errors in Financial bid: - Provided that a Financial Bid is Substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid 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.
 - iv. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of arithmetical errors, its Bid shall be disqualified and its Bid Security shall be forfeited.
13. **Signing of contract:-** In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be requested to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the Performance Security and a Additional Performance Security, if applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder.

If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security and Additional Performance Security (if required) within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder and take required action against it as per the provisions of the RTPP Act-2012 and the RTPP Rules-2013.

Signature valid

Digitally signed by Manoj Kumar
Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

14. **Performance Security:** - Performance Security shall be solicited from the successful Bidder except State Govt. Departments and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.

- A. The amount of Performance Security shall be as per rule 75 of RTPP rule 2013 and amended as per time to time. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS.
- B. If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced. The Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the Additional performance security must be deposited by successful bidder under RTPP Rule 75(A) and F.D circular dated 22-10-2021 and amended as per time to time.
- C. Performance Security and Additional performance security shall be furnished in one of the following forms as applicable-
 - I. Deposit through eGRAS; or
 - II. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or
 - III. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or
 - IV. Bank guarantee. It shall be got verified from the issuing bank. Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
 - V. In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from each running and final bill @ 10% of the amount of the bill (as per rule 75 of RTPP Rules 2013)
 - VI. Performance security and additional performance security furnished in the form of a document mentioned in 14 ii to v above shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder including defect liability period.
 - VII. Failure of the successful Bidder to submit the above- mentioned Performance Security and Additional Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest

Signature valid

Digitally signed by Manoj Kumar Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
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RajKaj Ref No.:
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evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

VIII. Forfeiture of Performance Security and Additional Performance Security: Amount of Performance Security in full may be forfeited in the following cases: -

- (a) when the Bidder does not execute the agreement [Signing of Contract] within the specified time; after issue of letter of acceptance; or
- (b) when the Bidder fails to commence the Works as per Work order within the time specified; or
- (c) when the Bidder fails to complete Contracted Works satisfactorily within the time specified; or
- (d) when any terms and conditions of the Contract is breached; or
- (e) Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or
- (f) if the Bidder breaches any provision of the Code of Integrity as specified for the Bidders in the Act, Chapter V of the Rules and this Bidding Document.
- (g) Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.
- (h) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

- 15. **Bid shall remain valid for 90 days after the bid opening date. A bid valid for a shorter period shall be rejected by the procuring Entity as non- responsive.**
- 16. Procuring entity has right to accept any bid and to reject any or all Bids as per rule 72 of RTTP rules 2013
- 17. Any person participating in the procurement process shall comply the provision of code of integrity and conflict of interest as per provision laid down in Rule 80 and 81 of RTTP Rules 2013.as per annexure A.
- 18. Declaration by the bidder regarding qualifications shall be given as per annexure B
- 19. **Grievance Handling Procedure during Procurement Process (Appeals)**
Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in annexure C in bidding forms.
- 20. Others as required.

Signature valid

Digitally signed by Manoj Kumar
Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
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Section III: Bid data sheet

NAME OF WORK: **Construction of PT/MPT (11 nos.) Block Khetri**

1.	Completion Period for construction of work	31 March 2026
2.	Defect Liability Period	2 Years
3.	Date of Issue of Notice Inviting Bid	26.11.2025
4.	Period and Places of Sale/ Download of Bidding Documents -	From : 26.11.2025 Time at 11:00 AM
		To : 06.12.2025 Time up to 6:00 PM
		Place : Office of Executive Engineer & PIA, Watershed Development & Soil Conservation, Panchayat Samiti Khetri web site http://eproc.rajasthan.gov.in
5.	Time, Date and Place of Pre-bid Meeting	
6.	Deadline for Receiving/ uploading online Bids	From : 26.11.2025 Time at 11:00 AM
		To : 06.12.2025 Time up to 6:00 PM
7.	Time , Date and Place for Opening Technical Bid	Date 08.12.2025, Time : 11:00 AM Place Office of Executive Engineer & PIA, Watershed Development & Soil Conservation, Panchayat Samiti Khetri
8.	Time and Date for Opening Financial Bid	Will be intimate by Eproc
9.	Place of Opening Bids	Address is : Office of Executive Engineer & PIA, Watershed Development & Soil Conservation, Panchayat Samiti Khetri
10.	Bid Validity	90 days from opening of bid.
11.	Officer Inviting Bids	Designation: Executive Engineer & PIA, Watershed Development & Soil Conservation, Panchayat Samiti Khetri
12.	Rate are based on BSR	Rates are based on RDPR , WRD AND HORTICULTURE DEPARTMENT BSR effective from 2025-26 with all subsequent corrigendum
13.	Processing Fee, Tender Cost and Earnest money/bid security deposit details	Bid Security Amount , Processing fees and Tender Fee must be online deposited in Egrass as per FD deptt circular F6(5)/FD/GF&AR/2018 dt 27-4-2020 in following Head (1) Processing Fee-8658-00-102-16-01 (General Deptt.) (2) Tender Fee- 0075-00-800-52-01 (3) Bid Security Amt- 8443-00-103-00-00

