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

JIPUR DEVELOPMENT AUTHORITY

Room No. 31, Main Building Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 Telephone: + 91-141-2569696 e.mail: <u>ee.10@jaipurida.org</u>

Dispatch Number: JDA/EE-10/2015/D- 222

Dated: 9.6-15

NOTICE INVITING BID

NIB No.: EE-10/06/2015-16

Name & Address of the Procuring Entity	 Name: Executive Engineer-10, Jaipur Development Authority Address: Room No. 31, Main Building, Ground Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lai Nehru Marg Jaipur-302004 (Rajasthan) Email: ee.10@jaipurjda.org
Subject Matter of Procurement	 Various repair & maintenance work from Transport nagar to Sadwa mode delhi road in Zone-10 area, JDA, Jaipur (ARC)
Bid Procedure	Single Stage tender (eg. Single-stage Two part (Envelope) open competitive) eBid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	 Websites : www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jaipurjda.org
Website for online Bid application and payment	 Website: www.jaipurjda.org For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. Bidding Document fee: Rs 500/-Rupees (Four Hundred only) RISL Processing Fee: Rs 1000 (Rupess One Thousand only) Requisite Bid Security Deposit
Estimated Procurement Cost	> INR 60,00,000 (Rupees Sixty Lakh only)
Bid Security Deposit	Amount (INR): 2 % (Rs 1,20,000/-) of Estimated Procurement Cost, 0.5 % (Rs 30,000/-) for Bidder registered as contractor in JDA,
Pre-Bid	> N/A
Start/End date for Bid Applying, Online Payment and Bid Submission	 Start Date: 24.06.2015 from 9.30 AM onwards End date: 21.07.2015 upto 6.00 PM
Date/Time? Place of Technical Bid Opening	> NA
Date/Time/Place of Financial Bid Opending	 22.07.2015 at 3.00 PM Room No. 31, Main Building, Ground Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Negru Marg, Jaipur- 302004 (Rajasthan)
Bid Validity	> 120 days from the bid submission deadline

- The amount is to be deposited online by bidder. In case the amount exceeds the online Payment limit the payment may be made through RTGS/NEFT in ICICI Bank Account Number 675401700586 IFSC Code ICIC0006754. After Successful payment, update the UTR/Instrument number on JDA tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.
- There should be a gap of 3 working days Between End Date for Bid Applying, Online Payment & Bid Submission And Bid Opening date.

Note:-

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

In case, any of the bidders fails to pay tender Fee, BSD, and RISL Processing Fee, Online (Subject to Confirmation) its Bid shall not be accepted.

3. To participate in online bidding process, bidders must procure a digital signature Certificate (TypeIII) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCs safecrypt, Ncode etc. Bidders who already have a valid Deigital signature Certificate (DSC) need not procure a new DSC. Also bidders must register on http://eproc.rajasthan.gov.in (Bidders already registered on http://eproc.rajasthan.gov.in (Bidders already registered on http://eproc.rajasthan.gov.in before 30.09.2011 must register again).

4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11 th hour issues like slow speed: chocking of web site due to heavy load or any other unforeseen problems.

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

 Training for the bidders on the usage of e-tendering system (eprocurement) is also being arranged by DoIT &C, GoR on a regular basis. Bidders interested for training may contact eprocurement Cell, DoIT & C for booking the training slot.

Contact No.: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@ rajasthan.gov.in.

Address: E-Procurement Cell, JDA Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

- The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- Procurement entity disclaims any factual/ or other errors in the bidding documents (the onus is
 purely on the individual bidders to verify such information) and the information provided
 therein are intended only to help the bidders to prepare a logical bid-proposal.

10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Executive Engineer-10, JDA, Jaipur.

2

Process for participation & Depositing Payment Online

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

To participate in the bid, bidder has to be:

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

Methods for depositing online amount

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

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

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

More details about Registration Process, Terms and Conditions and FAQ along with contact details is available on JDA website <u>www.jaipurjda.org</u> under e-Services>>JDA tender.

