SCHEDULE AND SPECIFICATIONS

Name of Work:- Repairing of Drain, road and footpath etc in Drainage zone, JDA, Jaipur (ARC)

1. NIB No. : JDA/EE-Drainage/02 / 2017-18

2. Approximate cost : Rs. 92.51 Lacs

3. Cost of the bid document : Rs. 500/- The Bidders are required to submit Bid

security, cost of Bid documents, Bid processing feesthrough online payment after registering with JDA on

 $\underline{www.jda.urban.rajasthan.gov.in/e\text{-}services/e\text{-}tender}$

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/- (In favour of M.D. R.I.S.L., Jaipur.)

 Earnest Money (In favour of of Secretary, JDA, Jaipur.)

@ 2% Rs. 1,85,020/- (For A & AA class contractor registered in other department) and @ ½ % 46,255/-

(For Contractor registered in JDA) through online payment or Bank Guarantee after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tenderportal. There should be a gap 3 working days between End date for Bid Applying, Online Payment &

Bid Submission and Bid Opening date.

6. Sale of bid document Online : 19.02.2018 to 20.03.2018 up to 6.00 PM

Date & Time of receiving tender Online : 19.02.2018 to 20.03.2018 up to 6.00 PM

8. Date of submission of Bid

Cost, Process Cost & Bid Security Online : 19.02.2018 to 20.03.2018 up to 6.00 PM through online payment after registering with JDA o

payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tenderportal. There should be a gap 3 working days between End

date for Bid Applying, Online Payment & Bid Submission

and Bid Opening date

9. Physical BG (Bid Security) Submission : 21.03.2018 to 23.03.2018 up to 3.00 PM

Start &Closing Date

:26.03.2018 at 3:00 PM in Room No. CCC-TF-309,CCC Building, Ram Kishore VyasBhavan, Indira Circle,

JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)

Completion period of work : 12Months

Date of opening of Tender

10.

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 leads, 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 Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer – In – Charge of the work.

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

The drawing 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 JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard & or the standers laid down in the detailed specification of the Public by the bidder qualified personnel as required under the bidder enlistment rules duly approved by the department shall have to be engaged at site by the Bidder. The department reserves the right to engage such staff and recover the expenses from the bidder on such account 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 _____10_____days of issue of work order and complete within time limit.

SCHEDULE - G: ATTACHED SEPARATELY BASED ON BSR PWD, JAIPUR.

SCHEDULE - H: SPECIAL CONDITION:

Attached Separately.

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

Cement if available in JDA store shall be issued @ the prevailing stores issue rate of JDA + 5% storage charges at the time of issue of cement.

Material if available time JDA store shall be issued @ the prevailing stores rate of JDA + 5% storage charges.

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

Date of submission of Bid Cost, Process Cost & EMD from 19.02.2018 to 20.03.2018 up to 6.00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/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 Bidder With full Address Executive Engineer-(Drainage)
JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE'H'

- 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.
- 4. 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 by the JDA to the bidder.
- 5. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 6. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the 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 a 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 Four Months from the date of opening of the bids.
- 8. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual form 64 Chapter 3-para 36 and subsequent modification.
- 9. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
- 10. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2B read with sub clause 4 Sale-tax Rule, 1954.
- 11. 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 dose 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
- 12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Batch Mix plants and paver, road roller, Tarboiler, sprayer etc.
- 13. 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; upto five times limit for which they are qualified for biding can be allotted to them Therefore, before bid the bidders 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-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
- 16. 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.
- 17. The rates provided in bid documents are inclusive of all Taxes royalty.
- 18. For paver work at least 3 road rollers shall be simultaneously deployed.
- 19. Bitumen for tack coat or any other purposes, shall be applied only be 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.
- 21. 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 mixer with hopper.
- As per Supreme Court decision "All contracts with Governments shall require registration of workers 23. 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 24. 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 27. be debarred from bidding for three months in JDA.
- The bidder will have to install display boards at site of work as directed by Engineer In Charge. 28. Failing which penalty will be imposed as per rules..
- All the provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 29. 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.