Signature valid

Digitally signed by Manoj Kumar Gaur¹³
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
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Section-IV Evaluation and Qualification Criteria

1. Evaluation Criteria

- (i) The successful bid will be the lowest evaluated responsive Bid which qualifies in technical evaluation.

- (ii) **Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail.

2. Qualification Criteria

2.1 Normal procedure (Works costing up to Rs. 1.0 Crore):

Following documents necessary for eligibility criteria of the bidder: -

- i. Details of Registration/ Incorporation of the Bidder as firm/Company/ Society etc. including complete address, telephone/ fax/ mobile numbers, e-mail address etc. (enclose copies of certificate of registration/ incorporation issued by concerned authority like Registrar of Firms, Registrar of Companies, Registrar of Societies, etc., Memorandum of Association/ Partnership Deed/ By-laws.
- ii. Enlistment details with address and contact details of the enlisting authority (enclose copy of valid enlistment Certificate of appropriate class).
- iii. Permanent Account Number (PAN) Card issued by Income Tax Department
- iv. GST registration Certificate
- v. Instrument/ challan of Bid security as specified in bid data sheet
- vi. Instrument/challan of cost of bid document as specified in bid data sheet
- vii. Instrument/challan of cost of bid processing fees as specified in bid data sheet
- viii. Declaration by the Bidder regarding Code of Integrity, Conflict of Interest, Qualification and Eligibility. (as per annexure B of bidding form)

Signature valid

Digitally signed by Manoj Kumar
Gaur¹⁴
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

Section V-Bidding Form/schedule

Contents

S. No.	Particulars	Page no.
1	Technical Bid Check List	
2	Letter of Technical Bid	
3	Schedule V I DETAILS OF LITIGATION OR ARBITRATION CONTRACTS	
4	Annexure B: Declaration by the Bidder regarding Qualifications	
5	Form no.1 : Memorandum of Appeal	

Signature valid

Digitally signed by Manoj Kumar¹⁵
Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

RajKaj Ref No.:
19018250

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**1.CHECK LIST FOR TECHNICAL/POTENTIAL/POST QUALIFICATION ASSESSMENT
OF CONTRACTOR ABSTRACT DETAILS**

The technical Bid must necessarily contain scanned copies of all the filled up forms of technical bid along with attested copies of the relevant referred documents as proof.

1. Name of the Work :
.....
2. Name of the Contractor :
.....
1. Details of Registration/ Incorporation of the Bidder as firm/Company/Society etc. including complete address, telephone/ fax/ mobile numbers, e-mail address etc. (enclose copies of certificate of registration/ incorporation issued by concerned authority like Registrar of Firms, Registrar of Companies, Registrar of Societies, etc., Memorandum of Association/ Partnership Deed/ By-laws/ others).-----

2. Power of attorney/ Authority authorizing the person signing the bid.-----

3. Enlistment details with address and contact details of the enlisting authority (enclose copy of valid enlistment Certificate of appropriate class).-----

4. Permanent Account Number (PAN) Card issued by Income Tax Department.-----

5. GST registration Certificate
6. Instrument/ challan of Bid security as specified in bid data sheet.-----
7. Instrument/challan of cost of bid document as specified in bid data sheet.-----

8. Instrument/challan of cost of bid processing fees as specified in bid data sheet.-----

9. Declaration by the Bidder regarding Code of Integrity, Conflict of Interest, Qualification and Eligibility.(as per annexure B of bidding form)
10. Litigation/Arbitration (As per Schedule-VI) :.....
Maximum value at present price level of
disputed amount claimed in Litigation/
Arbitration resulting from contracts executed
in last five years.

