

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID
(POTENTIAL ASSESSMENT)

Envelope-1

FOR
“Renewal of Main roads in Zone-7, JDA Jaipur”

Period of Online Sale	: 18/11/2020 to 07/12/2020 upto 6:00 PM
Date of Online submission of the bid	: 18/11/2020 to 07/12/2020 upto 6:00 PM
Date of opening of technical bid	: 10/12/2020 at 03:00 PM In the Room No. N-110, Bank Building, Second Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan).
Date of opening of financial bid	: Success full technical bidder will be informed later on
Cost of Tender	: Rs. 1000 /-
Completion period	: 06 Months
Name of Agency M/s	:

Executive Engineer-7
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. N-110, 2nd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle,
JawaharLal Nehru Marg, Jaipur – 302004

Telephone: +91-141-2569696 e.mail: dravyavatiriver@gmail.com

No.: JDA/EE-7/116/2020-21/D-404

Dated : 12-11-2020

NOTICE INVITING BID

NIB No. : EE-7/07/2020-21

Online Bids are invited upto 6.00 PM of 07-12-2020 for “**Renewal of Main roads in Zone-7, JDA Jaipur**” estimated cost of Rs. 550.00 Lacs. The Last date of for applying bid and making online payment on JDA portal is up-to 6:00 PM of 07-12-2020 Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in
(UBN No.)

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in
For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee online only and Bid Security can be Deposit online or through BG.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

**Executive Engineer-7
JDA, Jaipur**

Copy to:-

01- PRO Cell, JDA, Jaipur for publication in News paper.

(1) Job No. 116/2020-21 dated 28-09-2020

**Executive Engineer-7
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. N-110, 2nd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle,
JawaharLal Nehru Marg, Jaipur - 302004
Telephone: +91-141-2569696 e.mail: dravyavatrivier@gmail.com

No.:-JDA/EE-7/116/2020-21/D- 404

Dated : 12-11-2020

NOTICE INVITING BID

NIB No. : EE-7/07/2020-21

Name & Address of the Procuring Entity	➤ Name: Executive Engineer-7, Jaipur Development Authority Address: N-110, 2 nd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004 e.mail: dravyavatrivier@gmail.com
Subject Matter of Procurement	Renewal of Main roads in Zone-7, JDA Jaipur.
Bid Procedure	➤ Two part (Envelope) tender (eg. two part (envelope) open competitive) eBid procedure at http://www.eproc.rajasthan.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.jda.urban.rajasthan.gov.in
Website for online Bid application participation 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 online only. Bid Security can be deposited online or in the form of BG. ○ Bidding document fee: Rs. 1000/- (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ○ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 550.00 Lacs (Rupees Five Crore Fifty Lacs only)
Bid Security Deposit	➤ Amount (INR) : 2% (Rs. 11,00,000/-) (For AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 2,75,000/-) (For Contractor registered in JDA) for Bidder registered as contractor in JDA, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction
Date/Time/place of Pre-Bid	➤ N/A
Applying Bid and making online payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date 18-11-2020 from 09:30 AM onwards ➤ End Date: 07-12-2020 at 6:00 PM ➤ In case EMD in form BG original Bank Guarantee is to be submitted to DD (E&B) in Room No. NB-SF-215, JDA, Jaipur from 08-12-2020 to 09-12-2020 up to 6:00 PM
Bid submission on e-Procurement Portal of GOR (WWW.Eproc.rajasthan.gov.in)	➤ Start Date 18-11-2020 from 09.30 AM onwards ➤ End Date: 07-12-2020 at 6.00 PM
**Date/ Time/ Place of Technical Bid Opening	➤ 10-12-2020 at 03:00 PM
Date/ Time/ Place of Financial Bid Opening	➤ Successful for technical bidder will be Informed later on
Bid Validity	➤ 120 days from the bid submission deadline
Time Period	➤ 06 Months
* Jaipur Development Authority has decided to receive Bid Security, Tender Fee and RISL processing fee online through JDA Portal. However Bid Security can also be deposited in the form of BG. The Bid Security options available in tender for participants are a mentioned below:	

A. Payment Options:

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

Bidder may opt Bank Guarantee (BG) against 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 Bid Security, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

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

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

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

B. Bid Participation Receipt

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

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

Note:

1. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, N code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of 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-7
JDA, Jaipur

Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal

www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

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

Methods for depositing on line amount

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

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

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

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

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

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

C. Bid Participation Receipt

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

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.