Template of Online Receipt as part of NIB Document

JIPUR DEVELOPMENT AUTHORITY

Bid Participation Receipt

Date	&	Time:	***	 	 	

Bid Detail

Bid ID : EE- 10/06/2015-16	Procurement Entity	Executive Engineer-10, JDA, Jaipur.
Bid Title :	Various repair & maintenance work form Transport nagar to Sadwa mode delhi road in Zone-10 area, JDA, Jaipur (ARC).	122
Bid Value : 60,00,000/-	Bid Opening Place :	Room No. 31, Main Building, Ground Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Negru Marg, Jaipur- 302004 (Rajasthan)

Bidder Detail

Name fo Entity	*** *** *** *** *** *** ***	Mobile:
Registration Type:		Instrument Amount :
Payment Mode :	Online/UTR	Payment Channel : Payment Gateway/ICICI Branch - JDA
Instrument No.		Instrument date:

Dates Detail

Sr. No.	Event Name	Event Date
1	Publishing date	24.062015 at 9.30 AM
2	Bid Opening Date	22.07.2015 at 3.00 PM

Specific Instrument detail for e Proc Rajasthan

Instrument Ty	pe : DD		
Instrument Number	Head Name	Amount	Date
10000	Tender Fee	500.00	
10001	RISL Processing Fee	1000.00	
10002	Bid Security Deposit	30,000.00	

Issuer Detail	: Jaipur Development Authority	Challan Number:

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR SCHEDULE AND SPECIFICATIONS

Name of Work: Various repair & maintenance work form Transport nagar to Sadwa mode delhi road in Zone-10 area, JDA, Jaipur (ARC).

NIB No. 1.

: EE.-10/06/2015-16/dated 09.06.2015

2. Approximate cost : Rs. 60.00 Lacs

3. Cost of the bid document (In favour of secretary, JDA,

Jaipur)

: Rs. 500.00 The Bidders are required to submit Bid Security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal.There should be a gap 3 working days between End date for Bid applying, Online Payment & Bid submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

4. Bid Processing Fees Rs. 1000.00 (In Favour of M.D. RISL, Jaipur.)

5. Bid security (In favour of Secretary, JDA, Jaipur.)

: @ 2% Rs. 1,20,000.00 (for A/AA class Contractor enlisted in in other Govt. Departments.) and @ 1/2 % Rs 30,000.00 (for Contractor registered in JDA) through online payment after registering with JDA on www.jaipur.org/e-services/e-tender portal. There Should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and

Bid Opening date.

Sale of bid document 6.

24.06.2015. to 21.07.2015 up to 6:00 PM

7. Date & Time of receiving tender : 24.06.2015 to 21.07.2015 up to 6:00PM

8. Date & Time of opening tender : 22.07.2015 at 3:00 PM in chamber of Executive Engineer-10, Room No. 31, Main Building, JDA, Jaipur.

9. Date of submission of Bid Cost, :

Processing cost & EMD Cost.

21.07.2015 upto 6.00 PM through online payment after registering with JDA on www.jaipur.org/e-services/etender portal. There Should be a gap 3 working days

between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date.

12 Months

10. Completion period of work

SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

The Bidder should see the site and fully understand the conditions of the site before bidding and include all lead, lift etc for the material in his item rate/percentage to be quoted on the rates give in the Schedule 'G'. The work shall be carried out in accordance with the IRC/MoRTH, Rajasthan PWD/JDA detailed specification and to the entire satisfaction of the Engineer-In-Charge of the work.

SCHEDULE - B: LIST OF THE TECHNICAL SANCTION AND DRAWING:

The Technical Sanction, specifications, scope of work and drawings may be seen in office of the undersigned.

SCHEDULE - C: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:

List of the drawing to be supplied by the bidder NIL. But the bidder shall have to arrange at his

own cost drawings required for the work after deposition necessary cost with in JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and working and workmanship shall be conducted by the Engineer in charge of work and quality control cell as per norms. The result of such tests should confirm to the standard laid down in the Indian standard, laid down in the detailed specification of the IRC / MORTH / IS Public Work. Department, Rajasthan. Proper quality control is required to be

maintained by the contractor. Qualified personnel as required under the contractor enlistment rules shall have to be engaged at site by the Contractor in case of failure, the department reserves the right to engage such staff and to recover wages from agency. The contractor shall provide

facility of each test at site. The expenses shall be recovered from the contractor in case of his

failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the bidder shall be deposited 15 days in advance with

the Engineer In charge and be got approval by him before use.

SCHEDULE - F: TIME OF COMPLETION:

The work should start within stipulated period given in the work order and should be completed

within the prescribed time period. In case of failure, the contractor shall be Liable for action

under the conditions of agreement and special condition of the tender.