:

Signature of Bidder

(with Seal, Wherever applicable)
(with Seal)

Signature valid

Digitally signed by Manoj Kumar
Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

1. **Letter of Technical Bid**

Technical Bid Submission Sheet

Date: _____

NIBNo.: _____

To: Executive Engineer & PIA, Watershed Development & Soil Conservation, Panchayat Samiti Khetri

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. -----
- (b) We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to execute the following Works as per designs, drawings, specifications, terms and conditions.
- (c) Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10 percent of the Contract Price, or get it deducted from our running and final bills, or shall submit a Performance Security Declaration, as the case may be for the due performance of the Contract and Additional Performance Security (if applicable) will be deposited at the time of execution of the agreement.
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities of India or other eligible countries.
- (f) We are not participating, as Bidder, in more than one Bid for this Works in this bidding process, other than alternative offers, if permitted, in the Bidding Document.
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, have not been debarred by the State Government or the Procuring Entity.
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them.

Signature valid

Digitally signed by Manoj Kumar Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

(k) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Works till completion of all our obligations under the Contract;

(l) Other comments, if any:

Name: _____

In the capacity of: _____ Signed: _____

Date: _____

Duly authorised to sign the Bid for and on behalf of: _____

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

Signature valid

Digitally signed by Manoj Kumar
Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

**RajKaj Ref No.:
19018250**

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SCHEDULE – VI

[Reference Clause 3 (g) of section IV]

DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

S. No.	Name of work with Agreement No. & date	Client	Work order amount	Disputed amount claimed in Litigation/ Arbitration	Date of Raising Disputed Amount	Actual Award amount if the case is decided	Cause of Litigation & matter in dispute
1	2	3	4	5	6	7	8

Signature of Bidder
(with seal)

Signature valid

Digitally signed by Manoj Kumar Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

RajKaj Ref No.:
19018250
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Annexure B: Declaration by the Bidder regarding qualifications

In relation to our Bid submitted to [enter designation and address of the procuring entity] for procurement of *[insert name of the Works]* in response to their Notice Inviting Bids No.-----Dated-----we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We are eligible and 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 our obligation to pay such of the taxes payable to the Central Government or 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 our affairs administered by a court or a judicial officer, not have our business activities suspended and are 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 offence related to our professional conduct or the making of false statements or misrepresentations as to 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. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name :

Designation: Address

Signature valid

Digitally signed by Manoj Kumar Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

**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)

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

Signature valid

Digitally signed by Manoj Kumar
Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

Section-VI Procuring Entity's General requirements

The Procuring Entity requires that (From Contractor side)

1. The Contractor shall critically examine, confirm all geo - tech investigations, levels, findings and evaluate the designs, drawings, details and BOQ/ Activity Schedule documents provided by the Procuring Entity and specifically point out modifications, on the date of pre bid meeting (if organise pre bid meeting) or before the closing date of submission bid documents. if any , required to these documents .Such modifications should not dilute the specifications or durability of the structures.
2. Pretest and confirm/ seek approval from the Procuring Entity of all input materials. Suggest any suitable local materials along with its test data for use in the Works through value engineering. Any non-conformance or failure of the Works on account of use of such materials shall be the responsibility of the Contractor.
3. Ensure use of specified and approved materials, specified procedures, proper equipment and the specified output to ensure proper quality and durability of Works.
4. Quality Assurance Plan: ***All relevant IS codes and provisions in vetted drawing by competent authority should be strictly adhered to*** QUALITY CONTROL MANUAL MARCH – 2011 and amended there after (WRD DEPTT, Rajasthan) TO BE FOLLOWED DURING CONSTRUCTION along with deptt. Orders/letters.
5. Prepare a detailed quality assurance plan for execution on a three tier platform with the help of a field laboratory established at his cost. Keep all BIS, and other required codes available in the field laboratory for use. This plan should be complied with in totality.
6. Pre-empt any possibility of force majeure conditions along with proper coordination with the Procuring Entity.
7. Minimise the variations and extensions in the time for completion.
8. Protect the Environment at the Site.
9. Promote a congenial working atmosphere at the Site.
10. Employ the team of engineers as specified in the Contract, skilled and other labour in planned manner.
11. Comply to the instructions of the Engineer-in Charge and the Third Party Quality Inspection Agency, if any, with regard to quality and durability of the Works.
12. Serve faithfully the defect liability and the maintenance period, if any.
 13. Works those are proposed to be executed on private land of beneficiaries, the respective beneficiaries will contribute as per scheme gudilines of the estimated cost of the work according to type of activity and category of the beneficiary. The contribution such received may be in the form of monetary, labour or material and it has to be incorporated by the contractor in execution of such work but no cash contribution shall be received by the contractor directly from the beneficiary
14. Others, as required.