In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per Bid Participation Receipt (Sample Enclosed). The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

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

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

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

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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

Name of Work: - Renewal of Main roads in Zone-7, JDA Jaipur.

1. NIB No. : EE-7/07/2020-21
2. Approximate cost : Rs. 550.00 Lacs
3. Cost of the bid document : Rs. 1000/-. The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees 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.
4. Bid Processing fees : Rs. 1000/- (In favour of M.D. R.I.S.L., Jaipur.)
5. Earnest Money (In favour of of Secretary, JDA, Jaipur.) : @ 2% Rs. 11,00,000/- (For AA class contractor registered in other department) and @ ½% 2,75,000/- (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-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date.
Bid Security (Earnest money) may be submitted online or by way of bank guarantee. In case bidder opt to submit bid security through bank guarantee, the bank guarantee should valid up to 09 Months from the date of opening of the bid in prescribed format.
6. Sale of bid document Online : 18/11/2020 to 07/12/2020 upto 6:00 PM
7. Date & Time of receiving tender Online : 18/11/2020 to 07/12/2020 upto 6:00 PM
8. Date of submission of Bid : 18/11/2020 to 07/12/2020 upto 6:00 PM through online
Cost, Process Cost & Bid Security 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.
9. Physical BG (Bid Security) Submission : from 08/12/2020, 10:00 AM to 09/12/2020 upto 6:00 PM
Start & Closing Date :
10. Date of opening of Tender : 10/12/2020 at 03:00 PM in Room No. N-110, Bank Building, Second Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
11. Completion period of work : 06 Months

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/JDA 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 testing of the materials and workmanship shall be conducted by JDA staff, quality control cell as per norms. The result of such tests should conform to the standard laid down in the Indian standard, MORTH / Public Work. Department, Rajasthan detailed specification. 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 at his cost, 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 _____ 10 _____ days of issue of work order and complete within time limit.

SCHEDULE - G: ATTACHED SEPARATELY BASED ON JDA BSR 2016 AND JDA NON BSR, 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, Process Cost & EMD from 18/11/2020 to 07/12/2020 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. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 09 months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over up to prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D. (E&B) in room No. NB-SF-215 main building, JLN Marg, JDA, Jaipur, as per specified in bid documents.

Signature of the Bidder
With full Name, Address and Mobile No.

Executive Engineer-7
JDA, Jaipur.

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?
02. 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.
03. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
04. 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. 6 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.
05. 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 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.
07. The rate quoted by the bidder shall remain valid for a period of **Four Months** from the date of opening of the bids.
08. 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.
09. 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 2(B) 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 bidding 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 bidding 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. Bidder will be responsible for compliance of GST Act/Rule 2017.
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.

20. 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.
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."
- 24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Various works costing Rs. 25.00 lacs and more shall be applicable.**
25. The bidders are required to submit copy of their enlistment as bidder.
26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
27. 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. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty of Rs. 5000/- day will be imposed.
29. All the provisions of THE RAJASTHAN TRANSPARENCY 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 TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

Signature of Bidder
with full Name, address & Mobile No.

Executive Engineer-7
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Other Conditions

1. DLP period of various nature of works amounting more than Rs. 25 Lacs will be as per order No.JDA/EX.En.(TA to DE-I)/2016/ D-29 dated 11.03.2016
2. 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 जावेगी।
3. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
4. 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।
5. जविप्रा के आदेश क्रमांक डी-352 दिनांक 29.08.2018 के द्वारा निर्माण कार्यों के अनुबन्ध की धारा 45 के अन्तर्गत निविदा (दर संविदा) में मूल्य विचलन (Price Variation) लागू नहीं होगा।

**Executive Engineer- 7
JDA, Jaipur**

**Signature of Bidder
with full Name, address & Mobile No**

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR POTENTIAL ASSESSMENT OF BIDDERS

Name of Work: - Renewal of Main roads in Zone-7, JDA Jaipur.