Signature of Bidder with full address & Mobile No.

Executive Engineer-(Drainage)

JDA, Jaipur

OTHER CONDITIONS

- 1. The Contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty will be imposed as per rules.
- 2. DLP period of various nature of works amounting more than 25 Lacs has been revised. The time period & Conditions as per order No. D-29 dated 11.03.2016
- 3. निविदा में निर्धारित राशि से अधिक / कम Bid Security राशि बिडर द्वारा Online नहीं जमा कराई जावें, सिस्टम द्वारा भी कम / अधिक राशि बिड स्वीकार नहीं की जावेंगी।
- 4. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
- 5. एक यू.टी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यू .टी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावें।

Signature of Contractor with full address & Mobile No.

Executive Engineer -(Drainage) JDA, Jaipur.

Special Conditions of Contract regarding Defect Liability Period (DLP) for Variousworks costing Rs. 25.00 Lacs and more

1. ROADWORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per table1. Road works executed by the Contracting agency shall be maintained by them at their own cost for Schedule as per table-1 (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, strengthening and renewal works.
- 1.4 The word " Maintenance of Road Works during Defect Liability Period" means
- (i) Routine maintenance of Road Works,
- (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the Road Surface with good riding quality and
- (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after Schedule as per table-1.
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

1.7 (a) The routine maintenance activities and their periodicity as per JDA Office order no: IDA/Ex.En.(TA to DirEngg.-I)/2016/D-29 dated 11.03.2016

	Table-I						
S.No.	Type of work	DLP Period					
1	Bridge work	5 Years					
2	CD work	5 Years					
3	CC road, PQC work	5 Years					
4	CC tiles/Kerb/ Medians	5 Years					
5	Drains	3 Years					
6	Roads						
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later					
	(ii) For Renewal/Strengthening						
	(a) BT upto 30 mm thickness	1 Year					
	(b) BT above 30 mm to upto 40 mm	2 Years					
	(c) BT above 40 mm to upto 90 mm	3 Years					
	(d) BT above 90 mm	5 Years					
	(iii) New roads						
	(a) BT upto 90 mm	3 Years					
	(b) BT more than 90 mm	5 Years					
7	Compound wall	3 Years					
8	Building work						
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years					
	(ii) Work pertaining to building structure and other civil works.	5 Years					
9	Electric work except maintenance	3 Years					
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years					

1.7 (b) The routine maintenance activities and their periodicity

S.No.	Name of Item/Activity	Frequency of operations in one year				
1	Restoration of rain cuts and dressing of berms.	of Once in a year, generally after rains.				
2	Making up of shoulders.	As and when required.				
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.				
4	Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not)	As and when required.				
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting once in every one and half years.				
6	Road Marking, Kerb Stone/Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting once in every one and half years. Ordinary Paint Maintenance as and when required. Repainting thrice in every years.				
7	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.				

2. General

2.1 Inspection of works during Defect Liability Period

- 2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those road sections, which are likely to be damaged during rainy season.
- 2.1.2 One register has to be maintained by every A.E.n for recording the inspection details of works in his jurisdiction under defect liability period.

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

The contracting agency shall have to furnish security deposit (SD) in the form of Bank Guarantee valid from the actual date of completion, which shall be assigned by the Engineer-in-charge.

2.2.2 Refund of SD -

The release of SD amount shall be as following table:-

S.No.	Released SD DLP period	1st year	2 nd year	3 rd year	5th year
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

(i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC / tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.