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Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

Section- VII A GENERAL CONDITIONS OF CONTRACT

1. Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

- 1.1 **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2 **Compensation Events** are those defined in Clause 32 of this section hereunder.
- 1.3 The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 35 of this section.
- 1.4 The **Contract** is the contract between the procuring entity and the Contractor to execute, complete and maintain the Works.
- 1.5 The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the procuring entity.
- 1.6 The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the procuring entity and includes Technical and Financial bids.
- 1.7 The **Contract Price** is the price stated in the Letter of Acceptance and there after as adjusted in accordance with the provisions of the Contract.
- 1.8 **Days** are calendar days; months are calendar months.
- 1.9 A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.10 The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.
- 1.11 The **procuring Entity** is the party who will employ the Contractor to carry out the Works.
- 1.12 The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.
- 1.13 Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- 1.14 The **Initial Contract Price** is the Contract Price listed in the procuring entity Letter of Acceptance.
- 1.15 The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.
- 1.16 **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- 1.17 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

2. Interpretation

- 2.1. The documents forming the Contract shall be interpreted in the following order of

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Digitally signed by Manoj Kumar Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Contract/bid Data
- (5) Conditions of Contract including General and Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of Quantities
- (9) Notice Inviting Bid
- (10) The provisions of Appendix XI of PWF&AR Part-II and Rule 322 of PWF&AR Part-I must be complied.
- (11) Any other document listed in the Contract Data as forming part of the Contract.

3. Determinations: -

Whenever these Conditions provide that the Engineer-in-charge shall proceed in accordance with this Sub-Clause 3 to agree or determine any matter like variations, extensions of time, responsibilities / valuation for loss and or damage to works etc., the Engineer-in-charge shall peruse the Contract, Specifications, Codes and consult the Contractor in an endeavor to reach an agreement. If an agreement is not reached, the Engineer-in-charge shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

The Engineer-in-charge shall give notice to the Contractor of each agreement or determination, with supporting particulars, within 28 Days from the likely date of implementation of such agreement or determination and obtain receipt of the corresponding claim or request except when otherwise specified. The Contractor shall give effect to each determination unless and until revised under Clause 21 [Claims, Disputes and Arbitration].

4. Language and Law

The language of the Contract and the law governing the Contract are -----

5. Engineer's Decisions

Except where otherwise specifically stated, the Engineer will decide contractual matters between the procuring entity and the Contractor in the role representing the procuring entity

6. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

1. Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the procuring entity between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The procuring entity may modify the schedule of other contractors and shall notify the contractor of any such modification.

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2. Personnel

- 8.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 8.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

3. Procuring entity and Contractor's Risks

The procuring entity carries the risks which this Contract states are procuring entity risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

9.1 Procuring entity's Risks

The procuring entity is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restrict to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

9.2 Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

10. **Site visit:-** The bidder shall, prior to submitting his tender for the work, visit and examine the site of works and its surroundings at his own expenses and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his tender and entering in to a contract including the actual condition, regarding the nature, conditions of site , availability of materials, labour, probable sites for labour camps, stores etc, and extent of lead and lift required for the work in complete form over the entire duration of the contracts after taking into consideration local conditions obstructions in work, if any, and allow for all such extras likely to be incurred due to any such conditions, restrictions, obstructions, etc. In the quoted contracts price for the work.

A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding or otherwise shall be allowed

11. Queries about the Contract Data

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Digitally signed by Manoj Kumar Gaur
Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
Reason: Approved

The Engineer will clarify queries on the Contract Data.

12. Contractor to Construct the Works

The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

13. The Works to be Completed by the Intended Completion Date

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

14. Approval by the Engineer

14.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

14.2 The Contractor shall be responsible for design of Temporary Works.

14.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

14.4 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer incharge before their use.

15. Safety

The Contractor shall be responsible for the safety of all activities on the Site.

16. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the procuring entity. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

17. Possession of the Site

The procuring entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the procuring entity is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

18. Access to the Site

The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

19. Instructions

19.1 The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the Site is located.

19.2 The Contractor shall permit the procuring entity to inspect the Contractor's accounts and

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records relating to the performance of the Contractor and to have them audited by auditors appointed by the procuring entity, if so required by the procuring entity.