SCHEDULE - G: ATTACHED SEPARATELY BASED ON BSR PWD 2013-14

(BUILDING/ROAD), RAJASTHAN, JAIPUR.

SCHEDULE - H: SPECIAL CONDITION: Attached Separately.

SCHEDULE - I: LIST OF MATERIAL TO BE SUPPLIED BY THE DEPARTMENT: NIL

SCHEDULE - J: COST OF BID DOCUMENTS, PROCESSING FEES & EARNEST MONEY.

Date of submission of Bid Cost, Bid Processing fees & EMD 21.07.2015 upto 6.00 PM through

online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal.

There should be a gap 3 working days between End date for Bid Applying, Online Payment &

Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder

will be considered as non-responsive and shall be rejected.

Signature of the Contractor With full Address Executive Engineer-10 JDA, Jaipur

6

SPECIAL CONDITIONS

SCHEDULE 'H'

- 01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the bidder at his own level/cost?
- If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
- The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
- O4. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid bay the JDA to the bidder.
- The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 06. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the bidder. In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
- The rate quoted by the bidder shall remain valid for a period of 4(four) months from the date of opening of the bids.
- By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
- No conditions are to be added by the bidder and conditional bid is liable to be rejected.
- All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
- If any bidder withdraws his bid prior to expiry of said validity period given at S.No.7 or mutually extended prior or makes modifications in the rates, terms and conditions of the

bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of biding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement

- The bidder shall arrange his own machinery required for the work such as Bitumen Mixer,
 Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
- The bidder shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
- 14. Rules regarding enlistment of bidders provide that work; up to five time limit for which they are qualified for biding can be allotted to them. Therefore, before biding the bidder will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
- 15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-Incharge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and cost of the bidder after expiry of 3 days period.
- The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
- The rates provided in bid documents are inclusive of all Taxes and royalty.
- For paver work at least 3 road rollers shall be simultaneously deployed.
- Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
- No extra lead of earth/material shall be paid over and above as specified in 'G' schedule.
 Source/borrow pit area for earth shall have to be arranged by the Bidder at his own cost.
- Undersigned has full right to reject any or all bids without given any reasons.
- 22. Mortar of Masonry work and lean concrete will be permitted by mixer with hopper.
- 23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
- Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.
- 25. The bidders are required to submit copy of their enlistment as bidder.
- Conditions of RPWA-100 will be mandatory & acceptable to the bidder.

- Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
- 28. All the provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
- 29. "If any bidder quotes a rate below than the schedule "G" rates, i.e rates below than at par then the bidder has to deposit the difference amount i.e amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within 7 days period he has to deposit difference amount in the form of B.G./FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/ actual date of completion. In case of non deposition of the same in specified period, the 2 % bid security will be forfeited. In case work in not completed satisfactorily, the work performance security will be forfeited along with Bid security,"

Signature of Bidder with full address & Mobile No. Executive Engineer-10 JDA, Jaipur

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

Any person participating in a procurement process shall:-

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

Conflict of Interest:-

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

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

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

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

	In relation to my/ our Bid submitted to	for procurement					
of	In response to t	heir Notice Inviting Bids No Dated					
	I/We here by declare under section	n 7 of Rajasthan Transparency in Public					
Proc	curement Act. 2012, that:						
1.	I/we possess the necessary professional,	technical, financial and managerial resources					
	and competence required by the Bidding D	ocument issued by the Procuring Entity:					
2.	I/ we have fulfilled my/our obligation to	pay such of the taxes payable to the union and					
	the State Government or any local authority	y as specified in the Bidding Document.					
3.	I/we are not insolvent, in receivership, ba	nkrupt or being wound up, not have my/our					
	affairs administered by a court or a judici-	al officer, not have my/our business activities					
	suspended and not the subject of legal proc	eeding for any of the foregoing reasons:					
4,	1/we do not have, and our directors and officers not have, been convicted of any crimina						
	offence related to my/our professional c	onduct or the making of false statements or					
	misrepresentations as to my/our qualific	ations to enter into a procurement contract					
	within a period of three years preceding th	e commencement of this procurement process,					
	or not have been otherwise disqualified pu	rsuant to debarment proceedings;					
5.	I/we do not have a conflict of interest as	specified in the Act, Rules and the Bidding					
	Document, which materially affects fair con	npetition;					
	Date :	Signature of bidder					
	Place:	Name:					
		Designation:					
		Address:					

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the first Appellate Authority is <u>IDC</u>

The designation and address of the Second Appellate Authority is <u>EC</u>

(1) Filling an appeal:

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

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

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

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or Prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases.