Special conditions of contract for **POTENTIAL ASSESSMENT** as detailed here under, shall be applicable in addition to all other terms and condition already prescribed under standard agreement forms/ rules and regulations relating to contracts.

1. Procedure:

A. Procedure for **POTENTIAL ASSESSMENT** would be as follows:

Tender document shall be submitted online e-procurement website <http://www.eproc.rajasthan.gov.in>. with their digital signature. The bid is to be submitted in two Envelop which shall comprise of – Envelop-1 being for Technical Bid and Envelop-2 being for Financial Bid. Each Envelope would be sealed separately and super scribed as "Envelope-1 Technical Bid" and "Envelope-2 Financial Bid." Both envelopes would be placed in Third envelope duly sealed, bearing the name of work and the name of the bidding contractor. In this third envelope, envelop of bid security, GST registration and copy of registration of contractor in required category should also be kept.

B. The Technical Bid will be opened only of whose bidders those proper bid security, GST registration Certificate and copy of registration of contractor in required category are found to be in order. The tender fees, processing fees and bid security will be deposited Online.

C. The Technical bid envelope would be opened on the date 10-12-2020 at 03:00 PM in the room no. **N-110, 2nd Floor, Bank Building, Ram Kishore Vyas Bhawan, Indra Circle, Jawahar Lal Nehru Marg, JDA, Jaipur-302004 (Rajasthan).**

D. The Financial Bid envelope would be opened only of those bidders who will fulfill all the **POTENTIAL ASSESSMENT** criteria.

2. **Criteria:**

Criteria for POTENTIAL ASSESSMENT would be as follows:-

- (a) The bidder should have executed following quantities of work in any one financial year of the last five financial years. However the bidder may opt current year in the said financial assessment period.

S. No.	Item	Quantity (1/3)
1	BT work by paver	3916.62 MT
2	Thermoplastic Paint	7822.82 Sqm

Note:-

- (i) The Bidder should enclose the certificate having quantities Financial year wise other wise the certificate will not be considered.
- (ii) Quantities of all the items mentioned in criteria 2 (a) should be executed in one financial year.
- (iii) Certificate issued by Government of India, State Government, Union Territory, Government Undertakings, Autonomous Bodies shall only be considered.
- (b) The bidder should have completed at least one similar nature work in last Five Financial Year (including current year, if opted by the bidder) of value not less than **Rs. 183.33 Lacs** (updated to present price level).

Note :-

- (i) The starting & completion date of the work is to be in between above said financial year. If no then maximum work (70%) is to be completed in above said financial year.
- (ii) If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.
- (c) The bidder should have achieved an annual financial turnover of at least **Rs. 183.33 Lacs** in any one of last Five financial years (including current year, if opted by the bidder)

Note :-

- (i) The bidder should enclose certificate of Turn Over from Chartered Accountant for last five financial year & audited balance sheet of the year which is considered by the bidder in criteria 2 (c).
- (ii) If current year or last year has been opted by bidder whose balance sheet is not submitted till the submission of bid then certificate from Chartered Accountant should be enclosed.
- (d) The bidder should give Affidavit to deploy the machinery and equipment as specified in Schedule - III, for the execution of this work.
- (e) **Bid Capacity:-** Bidders who meet the minimum qualification criteria will be qualified only if available bid capacity is equal to or more than the total Bid value.

The available bid capacity will be calculated as under:

$$\text{Bid Capacity} = (A \times N \times 3 - B)$$

Where A = Maximum value of civil engineering work executed in any one year during the last 5 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt current year in the five year assessment period

N = Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 1.00

B = Value, at present price level of existing commitments and on going works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited)

Note:-

- (i) **Certificate from Chartered Accountant should be enclosed by bidder clearly indicated maximum value of Civil Engineering Work in one Financial Year.**
- (f) **Litigation History:-** Bidder should provide an accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The maximum value (updated at the present price level) of disputed amount claimed in the litigation/arbitration resulting from contracts executed in last five years shall be deducted from the calculated Bid Capacity of the bidder. The details shall be furnished in Schedule VI.