20. Jurisdiction of Court

In the event of any dispute arising between the parties hereto, in respect of any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place, where agreement is executed and by no other court after completion of proceedings

- 21. Extension of the Intended Completion Date

- a. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost. In the event of any dispute arising between the parties hereto, in respect of any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place, where agreement is executed and by no other court after completion of proceedings.
- b. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- c. The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the procuring entity his decision. The procuring entity shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the procuring entity fails to give his acceptance, the Engineer shall not grant the extension.

22. Identifying Defects

The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect

23. Tests

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

24. Correction of Defects

- a. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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- b. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

25. *Uncorrected Defects*

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

26. Bill of Quantities

26.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

26.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

27. Payment Certificates

- a. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- b. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking in to account any credit or debit for the month.
- c. The value of work executed shall be determined by the Engineer.
- d. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- e. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

28. Payments

Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The procuring entity shall pay the Contractor the amounts certified by the Engineer incharge after the date of each certificate.

29. Tax

The rates quoted by the Contractor shall be deemed to be inclusive of the GST and other taxes that the Contractor will have to pay for the performance of this Contract. The procuring entity will perform such duties in regard to the deduction of such taxes at source as per applicable law.

30. Currencies

All payments shall be made in Indian Rupees.

31. Retention

- a. The procuring entity shall retain from each payment due to the Contractor the proportion until Completion of the whole of the Works.
- b. On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the

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Designation : Executive Engineer
Date: 2025.11.25 11:45:25 IST
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Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

- c. On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

32. Liquidated Damages/compensation for delay

- a. The time limit allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the 10th day after the date written order to commence the work given to the contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of bid security. And security deposit. Besides appropriate action may be taken by the engineer incharge/ competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, through-out the stipulated period of completion of the contract, be preceded with all due diligence time being essence of the contract, on the part of the contractor. To ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceed good progress during the execution of work, the contractor shall be bound in all cases in which the time allowed for any work exceed on month, to complete 1/8 of the whole of the work before 1/4 of the whole time allowed under the contract has elapsed 3/8 of the work be for of such time has elapsed and 3/4 of the work before a of such time has elapsed. If the contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the Government at every time span as below: -

A	Time Spans of full Stipulated period	1/4 th(----- days	1/2th (----- days	3/4 th th (---- days	Full (-----days
B	Work to be completed in terms of money	1/8 th (Rs-----)	3/8 th (Rs-----)	3/4 th (Rs-----)	full (Rs-----)
C	Compensation payable by the contractor for delay attributable to the attributable to stage	2.5% of schedule work remained unexecuted on the day of (1/4) time span	5% of schedule work remained unexecuted on the day of (1/2) time span	7.5% of schedule work remained unexecuted on the day of (3/4) time span	10% of schedule work remained unexecuted on the day of contracted full period

Note: - In case delayed period over a particular span is split up and is jointly attributable to government and contractor, the competent authority may reduce the compensation in proportion of delay attritubale to government over entire delayed over that span after clubbing up the split delays attributable to government and this reduced compensation would be applicable ovr the entire delayed period without paying any excalation.

- b. In case the delay in execution of work is attributable to the contractor, the spanwise

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compensation, as laid down as above shall be mandatory. However, in case the slow progress of time span is covered up within original stipulated period then the amount of such compensation levied earlier shall be refunded. The engineer in charge shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation if the delay is attributable to contractor, otherwise without compensation.

- c. However, if for any special job, a time schedule has been submitted by the contractor before execution of agreement and it is entered in agreement as well as same has been accepted by the engineer-in -charge, the contractor shall complete the work within the aid time schedule. In the event of the contrector failing to comply with this condition he shall be liable to pay compensation shall not exceed 10% of the value of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

33. Securities

The Performance Security (including additional performance security) be provided to the procuring entity no later than the -date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the procuring entity, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional performance security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

34. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

35. Completion

The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

36. Taking Over

The procuring entity shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

37. Final Account

- a. The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been

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resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

38.1 Termination of Contract by Procuring Entity

Subject to the other provisions contained in this Sub-Clause the Engineer-in-charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this Contract or otherwise and whether the date of completion has or has not elapsed by a notice of reasonable period in writing absolutely determine the Contract in any of the following cases:

- i. If the Contractor, having been given by the Engineer-in- Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner, or by workers who do not understand the instructions of the Engineer-in-Charge, or do not execute the work as per specifications or in contravention of the advice of the third party quality inspections agency about the quality of works, if any, shall omit to comply with the requirement of such notice for a period of fifteen Days there of.
- i. If the Contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or the creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.
- ii. If the Contractor has, without reasonable cause, suspended the progress of the Works for a continuous period of 30 days, or has failed to proceed with the Works with due diligence so that, in the reasoned opinion of the Engineer-in-Charge (which shall be final and binding), he will be unable to secure completion of the Works by the stipulated date of completion and continues to do so after a notice in writing of fifteen Days from the Engineer-in-Charge.
- iii. If the Contractor fails to complete the Works within the stipulated time or spans of the Works with individual date of completion, if any stipulated, on or before such date(s) of completion and or fails to achieve two continuous mile stones, does not complete them within the period specified in a notice given in writing on that behalf by the Engineer-in-Charge.
- iv. If the Contractor persistently neglects to carry out his obligations under the Contract and/ or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within fifteen Days after a notice in writing is given to him on that behalf by the Engineer-in-charge.
- v. If the Contractor sublets the Works or a part of Works without specific permission of the Procuring Entity/ Engineer- in-charge.
- vi. If the Contractor has not been commenced the Works by the Commencement Date or within 1/8th of the stipulated time for completion subject to a maximum of 45 Days, whichever is earlier.

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When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Procuring Entity shall have the powers:

- (a) To determine or rescind the Contract as aforesaid (of which a 28 days' termination or rescission notice in writing to the Contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the Bid Security and Performance Security under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Procuring Entity.
- (b) To employ labour paid by the Procuring Entity and to supply materials to carry out the Works or any part of the Works, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it has been carried out by the Contractor under the terms of this Contract. The certificate of the Engineer-in-Charge, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the Sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Procuring Entity are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- (c) After giving notice specifying the date and time to the Contractor to measure up the acceptable (executed as per design, drawings and specifications) work of the Contractor at Site and to take such part thereof, as shall be unacceptable out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Procuring Entity under this Contract or any other account, whatsoever, or from his Bid Security, Performance Security or the Enlistment Security or the proceeds of sale thereof, or a sufficient part thereof as the case may be.
- (d) In the event of any one or more of the above courses being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the Works or the performance of the Contract.
- (e) In case action is taken under any of the aforesaid provisions, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this Contract unless and until the Engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

38.2 Contractor liable to pay compensation even if action not taken under Sub- Clause above

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- (a) In any case in which the powers conferred upon the Engineer- in-Charge by Sub-Clause 38.1 [Termination by Procuring Entity] shall have become exercisable and the same are not exercised, the non-exercise of such powers shall not constitute a waiver of any of the conditions here of and such powers shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.
- (ii) In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding Sub- Clause 38.1, he may, if he so desires, after giving a notice in writing to the Contractor, take possession of all or any tools, plants, materials and stores, in or upon the Works or the Site, thereof or belonging to the Contractor or procured by him and intended to be used for execution of the Works or any part thereof, paying or allowing for the same in account, at the Contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge (whose certificate, thereof, shall be final and conclusive), otherwise the Engineer-in-Charge may, by notice in writing to the Contractor or his authorized agent, require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and his risk in all respects, and the certificate of the Engineer-in- Charge as to the expenses of any such removal, and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

38.3 Valuation at the date of termination: As soon as practicable after a notice of termination under Sub-Clause 38.1 has taken effect, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

38.4 Payment after Termination

- i. After a notice of termination under Sub-Clause 38.1 has taken effect, the Procuring Entity may: proceed in accordance with Sub-Clause 3.
- ii. withhold further payments to the Contractor until the Costs of execution, completion and remedying of any Defects, damages for delay in completion (if any), and all other Costs incurred by the Procuring Entity, have been established, and
- iii. recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra Costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 38.3. After recovering any such losses, damages and extra Costs, the Procuring Entity shall pay balance to the Contractor, if any.

38.5 Procuring Entity's Entitlement to Termination for Convenience

If, at any time after the commencement of the Works, the Government/ Procuring Entity shall, for any reason, whatsoever, not require the whole work, there of, as specified in the Contract, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the

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Contractor, who shall have no claim to any payment or compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the full amount of the Works not having been carried out. Neither shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the Works, as originally contemplated. Provided, that the contractor shall be paid the charges for the cartage only, of materials actually brought to the Site of the Works by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the Works or any portion thereof, and taken them back by the Contractor provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less.