- Similarly for all new works, these components should be calculated at the time of TS itself, which (ii) should be made part of BID document.
- If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final (iii) work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- Similarly if any work is more than Rs. 25 lakhs but later finalization amount of work is less than Rs. 25 (iv) lakhs, DLP should be operative for six months or rainy season whichever is late.
- During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor" s risk and (v)
 - This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- Special and regular inspection shall also be carried out as per order no. JDA/Ex.En& TA to DE-I/ 2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
 - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

% recovery on withdrawal of DLP of work order DLP period		2 Year	3 Year	4 Year	5 Year
1 Year	1.12	_	-		-
2 Year	2.55	1.43	149		
3 Year	4.38	3.26	1.83		1
5 Year	9.00	7.88	6.45	4.62	2.47

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

- (b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD, same shall be recovered from other works and as per PDR rules. The amount as per Table-III is also to be deducted in addition to this amount.
- Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE safter approval these periods.

2.2.3 Force Majeure

The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibly of contracting agency.

Signature of Bidder with full address:

Executive Engineer-(Drainage)

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 include in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest.-

The Bidder participating in a bidding process must no have a Conflict of Interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party" s performance of official duties or responsibilities, contractual obligations,

or compliance with applicable laws and regulations.

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

 that :	In relation to my/our Bid submitted toin response to their Notice inviting Bidhereby declare under Section 7 of Rajasthan Tra	s No. Dated 1/wo
1.	I/we possess the necessary professional, technical, competence required by the Bidding Document issued by	financial and managerial resources and the Procuring Entry:
2.	I/we have fulfilled my/our obligation to pay such of th government or any local authority as specified in the Bidd	e taxes payable to the union and the state
3.	I/we are not insolvent, in receivership, bankrupt or be administered by a court or a judicial officer, not have my the subject of legal proceedings for any of the foregoing re-	eing wound up, not have my/our affairs /our business activities suspended and not
4.	I/we do not have, and our directors and officers not have related to my/our professional conduct or the making of my/our qualifications to enter into a procurement contrast the commencement of this procurement process, or not have debarment proceedings;	ve, been convicted of any criminal offence false statements or misrepresentations as to ct within a period of three years preceding
5.	I/we do not have a conflict of interest as specified in the which materially affects fair competition;	ne Act, Rules and the Bidding Document,
Date :		Signature of bidder
Place :	e s	Name:
		Designation:
		Address:

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **JDC**, **JDA**, **Jaipur** The designation and address of the Second Appellate Authority is **E.C.**, **JDA**, **Jaipur**.

(1) Filing an appeal:-

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued thereunder, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

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

(4) Appeals not to lie in certain cases:-

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

(a) Determination of 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) From of Appeals:-

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or though 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 of second appellate authority, as the case may be shall-
- Hear all the parties to appeal present before him; and
- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

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

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

2. Procuring Entity's Right to Vary quantities.

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents 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 documents. 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 biding document due to change circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provide 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. It the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.
- 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 accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted

FORM No. 1 [see rule 83]

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

App (Firs	peal Noofof	Before the
	BEST MEST IS NOT THE TOTAL	
1-	Particulars of appellant :	
	(i) Name of the appellant :	
	(ii) Official address, if any:	
	(iii) Residential address:	
2-	Name and address of the respondent(s):	
	(i)	
	(ii)	
	(iii)	
3-	Number and date of the order appealed against and name	
	and designation of the office/ 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 propose 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:	io
DI		
rac	e:	
Dake	40	

Appellant's Signature

Subject: Payment mechanism for participating in tender

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

A. Payment Options:

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

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

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

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

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

Option-3: Payment Gateway (Aggregator)

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

B. Bid Participation Receipt

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

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

Executive Engineer- Drainage JDA, Jaipur

Format for Bank Guarantee for Earnest Money

To			
Secre		*******	
	ir Development Author	rity,	
Jaipu	ır		
Sub:			
Bank	Guarantee No.	dated	for [amount of Security in figures] [in words] on behalf
of			[Name of the Bidder] against the Earnest Money Payable at
Jaipu	r for Bid for		26 21
			(Name of work)
WHE	EREAS.		[name of Bidder with address] (hereinafter called "the
Bidd	er") has submitted his	Bid dated	[name of Bidder with address] (neremarker caned the
	(Name of Wo	rk) (hereinafter called "the Bid").
			Mar 1
KNO	W ALL PEOPLE by t	hese presents	that we (Name of Bank) of having our registered office at
			