Note :-

- (i) **The present price level for turnover, cost of completed work & disputed amount of similar nature, the previous years value shall be given weight age of 10% per year as follows :-**
- | | | | |
|-----|-----------------------|-----------|------|
| (a) | For Current Year | (2020-21) | 1.00 |
| (b) | For last year | (2019-20) | 1.00 |
| (c) | For one year before | (2018-19) | 1.10 |
| (d) | For two year before | (2017-18) | 1.21 |
| (e) | For three year before | (2016-17) | 1.33 |
| (f) | For four year before | (2015-16) | 1.46 |

3. Documentation :

The bidder should furnish the following documents along with the technical bid:

- Information regarding financial resources and capability in Schedule -I.
- Information regarding works executed in the last five years in Schedule-II
- Certificates from the concerned Engineer-In-Charge in support and verification of the information furnished in Schedule-II
- Affidavit regarding machinery and equipment required for deployment, as detailed in scheduled-III.
- Information regarding details of maximum value of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress in schedule - IV.
- Information regarding existing commitments and ongoing works to be completed in schedule - V.
- Information regarding details of litigation or arbitration contracts to be furnished in schedule - VI.
- Calculation of Bid capacity in schedule - VII.
- Affidavit as per Annexure I.

4. Important:

- (a) The bidder must ensure that all the information required in the Documents is furnished by him complete in all respects. He would not be allowed to withdraw any document, or to rectify any information furnished therein, after submitting the bid.
- (b) The bidder should give an affidavit that the information furnished in schedule I, to VII is correct. If any information is found incorrect, the offer of the bidder shall be rejected and action be taken as per rules.
- (c) Bidders must do paging of all enclosure of bid documents.

5. Rejection of bids

The department reserves the rights to reject any bid or to disqualify any or all the bidders, without assigning any reasons at any stage.

- (i) If Bid is not accompanied with the requisite documents mentioned in clauses 3 (a) to 3 (i) or is not in accordance with procedure specified in Para 1, or is not accompanied with bid security & GST registration Certificate and registration of bidder in required category it would be liable for rejection.
- (ii) Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection.
- (iii) If all the copies enclosed in support and affidavit is not duly attested by notary public/gazetted officer/Self (as per Order No F-14(22)JDA/Estt./2014 Dated 01.01.2015) then bid of the bidder is to be rejected.

Executive Engineer-7
JDA, Jaipur.

Schedule - I
FINANCIAL RESOURCES AND CAPABILITY
[Reference clause 3 (a)]

1. Name of Bidder :- M/s.....
2. Total financial turnover achieved by the bidder in the last five financial years:

S.No.	Year	Turnover
(1)	2019-20	
(2)	2018-19	
(3)	2017-18	
(4)	2016-17	
(5)	2015-16	

Note: Balance Sheets and Profit & Loss Accounts is to be enclosed by the bidder which is considered by him as per criteria 2 (a).

3. Total financial Turnover projected in the current financial year
4. Has the bidder ever been debarred from bidding for Central Government/State Government/any Government undertaking?
Yes / No, if yes give details.
5. Has bidder ever been declared insolvent?
Yes/No, if yes give details.
6. Name(s) and Address of Branch/(s) for bidder's Bankers.

I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.

Date :

Signature of Bidder
(With Seal wherever applicable)

SCHEDULE - II

[Reference clause 3(b)]

Details of Quantities of work executed during last five financial years

S. No.	Name of Works (with agreement No. & Date)	Client	Place (district)	Financial Year	BT work by paver	Thermoplastic Paint	Page No.

Signature of Bidder

Note : Certificate from concerned Engineer-in-Charge should be enclosed in support and verification of the above statement.

To be given on Non-Judicial stamp
Paper of Rs. 50/- only, duly attested by
Notary Public/Self

SCHEDULE - III
[Reference Clause 3(d)]

AFFIDAVIT

I/We Proprietor/Partner/Authorized signatory of M/s
..... under self Declaration that I/We will deploy the machinery and
equipment listed below as and when required in the execution of this work.

S. No.	Name of Machinery	Minimum Requirement	availability	
			Owned	Leased
1	Automatic Hot Batch Mix Plant	1 No.		
2	Vibratory Roller	2 No.		
3	Static Roller	2 No.		
4	Pneumatic Tyre Roller (PTR)	1 No		
5	Sensor paver	1 No.		
6	Compressor	2 No.		
7	Tar Boiler	2 No.		
8	JCB	2 No.		
9	Dumper	6 No.		
10	Vibrator (Needle, Plate, Screed)	2 No		

I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.