38.6 *Corrupt, Fraudulent or Collusive Practices*

If the Procuring Entity determines that the Contractor, his Sub- Contractors or any of their personnel has breached the Code of Integrity prescribed in the Act, the Rules, or the Instructions to Bidders [Section I of the Bidding Document] or has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 Days notice to the Contractor:

- i. terminate the Contract and expel him from the Site,
- ii. forfeit or encash performance security and any other security or bond relating to this Contract,
- iii. recover the payments made under the Contract alongwith interest thereon at bank rate, recover compensation for loss incurred due to termination of the Contract including excess expenditure, if any incurred in getting the remaining work executed from other agency under Sub-Clause 38.1.

For the purposes of this Sub-Clause:

- i. “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution;
- ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract;
- iii. “collusive practice” means a scheme of arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels;
- iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the Works then that employee shall be removed.

38.7 *Termination of Contract on death of Contractor*

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Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, the Procuring Entity shall have the option of terminating the Contract without compensation to the Contractor after the affidavit of his/ their legal heir/heirs that they are not in a position to complete the work as contracted.

39. Operating and Maintenance Manuals

- 39.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 39.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

40 Payment upon Termination

- 40.1 If the-Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as *per* applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the procuring entity exceeds any payment due to the Contractor the difference shall be a debt payable to the procuring entity.
- 40.2 If the Contract is terminated at the procuring entity's convenience or because of a fundamental breach of Contract by the procuring entity, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

41 Property

All materials on the-Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the procuring entity, if the Contract is terminated because of a Contractor's default.

42 -75 A Additional Performance Security. -

- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security as per Rule-75A of RTTP Rules-2013 shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder

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before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's cheque Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule, -

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
 - (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
 - (iii) Unbalanced Bid Amount means positive difference of eighty-five percent of Estimated Bid Value Minus Bid Amount Quoted by the bidder.
- (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

43 The bidder shall compliance of the labour regulation and abolition act 1970 and 1971.

Section- VII (B) SPECIAL CONDITIONS OF CONTRACT

1. Contractor is supposed to carryout digitized photography at identified & locations on every work along with videography as required by department.
2. Collection of material shall be uniform at plant and work site as per approved design mix and grading.
3. The Executive Engineer or his representative is empowered to check all privately hired/owned machinery & report, if any under specifications machinery is being used by the contractor.
4. The contractor shall not work after the sunset and before sunrise without specific permission of the authorized Engineer.
5. The work shall confirm to specifications.
6. None of the permanent work shall be carried out during nights without permission in writing of the Engineer-in-Charge.
7. The contractor shall arrange his own land for the erection of plants storage and parking of machineries, stacking of material etc.
8. Quality control record will be maintained as per Q C Manual 2011(WRD) with appropriate specific tests being carried out in the respective PWD/RD&PR/WRD/Engineering & Poly tech. colleges Regional laboratory or in the field laboratory for which the cost will be borne by the contractor. In case, it is found that the results obtained for the work done are below the prescribed

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- standards/norms, then the contractor has to remove such defective work at his own cost, otherwise it shall be got removed by the Engineer-in-Charge at the risk and cost of the contractor.
9. Collection of all material and material to be used for wd&sc work as well as building works shall be subject to satisfactory test result of quality control before use. If test results are not found satisfactory, the material shall be rejected or the rates may be reduced at the discretion of the Engineer-in- Charge and the contractor shall be bound to it.
10. Before start of work display boards showing the name of work, sanctioned amount, date of start, date of completion, name of division, contract telephone/mobile nos. etc. shall be displayed on either end of the project sections as per guideline and directions of Engineer.
11. The rates are inclusive of all lead and lifts for complete finished work unless & otherwise the same is specifically stated in the rates.
12. The methodology and equipments to be used on the project shall be furnished by the contractor to the Engineer well in advance of commencement of work and approval of the Engineer is obtained prior to its adoption and use.
13. The defect liability period shall be **TWO YEARS. For Plantations and Vegetative works defect liability period Shall be after completions of Plantation and Vegetative works.** executed under this agreement. Performance Security Deposit shall be refunded after **TWO YEARS** from the date of actual completion of the work provided the final bill has been paid. During this period, the contractor shall carry out maintenance and rectifications of defects (if any) of the job at his own cost, failing which it shall be carried out at risk & cost of the contractor and expenditure so incurred shall be recoverable from the contractor. No extra payment for maintenance and rectification of defects during DLP shall be admissible to the firm.
14. One register has to be maintained by every A. EN for recording the inspection details of works in his jurisdiction under defect liability period.
15. The Hinderance Register (RPWA-115) to be maintained at every site of work by the Engineer incharge in compliance of F.D. Circular No. F.2(4) Finance/PWF&AR/99 part-II dated 22-05-2017.
16. Compaction of earth in embankment or in subgrade shall be done by vibratory compactor to achieve the desired density as per specifications. For which no extra payment shall be made.
17. Labour Cess amount shall be deducted from contractor's bill at the rate of 1% in accordance with orders No. F1(8)(1) Bha.Sa.Ni./IR/2010-9568 dt. 17.05.2010 issued by Principal Secretary, Labour, Employment & Technical Education (Training), Government of Rajasthan.
18. The contractor shall engage unskilled local labour from Rajasthan state preferably of