_	(h	ereinafter cal	[name of country] having our registered office at led "the Bank") are bound to Secretary, Jaipur Development
Auth	ority. (Hereinafter cal	led "the Emp	ployer") in the sum of Rupees IAmount of
Secu	rity in figures]		oloyer") in the sum of Rupees [Amount of (in words) only for which payment will and truly to be made to
the sa	aid Employer, the Bank	k binds itself,	its successors, and assigns by these presents.
SEAI	LED with the Commor	n Seal of the sa	aid Bank this day of of 20
THE	CONDITIONS of this	obligation are	e:
(1)	if the Bidder withdra	ws his Bid du	ring the period of Bid validity specified in the Form of Bid;
(2)			correction of errors in his bid;
8.6		er reversir dete i	
(3)	If the Bidder, having Bid validity;	been notified	d of the acceptance of his Bid by the Employer during the period of
	(a) fails or refuses to	execute the l	Form of Agreement in accordance with the Instructions to Bidders,
	or		
	(b) fails or refuses to	furnish the Pe	erformance Security, in accordance with the Instructions to Bidders
without that	out the Employer havin	ng to substanti by him is due	upto the above amount upon receipt of his first written demand, ate his demand, provided that in hid demand the Employer will note to him owing to the occurrence of one or more of the above tion or conditions.
Bid \Bidde	Validity, as stated in th	e Instructions ension(s) to th	to and including the date 30 days after the date of expiration of the s to Bidders, or any such extension thereto as may be agreed by the ne Bank is hereby waived. Any demand in respect of this Guarantee above date.
Date		Sig	gnature of the Bank
Witne	ess		
	ature, Name and Addr	ess]	
FE DATE STATE			
[Note	: To be furnished on a	ppropriate noi	n-judicial stamps.]

G-Schedule

Name of work:- Repairing of Drain, road and footpath etc in Drainage zone, JDA, Jaipur (ARC)

JDA Road BSR 2016, JDA Building BSR 2016, NH BSR 2013

S.No.	Item	TIME	T 0:		NH BSR 2013
1		Unit	Qty	Rate	Amount
36	Providing and fixing of precast concrete interlocking blocks of M 30 grade 60mm thick manufactured from fully computerised automatic stationery hydraullic vibropressed machine and fully computerised automatic batching plant of class A1/A2 as per BS 6717:2001. The CC interlocking paving blocks be laid on average 50mm, thick bed of coarse sand and the joint is to be filled with fine sand. Laying procedure on compacted sub-base as defined. Complete job is to be executed as per the instruction of Engineer incharge. The rates to be inclusive of all lead, Lifts and taxes. General specification of blocks: 1) Shape as defined by Engineer incharge 2) Tensile splitting strength and braking load as per BS 6717:2001 3) Color: Grey cement natural colour 4) Variation in dimension: Less than 1.6mm. 5) Variation in thickness: Less than 3.2mm 6) Abrasion: As per BS: 6717:2001	Sqm	2766.50	337.50	933693.75
2	Providing and fixing reinforced concrete precast kerb stone or dand P. Rmt. R.Mtr of M-20 grade cement concrete 120 cm long having 4 Nos. bars of 8 mm dia hysd and stirrups 6 Nos of 6 mm dia as per IS with in built provision of interlocking of jointing and lifting compaction of reinforced concrete by mechanical and table vibrators jointing at site with cement mortar 1:4 complete in all respect as directed by Engineer incharge on: 100 mm thick cement concrete 1:4:8 (1 Cement : 4 Coarse sand : 8 stone aggregate 20 mm thick nominal size) including excavation of earth and cutting of BT road cutting of WBM road etc. and disposal of surplus material with all lead and lift. The size of kerb shall be (11.5+16.5)/2*30+(16.5*7.5)		2766.50	617.00	1706930.50
3	Fixing of cement concrete pre cast Kerb or Dand up to 60 cm length over 20 mm thick base of cement mortar1:4 including jointing earth work, pointing & jointing with cement mortar 1:4 of size Labour for fixing only. 20 x 25 cm		497.30	13.00	6464.90
	Silt clearance of drains, channels and canals with lift 1.5 Meter. And lead up to 50 Meter.	Cum	2000.00	48.00	96000.00
5	Wet Mix Macadam Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and MoRD Specification Clause 406. By Mechanical Means with all lead	Cum	239.20	1071.00	256183.20