Date:

Signature of Bidder
(With seal)

SCHEDULE - IV

[Reference Clause 3(e)]

**DETAILS OF MAXIMUM VALUE CIVIL ENGINEERING WORKS EXECUTED IN ANY ONE YEAR DURING THE LAST FIVE YEARS TAKING INTO
ACCOUNT THE COMPLETED AS WELL AS WORKS IN PROGRESS**

S. No.	Name of Works (with agreement No. & Date)	Client	Place (district / state)	Financial Year	Cost of Work as per Work Order	Stipulated date of commencement	Stipulated date of completion	Value of work done during the year	Page No.

Signature of Bidder

SCHEDULE - V

[Reference Clause 3(f)]

DETAILS OF EXISTING COMMITMENTS & ON GOING WORKS TO BE COMPLETED

S. No.	Name of Works (with agreement No. & Date)	Client	Cost of Work as per Work Order	Stipulated date of commencement	Stipulated date of completion	Value of balance work on date of bid	Likely date of completion of balance work	Page No.

Signature of Bidder

SCHEDULE - VI

[Reference Clause 3(g)]

DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

S. No.	Name of Works (with agreement No. & Date)	Client	Work Order Amount	Disputed Amount Claimed in Litigation / Arbitration	Date of Raising Disputed Amount	Actual Award Amount, if the case is Decided	Cause of Litigation & matter in Dispute

Signature of Bidder

SCHEDULE -VII
[Reference Clause 3(h)]
BID CAPACITY

Name of Bidder: - _____

1.	A = Maximum value of civil Engineering works Executed in any one year during the last five Years (Updated to present price level)	_____Lacs	Certified details enclosed at Page No. _____
2.	N = Number of years prescribed for completion of the Work for which bids are invited	1.00	
3.	B = Value, at present price level of existing Commitments and on going works to be Completed during the next N Period.	_____Lacs	Certified details enclosed at Page No. _____

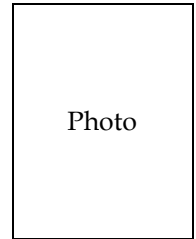
$$\text{Bid Capacity} = A \times N \times 3 - B$$

$$= \text{_____ Lacs}$$

Signature of Bidder

ANNEXURE-I
(Reference Clause 3(i))

To be given self-declaration,
duly self attested



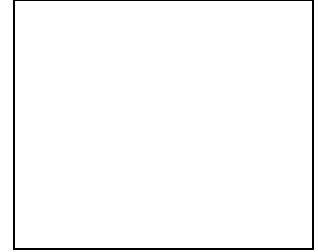
AFFIDAVIT

I/We.....S/O Shri..... Age.....Year,
Residentof.....District..... Rajasthan
Proprietor/ Partner/ Authorize signatory of M/s here
by declare that the information furnished by me/us in schedule I to VII of the assessment Bid for
the work “**Renewal of Main roads in Zone-7, JDA Jaipur**” is correct to the best of my/our
knowledge and belief and nothing has been concealed therein. I am well aware of the fact that If
the information given by me is proved false/not true, i will have to face the punishment as per
the law. Also all the benefits availed by me shall be summarily withdrawn and JDA has right to
reject the Bid and to take action against me/us as per rules.

Enclose: I.D. proof with self-declaration

.....
Proprietor/ Partner/ Authorized signatory
M/s
.....

To be given by bidder, if Tender Documents and Affidavit submitted by Self Attested



SELF-DECLARATION

I/We..... S/O Shri..... Age..... Year, Resident
..... of District Rajasthan, hereby declare
that the information given above and in the enclosed documents is true to the best of my knowledge and
belief and nothing has been concealed therein. I am well aware of the fact that if the information given
by me is proved false/not true, I will have to face the punishment as per the law. Also, all the benefits
availed by me shall be summarily withdrawn.

Proprietor/ Partner/ Authorized signatory

M/s

.....