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

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

(5) Form of Appeal:

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

(6) Fee for filing appeal:

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

(7) Procedure for disposal of appeal:

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

Form No. 1

[See rule 83]

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

Appeal	No	Of Before the
	******	(First/ Second Appellate Authority)
1.	Partic	culars of appellant:
	(i)	Name of the appellant :
	(ii)	Official address, if any :
	(iii) R	esidential address:
2.	Name	e and address of the respondent (s):
	(i)	
	(ii)	
	(iii)	
3.	Numl	per and date of the order appealed against and name and designation of the
	office	r/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 wh	nich the appellant is aggrieved:
4.	If the	Appellant proposes to be represented by a representative, the name and postal
	addre	ss of the representative:
5.	Numl	per of affidavits and documents enclosed with the appeal:
6.	Groun	nds of appeal:
	(Supp	orted by an affidavit)
7.	Praye	r
Place		······································
Date		
		Appellant's Signature

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

- (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 pric, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and(ii) above

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

2. Procuring Entity's Right to Vary Quantities:

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25 % of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or other wise and the extra cost incurred shall be recovered from the supplier.

Dividing quantities among more than one Bidder at the time of award (In case of Procurement of Goods):-

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

Signature of Contractor With full Address Executive Engineer-10 JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work: Various repair & maintenance work from Transport nagar to Sadwa mode Delhi road in Zone-10 area, JDA, Jaipur (ARC)

SCHEDULE - "G"

BSR (Road & Building) 2013-14

S.No.	Item	Qty.	Rate	Unit	Amount
1	2	3	4	5	6
1	Cutting of branches of trees shrubs and trimming of grass and weeds. Trimming of grass and weeds from the shoulders/berms and disposing off the same to suitable locations as per MoRD specification clause 1914	130000.000	1.00	Sqm	130000.0
2	Removal of Unsuitable Soil with Disposal upto 1000 m Removal of unsuitable soil including excavation, loading and disposal upto 1000 m lead but excluding compaction ground supporting embankment subgrade replacement by suitable soil, which shall be paid separately as per Clause 303.5.2 as per MoRD Specification Clause 302.3.11	1200.000	29.00	Cum	34800.00
3	Carriage of material including loading& unloading and stacking all complete of Earth, Sand, Lime, Morrum manure or sludge lead up to 5.0 Km.	500.000	60.00	Cum	30000.00
4	Carriage of material including loading& unloading and stacking all complete of Building Rubbish Stone metal (Grit and ballast etc.) lead up to 5.0 Km.	4500.000	66.00	Cum	297000.00
5	Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts and leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of Table 300.2 with lead upto 1000 m as per MoRD Specification Clause 303.1.	150,000	105.00	Cum	15750.00
6	Painting two coats including primer coat after filling the surface with synthetic enamel paint in all shades on new, plastered / concrete surfaces as per drawing and MoRD Specification Clause 1701	7000.000	58.000	Sqm	406000.000
7	Marking Centre Line and stop lines etc. on road as per IRC pattern with thermoplastic paint of approved quality and make with 8% glass beads laid on the road surface at temperature 160" C with a special applicator machine complete with a special applicator machine complete with labour material and traffic diversion arrangements.	2700.000	485.000	Sqm	1309500.000