S.No.	Item	Unit	Qty	Rate	Amount
6	Prime Coat Low porosity Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per MoRD Specification Clause 502	Sqm	5626.38	31.50	177230.97
7	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom as per MoRD Specification Clause 503.		5626.38	10.80	60764.90
8	Providing and laying dense graded bituminous macadam with 100-120 TPH batch type HMP producing an average output of 75 tones per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.0 to 4.5 per cent by weight of total 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 507 complete in all respects. for Grading II (19 mm nominal size)		962.11	2722.50	2619344.48
9	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 ituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	Sqm	5626.38	9.00	50637.42
10	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 for Grading-II (13 mm nominal size) Bitumen S-65	МТ	517.63	2934.00	1518726.42
11	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in-charge. 1: 3: 6 or richer mix.	cum	50.00	397.80	19890.00
12	Dismantling of Flexible Pavements and disposal of dismantled materials upto a lead of 100 m, stacking serviceable and unserviceable materials separately as per MoRD Specification Clause 202 By Manual Means Bituminous Courses	cum	25.00	279.00	6975.00
13	Dismantling of Flexible Pavements and disposal of dismantled materials upto a lead of 100 m, stacking serviceable and unserviceable materials separately as per MoRD Specification Clause 202 By Manual Means Granular Courses	cum	25.00	198.00	4950.00
14	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sum on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5 m, disposed earth to be levelled and neatly dressed: All kinds of soil	cum	525.00	109.80	57645.00

S.No.	Item	Unit	Qty	Rate	Amount
15	Carriage of Earth, Sand, Lime, Morrum manure or sludge including loading unloading etc. complete with all lead. For 5 Km.	cum	400.00	45.90	18360.00
16	Carriage of Building Rubbish Stone metal (Grit and ballast etc.) including loading unloading etc. complete with all lead. For 5 Km.	cum	100.00	50.85	5085.00
17	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M10 grade Nominal Mix 1: 3: 6 (1 cement : 3 coarse sand : 6 graded stone aggregate	cum	50.00	2398.50	119925.00
18	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M20 grade Nominal Mix 1: 1.5: 3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate	cum	50.00	3246.30	162315.00
19	Providing and laying in position Ready mix concrete manufactured cum in fully automatic Batching Plant and transported to site in transit mixer for having continous agitated mixer, manufactured as per approved mix design of specified grade of RCC work including pumping of R.M.C. from transit mixer to site of laying, exculding the cost of centering, shuttering and reinforcement with all lead and lift including cost of admixtures in recommended portion as per IS 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer in charge. All works upto floor V floor M20 grade Design Mix by using min 400 Kg of cement per cum of concrete	cum	50.00	3902.40	195120.00
20	Providing M-30 grade concrete by using min 420 kg of cement per cum instead of M-20 grade design mix.	cum	50.00	103.50	5175.00
21	Providing and fixing of Reinforced Ferro cement Drain cover designed for class "AA" loading duly marked on cover with adequate steel reinforcement having thickness 75 mm to 150 mm anti- corrosive bitumen painted M.S. plate Rim and on M.S. lifting hooks admixture like plasticizer bond improving compound shrinkage resistance compound abrasion resistant complete as per approved design etc. for drain Opeining Size 451 to 700 mm Standard Drain Cover Size 1000mm x 800mm x 100mm	Sqm	40.00	1579.50	63180.00
22	Providing and fixing of Reinforced Ferro cement Drain cover designed for class "AA" loading duly marked on cover with adequate steel reinforcement having thickness 75 mm to 150 mm anti- corrosive bitumen painted M.S. plate Rim and on M.S. lifting hooks admixture like plasticizer bond improving compound shrinkage resistance compound abrasion resistant complete as per approved design etc. for drain Opeining Size 701 to 1200 mm Standard Drain Cover Size 1500mm x 600mm x 125mm	Sqm	45.00	2011.50	90517.50