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

1. ROAD WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per table-1. 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: JDA/Ex.En.(TA to Dir Engg.-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.	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 <u>once in every one and half years.</u>
6	Road Marking, Kerb Stone/Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting <u>once in every one and half years.</u> Ordinary Paint Maintenance as and when required. Repainting <u>thrice in every years.</u>
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	1 st year	2 nd year	3 rd year	5 th 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.

- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but later finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (v) 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 cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) 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	1 Year	2 Year	3 Year	4 Year	5 Year
DLP period					
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9.00	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.
- (c) 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's after approval of 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-7
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 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 not have a Conflict of Interest.

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

- (i) A bidder may be considered to be in conflict of interest with one or more parties in 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

In relation to my/our Bid submitted tofor procurement ofin response to their Notice inviting Bids No.....Dated..... I/wehereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that :

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date :

Signature of bidder

Place :

Name:-.....

Designation:-.....

Address:-

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Executive Committee**

The designation and address of the Second Appellate Authority is **Principal Secretary/ACS, UDH.**

(1) Filing an appeal:-

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

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

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

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

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

(4) 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 through registered post or authorized representative.

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

FORM No. 1
[see rule 83]

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

Appeal No..... of Before the
..... (First/Second Appellate authority)

- 1- Particulars of appellant :
 - (i) Name of the appellant :
 - (ii) Official address, if any:
 - (iii) Residential address:
- 2- Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
- 3- Number and date of the order appealed against and name and designation of the 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 :

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 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 bidding 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 50% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one bidder at the time of award (In case of procurement of Goods):-

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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

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

Option-3: Payment Gateway (Aggregator)

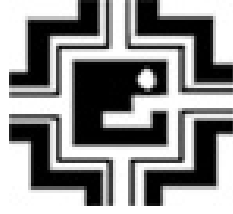
The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from **anywhere any time** till the closing date & time of bid participation.

B. Bid Participation Receipt

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

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

Executive Engineer-7
JDA, Jaipur



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

FINANCIAL BID

Envelope-2

FOR

“Renewal of Main roads in Zone-7, JDA Jaipur”

Period of Online Sale	: 18/11/2020 to 07/12/2020 upto 6:00 PM
Date of Online submission of the bid	: 18/11/2020 to 07/12/2020 upto 6:00 PM
Date of opening of technical bid	: 10/12/2020 at 03:00 PM In the Room No. N-110, Bank Building, Second Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan).
Date of opening of financial bid	: Success full technical bidder will be informed later on
Cost of Tender	: Rs. 1000 /-
Completion period	: 06 Months
Name of Agency M/s	:

**Executive Engineer-7
JDA, Jaipur.**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

Name of Work: - Renewal of Main roads in Zone-7, JDA Jaipur.

- | | | |
|---|---|--|
| 9. NIB No. | : | EE-7/07/2020-21 |
| 10. Approximate cost | : | Rs. 550.00 Lacs |
| 11. Cost of the bid document | : | Rs.1000/- . The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees 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. |
| 12. Bid Processing fees | : | Rs.1000/- (In favour of M.D. R.I.S.L., Jaipur.) |
| 13. Earnest Money (In favour of of Secretary, JDA, Jaipur.) | : | @ 2% Rs. 11,00,000/- (For AA class contractor registered in other department) and
@ ½% 2,75,000/- (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-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date.
Bid Security (Earnest money) may be submitted online or by way of bank guarantee. In case bidder opt to submit bid security through bank guarantee, the bank guarantee should valid up to 09 Months from the date of opening of the bid in prescribed format. |
| 14. Sale of bid document Online | : | 18/11/2020 to 07/12/2020 upto 6:00 PM |
| 15. Date & Time of receiving tender Online | : | 18/11/2020 to 07/12/2020 upto 6:00 PM |
| 16. Date of submission of Bid
Cost, Process Cost & Bid Security Online | : | 18/11/2020 to 07/12/2020 upto 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. |
| 9. Physical BG (Bid Security) Submission
Start & Closing Date | : | from 08/12/2020, 10:00 AM to 09/12/2020 upto 6:00 PM |
| 10 Date of opening of Tender | : | 10/12/2020 at 03:00 PM in Room No. N-110, Bank Building, Second Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur (Rajasthan) |
| 11 Completion period of work | : | 06 Months |

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/JDA 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 testing of the materials and workmanship shall be conducted by JDA staff, quality control cell as per norms. The result of such tests should confirm to the standard laid down in the Indian standard, MORTH / Public Work. Department, Rajasthan detailed specification. 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 at his cost, 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 _____ 10 _____ days of issue of work order and complete within time limit.