S.No.	53,537	Qty.	Rate	Unit	Amount
1	2	3	4	5	6
8	Finishing wall with water proofing cement paint of approved brand and manufacture and or required shade to give an even shade including all scaffolding: Old work (One or more coats).	5000.000	15,000	Sqm	75000.000
9	Supply of 'L' type Bollard made out of 1.25 mm thick M.S. sheet height 134 cm, welded in circular type ring section having upper dia 15 cm. and lower dia 21 cm with another attachment of 15x15 cm circular section with 15 cm. face plate and hold fast at bottom, whole body is processed in white stoving enamel and red reflective 3 hands, each of 7.5 cm end one reflective sheet of 15 cm. dia provided to it complete in all respect.	20,000	1595.000	Each	31900.000
10	Removing and Refixing of Precast kerb stone obtained from site and fixing at as per direction of Enginer-in-charge over 100mm thick C.C. 1:4:8 and jointing of kerbs with cement mortar 1:4 including cost of loading unloading transporting and curing complete in all respect as per direction of Engineer-in-charge.	2000.000	40.000	Rmt	80000.000
11	Stone masonry work in cement mortar in foundation complete as per drawing and MoRD specifications Clauses 702, 704, 1202 & 1203. Random Rubble Masonry In 1:4 cement mortar	120.000	2165.000	Cum	259800.000
12	Plastering with cement mortar (1:4), 20 mm thick on Stone work.	900.000	120.000	Sqm	108000.000
13	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	5200.000	10.000	Sqm	52000.000
14	Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT & H Specifications Clause 509 complete in all respects, for Grading-II (13 mm nominal size) Bitumen (VG-30).	500.000	3260.000	P.MT	1630000,000
15	Supplying, fitting and placing TMT bar reinforcement (Fe 415) in substructrue complete as per drawings and MoRD specification Clauses 1002, 1005, 1010 & 1202	1.500	65320.000	Tonne	97980.000

S.No.	21,721	Qty.	Rate	Unit	Amount
1	2	3	4	5	6
16	Direction and Place Identification signs with size more than 0.9 sqm size board. Providing and erecting direction and place identification retro-\reflectorised sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3, fixed over aluminium sheeting, 2 mm thick with area exceeding 0.9 sqm supported on mild steel angle iron posts 75 mm x 75 mm x 6 mm, 2 Nos. firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per approved drawing and MoRD Specification Clause 1701	15.000	10700.000	Sqm	160500.000
17	Providing and laying in position specified grade of cement concrete for all RCC structural elements upto plinth level including curing, compaction, finishing with rendering in cement sand mortar 1:3 (1 cement: 3 coarse sand) and making good the joints and cost of plastizers(if required) excluding the cost of centering, shuttering and reinforcement. M20 grade Nominal Mix / Design Mix	120.000	3290.000	Cum	394800.000
18	Centering and Shuttering with plywood or steel sheets including strutting, propping bracing both ways and removal of formwork for foundation, footings, strap beam, raft, bases of columns etc.	1600.000	110.000	Sqm	176000.000
20	Supplying of Cat's Eye made of aluminium alloy size 75x100x22 mm having 21 biconvex lenses embedded in circular disk of ABS plastic on each side.	750.000	200.000	Each	150000.000
21	Providing and Laying of Interlocking M-30 grade Concrete Block Pavements having thickness 60 mm as per drawings and MoRD Specification Clause 1504with M-30 Grade 0.30 Mtr x 0.30 Mtr x 0.15 Mtr Edge Blocks. Category 'B': Dentated only two side like I,Z,T shape as per IRC:SP:63-2004	480.000	625.000	Sqm	300000.000
22	Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3, fixed over aluminium sheeting, 1.5 mm thick supported on GI pipe 50 mm dia firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per drawings and MoRD Specification Clause 1701.	10.000	4250.000	Each	42500.000

S.No.	Item	Qty.	Rate	Unit	Amount
1	2	3	4	5	6
23	Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3, fixed over aluminium sheeting, 1.5 mm thick supported on GI pipe 50 mm dia firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per drawings and MoRD Specification Clause 1701.	10.000	2700.000	Each	27000.000
24	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and MoRD specifications Clause 802, 803, 1202 & 1203 P.C.C grade M 15, Nominal mix 1:2.5:5.	20.000	3040.000	Cum	60800.000
25	Painting with Aluminium paint of approved brand and manufacture to give an even shade : Two or more coats on new work.	2000.000	37.000	Sqm	74000.000
	Suppy of Swiss Type Bollard made out of 1.25 mm thick M.S. sheet, total height 135 cm, the lower portion is made in tapered circular section having upper dia 15 cm and lower dia 20 cm with attachment of one mandatory plate 7 mm thick M fixed with the help of 7 cm long, 30mm dia crome plated M.S. tube this part is fixed on the body with another attachment of a cap 30x7 cm. whole body is processed in black stoving enamel and mandatory plate in Azure blue, with one compulsory keep left arrow with 10mm border reflective strip each of 7.5 cm on body complete in all respect.	25.000	1835.000	Each	45875,000
		Total			5989205.00

Executive Engineer-10 JDA, Jaipur

I/we hereby agreee to execute the above said work
% above/below (In figures)
% above/below (In words)

Signature of Contractor With full Address