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- the district, for the execution of the work.
19. Contractor will have to provide site office with adequate facilities, field and plant laboratory unit with qualified testing staff and necessary informatory boards/maps showing salient feature of the project.
 20. The Government shall have right to cause and Audit & Technical examination of work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within 2 years, after payment of the final bill and is as a result of such audit & technical examination any sum is found to have been over paid in respect of any work done by the contractor under contractor of any work claimed by him to have been done by him under the contract and found not to have been executed the contractor shall be liable to refund the amount of over payment and it shall be lawful for the Department to recover the sum from him in the manner prescribed legally permissible. The department shall further have the right to affect such recoveries under PDR Act.
 21. Registration of workers shall be executed by bidder in accordance with order no. 46/2010 dated 28.05.2010 issued by Finance Department Government of Rajasthan.
 22. The Agency (Procurement entity) has to follow & adhere the guidelines issued by the Govt. of Rajasthan under Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules 2013.
 23. Force Majeure: The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contracting agency.
 24. The Contractor will arrange Electricity and Water at his own cost and all the necessary resources.
 25. Any damage to the structure shall have to be rectified by contractor at his own cost under direction of Engineer-in-charge.
 26. The rates of Schedule-G are based on **Rates of BSR (RDPR) effective from 01.04.2025 with all subsequent corrigendum**. If there is any typographical or clerical error in the nomenclature / rates, the same item with subsequent corrigendum, on which Schedule-G are based will be treated as correct.
 27. The Labour engaged by the Contractor for carrying out the work shall be at own risk and cost he is bound to protect the interest of Labour right as per Laws and Rules prevailing and enforce.
 28. The final bill shall be paid after receipt of NOC from mining department.
 29. Mixing of concrete shall be done by Automatic Batch Mix Plant (digitally controlled) or mechanized mixer. Compaction of concrete shall be done by needle / plate / screed vibrators.
 30. No equipment or personnel will be removed from site without permission of

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Engineer- in-charge.

31. 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.
32. Cement from Mini Cement Plant shall not be allowed, and the brand of cement is to be got approved from the Engineer-in-charge before execution of work.
33. All Circulars/Standing Orders/Office Orders issued by the Director WD&SC Rajasthan from time to time regarding execution of work shall be binding on the Contractor.
34. In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-In-Charge concerned under contract agreement, the Engineer-In- Charge shall serve a final notice for 15 days' time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-In-Charge will get the defects removed at the risk & cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall be also be taken against the contracting agency by the competent authority.
35. Before starting of work, contractor shall submit to the Engineer In Charge for approval a Programme for execution of the work Plan showing the general methods, arrangements, sequence and timing for all the activities in the works along with monthly cash flow forecast. The programme shall be updated monthly by the Contractor showing the actual progress achieved on each activity and the efforts which shall be made by him to make up for the shortfall, if any in the progress achieved and its effect on the completion period of the project, and submitted to the Engineer-In-Charge by 7th day of the succeeding month for review as direction by director/ commissioner wd&sc.
36. Sand and other materials must be used as per standard specifications.

SIGNATURE OF CONTRACTOR

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UNDERTAKING

I, the undersigned do here by undertake that our firm
M/s agree to abide by this bid for a
period days for the date fixed for receiving the same
and it shall be binding on us and may be accepted at any time before the
expiration of that period.

(Signed by an Authorized Officer of the Firm)

Title of Officer Name of Firm

DATE

Signature valid

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