SCHEDULE - G: ATTACHED SEPARATELY BASED ON JDA BSR 2016 AND JDA NON BSR, 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, Process Cost & EMD from 18/11/2020 to 07/12/2020 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. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 09 months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over up to prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D. (E&B) in room No. NB-SF-215 main building, JLN Marg, JDA, Jaipur, as per specified in bid documents.

Signature of the Bidder
With full Name, Address and Mobile No.

Executive Engineer-7
JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE 'H'

30. 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?
31. 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.
32. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
33. 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. 6 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.
34. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
35. 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.
36. The rate quoted by the bidder shall remain valid for a period of **Four Months** from the date of opening of the bids.
37. 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.
38. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
39. 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.
40. 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 bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
41. 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.
42. The bidder shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
43. Rules regarding enlistment of bidders provide that work; upto five times limit for which they are qualified for bidding 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.
44. 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.
45. 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.
46. The rates provided in bid documents are inclusive of all Taxes royalty. Bidder will be responsible for compliance of GST Act/Rule 2017.
47. For paver work at least 3 road rollers shall be simultaneously deployed.
48. Bitumen for tack coat or any other purposes, shall be applied only be a bitumen sprayer of a mechanical pressure.

49. 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.
50. Undersigned has full right to reject any or all bids without given any reasons.
51. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
52. 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."
53. **Special Conditions of Contract regarding Defect Liability Period (DLP) for Various works costing Rs. 25.00 lacs and more shall be applicable.**
54. The bidders are required to submit copy of their enlistment as bidder.
55. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
56. 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.
57. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty of Rs. 5000/- day will be imposed.
58. All the provisions of THE RAJASTHAN TRANSPARENCY 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 TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

Signature of Bidder
with full Name, address & Mobile No.

Executive Engineer-7
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Other Conditions

1. DLP period of various nature of works amounting more than Rs. 25 Lacs will be as per order No.JDA/EX.En.(TA to DE-I)/2016/ D-29 dated 11.03.2016
2. 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 जावेगी।
3. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
4. 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।
5. जविप्रा के आदेश क्रमांक डी-352 दिनांक 29.08.2018 के द्वारा निर्माण कार्यों के अनुबन्ध की धारा 45 के अन्तर्गत निविदा (दर संविदा) में मूल्य विचलन (Price Variation) लागू नहीं होगा।

**Executive Engineer-7
JDA, Jaipur.**

**Signature of Bidder
with full Name, address & Mobile No.**

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

2. ROAD WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per table-1. 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
- (iv) Routine maintenance of Road Works,
- (v) 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
- (vi) 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: JDA/Ex.En.(TA to Dir Engg.-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	
	(iv) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(v) For Renewal/Strengthening	
	(c) BT upto 30 mm thickness	2 Year
	(d) 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	6 Years
	(vi) New roads	
	(b) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(iii) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(iv) 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	4 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.	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 <u>once in every one and half years.</u>
6	Road Marking, Kerb Stone/Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting <u>once in every one and half years.</u> Ordinary Paint Maintenance as and when required. Repainting <u>thrice in every years.</u>
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.En 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	1 st year	2 nd year	3 rd year	5 th 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:-

- (ix) 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.

- (x) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (xi) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (xii) Similarly if any work is more than Rs. 25 lakhs but later finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (xiii) 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 cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (xiv) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (xv) 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
- (xvi) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
 - (d) 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	1 Year	2 Year	3 Year	4 Year	5 Year
DLP period					
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9.00	7.88	6.45	4.62	2.47

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

- (e) 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.
- (f) 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's after approval of 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-7
JDA, Jaipur**

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

Any person participating in a procurement process shall-

- (i) 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;
- (j) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (k) Not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
- (l) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (m) 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;
- (n) Not obstruct any investigation or audit of a procurement process;
- (o) Disclose conflict of interest, if any; and
- (p) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest.-

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

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

- (i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:
 - (h) Have controlling partners/shareholders in common; or
 - (i) Receive or have received any direct or indirect subsidy from any of them; or
 - (j) Have the same legal representative for purposes of the bid; or
 - (k) 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
 - (l) 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
 - (m) 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
 - (n) 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

In relation to my/our Bid submitted tofor procurement ofin response to their Notice inviting Bids No.....Dated..... I/wehereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that :

6. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
7. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document.
8. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
9. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
10. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date :

Signature of bidder

Place :

Name:-.....