S.No.	Item	Unit	Qty	Rate	Amount
23	Providing and fixing of Reinforced Ferro cement Drain cover designed for class "AA" loading duly marked on cover with adequate steel reinforcement having thickness 75 mm to 150 mm anti- corrosive bitumen painted M.S. plate Rim and on M.S. lifting hooks admixture like plasticizer bond improving compound shrinkage resistance compound abrasion resistant complete as per approved design etc. for drain Opeining Size 1201 to 1500 mm Standard Drain Cover Size 2100mm x 500mm x 150mm	Sqm	52.50	2871.00	150727.50
24	Providing and fixing steel gate, grating, and grills made of angles, tees, square bars, flats,or black pipe with holdfast and fittings complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide	Kg	5000.00	66.60	333000.00
25	Random Rubble stone masonry for with hard stone in foundation and plinth in Cement Sand mortar above 30 CM thick wall in: Cement Mortar 1:4 (1-Cement : 4-Sand).	Cum	5.00	1984.50	9922.50
26	Brick masonry with F.P.S. bricks of class designation 75 in foundation and plinth with bricks Cement mortar 1 : 6 (1 cement : 6 coarse sand)	Cum	25.00	2604.60	65115.00
27	Plaster on new surface on walls in cement sand mortar 1:4 including racking of joints etc. complete fine finish:	Sqm	165.00	107.10	17671.50
28	Production & Supply of kandhal readymade cold bituminous patching mix in 50kg plastic lined, sturdy bags for repair of potholes in adverse climatic condition including the bituminous mix with a minimum of 5.6% MC-800 Cutback Bitumen (containing a suitable antistripping agent) by weight of mix and in strict conformance to gradation and other requirements such as 6-month storage life as per the attached specification, transportation with all lead and lift complete in all respects as per direction of engineer-in-charge.	P.Kg	20000.00	11.00	220000.00
29	Labour charges for placing and compacting kandhal readymade P.Kg cold bituminous patching mix in potholes in adverse weather including cleaning of potholes, placing and compacting the mix, sprinkling sand to prevent pick up by traffic and documentation of patches, with all leads and lift complete in all respects as per direction of engineer-incharge.	P.Kg	20000.00	2.00	40000.00
30	Construction of 400 mm thick solid block masonry of M20 grade solid concrete block having nominal size 400 mm x 200 mmx 200 mm in cement mortar 1:3 upto plinth level with all lead & lift.	Cum	35.00	6291.00	220185.00
31	P&F rigid PVC Pipe (IS:4985 mark) class II/ (4 Kg. /Cm2.) approved quality /make including joining the pipe with solvent cement rubber ring and lubricant. 110 mm dia	R.Mtr.	50.00	156.60	7830.00
32	P&F rigid PVC Pipe (IS:4985 mark) class II/ (4 Kg. /Cm2.) approved quality /make including joining the pipe with solvent cement rubber ring and lubricant.	R.Mtr.	50.00	225.00	11250.00
	TOTAL				9250815.54

Executive Engineer-(Drainage)

JDA, Jaipur