Designation:-.....

Address:-

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Executive Committee**

The designation and address of the Second Appellate Authority is **Principal Secretary/ ACS, UDH.**

(1) Filing an appeal:-

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

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

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

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

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

(4) 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:-

- (d) 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.
- (e) 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.
- (f) 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:-

- (c) 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.
- (d) 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:-

- (e) 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
- (f) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (g) 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.
- (h) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

FORM No. 1
[see rule 83]

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

Appeal No..... of Before the
..... (First/Second Appellate authority)

- 1- Particulars of appellant :
 - (i) Name of the appellant :
 - (ii) Official address, if any:
 - (iii) Residential address:
- 2- Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
- 3- Number and date of the order appealed against and name and designation of the 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 :

Place :

Date :

Appellant's Signature

Annexure D: Additional Conditions of Contract

2. 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 bidding 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 50% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one bidder at the time of award (In case of procurement of Goods):-

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid 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.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work :- Renewal of Main roads in Zone-7, JDA Jaipur.

"G"-SCHEDULE

S.No.	Item	Qty.	Unit	Rate	Amount
1.00	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.	38700.00	Sqm	9.00	348300.00
2.00	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 dry and hungry bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	87255.00	Sqm	10.80	942354.00
3.00	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).	4353.75	MT	2722.50	11853084.38
4.00	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).	7396.110	MT	2934.00	21700186.74

5.00	Dismantling Kerb Stones Dismantling Kerb Stones by manual means and disposal of dismantled material with all lifts and upto a lead of 1000 m as per MoRD Specification Clause 202.	8280.00	Rmt.	5.40	44712.00
6.00	Providing and fixing reinforced concrete precast kerb stone or dand 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)	8280.00	Rmt.	617.00	5108760.00
7.10	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : One or more coats on old work.	12150.000	Sqm	18.00	218700.00
7.20	Two or more coats on new work.	5480.000	Sqm	39.60	217008.00
8.00	Removing & Refixing of precast concrete interlocking paving blocks recovered item from site 60 mm to 100 mm thick laid on average 50 mm thick bed of coarse sand joint be filled with fine sand laying procedure on compacted sub base as define etc. complete as per direction of Engineer-in-charge with all lead and lift.	17280.000	Sqm	60.00	1036800.00
9.00	Interlocking Concrete Block Pavement with M-30 Grade 0.30 Mtr x 0.30 Mtr x 0.15 Mtr Edge Blocks (measurments shall be made inner to inner side of edge blocks). 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.	2052.000	Sqm	562.50	1154250.00
10.00	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.	56.000	Nos.	1435.50	80388.00

11.00	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.	4432.000	Nos.	180.00	797760.00
12.00	Supply of Swiss type of Hazard marker, made out of 2 mm thick M.S. sheet size of box is 15x15 cm with hold fast at bottom, the body is painted in orange stoving enamel paint with white/high intensity grade micro-prismatic type sheeting, on all four side.	900.000	Nos.	787.50	708750.00
13.00	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.	23468.450	Sqm	436.50	10243978.43
14.00	Raising/lowering of masonry manhole chamber of sewer system including lifting the R.C.C. roof slab dismentling/increasing the height of masonry wall with cement mortar 1:4, replacing back the displaced R.C.C. roof slab in position, including repairing of joint to the entire satisfaction of Engineer-In-Charge. The work includes providing barricading during construction, putting sign board/caution board for safety purpose, providing material like cement, sand, required stone and all tuman masonry where ever required and all machinery like crane, tools and plants required for the Job in all respect. work also includes curing where ever required and site clearance. (Dir. Engg. /D-143 dt. 28.02.2011).	360.000	Nos.	1500.00	540000.00
					54995031.54

Executive Engineer-7
JDA, Jaipur