### जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल, जे.एल.एन. मार्ग, जयपुर

क्रमांक / जिवप्रा / अधि.अभि.(रिंग रोड़-I) / 2020-21 / डी- 23

दिनांकः 22 3 2021

### बिड आमंत्रण सूचना

बिड संख्या- अधि.अभि.(रिंग रोड़- I) / 03 / 2020-21

जयपुर विकास प्राधिकरण रिंग रोड़ परियोजना—। में "Construction of RCC Retaining wall for protection for road in high embankment in PAP area of Ring Road Zone-9 and 10, JDA, Jaipur" कार्य जिसकी लागत रू. 134.00 लाख के लिए दिनांक 06.04.2021 सायंकाल 6:00 बजे तक ऑन लाईन निवदा आमंत्रित की जाती हैं। विस्तृत विवरण, जो कि निवदा प्रपन्न में उपलब्ध है, अद्योहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.raj.nic.in व www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है। (UBN No. JDA2021WSOB 00408)

निविदादाता को निविदा में भाग लेने हेतु आवश्यक है कि :-

1. जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो। निविदा शुल्क व आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑन लाईन ही देय होगी। बोली प्रतिभूति ऑनलाईन अथवा बैंक गारन्टी के द्वारा दी जा सकती है।

2. ऑन लाईन निविदा में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशासी अभियन्ता (रिंग रोड़— I) जविप्रा, जयपुर।

### JAIPUR DEVELOPMENT AUTHORITY

Room No. JB-FF-104, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 Telephone: +91-141-2569696 e.mail: <u>ee.rrp1@jaipurjda.org</u>

No:- JDA/EE/RRP-I/2020-21/D-23

Dated: 22 3 2021

### NOTICE INVITING BID

NIB No.: EE(RRP-I)/03/2020-21

Online Bids are invited upto 6.00 PM of 06.04.2021 or "Construction of RCC Retaining wall for protection for road in high embankment in PAP area of Ring Road Zone-9 and 10, JDA, Jaipur" Estimated cost Rs. 134.00 Lacs. Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in (UBN No. JDA2021WSOB O O Y O & )

To participate in the bid, bidder has to be:

- 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 declaration stamp.
- 2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

(Avinash Sharma) Executive Engineer (RRP-I) JDA, Jaipur

Name & Address of the	Name: Executive Engineer (RRP-I), Jaipur Development Authority
Procuring Entity	➤ Address: Room No.JB-FF-115, Ram Kishore Vyas Bhavan, Indira
	Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
	Email: avinashsharma.jda@rajasthan.gov.in
Subject Matter of Procurement	<ul> <li>Construction of RCC Retaining wall for protection for road in high embankment in PAP area of Ring Road Zone-9 and 10, JDA, Jaipur.</li> <li>Job No. JDA/EE RRP-1/A&amp;F/2020-2021/Jan/190</li> </ul>
Bid Procedure	Single Stage Open Competitive) e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Bid Evaluation Criteria (Selection Method)	L1 (e.g. Least Cost Based Selection (LCBS)-L1)
Websites for downloading	Websites: www.sppp.rajasthan.gov.in,
Bidding Document,	www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in
Corrigendum's, Addendums, etc.	
Website for online Bid	➤ Website: www.jda.urban.rajasthan.gov.in
application and payment *	➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee and RISL Processing Fee online only.  ○ Bidding document fee: Rs. 1000/-  ○ RISL Processing Fee: Rs. 1000/-
Estimated Procurement Cost	> INR 134.00 Lacs
Bid Security Deposit (BSD)	<ul> <li>➢ All the eligible contractors should be Submit Bid security declaration on non-judicial stamp of Rs. 50/-as per order issued for finance department (GF&amp;AR) GoR dated 23.12.2020 (Declaration attached with tender document) in lies of Bid Security. It is mandatory to submit bid security bid security declaration in prescribed format along with the bid.</li> <li>➢ Eligibility: Bidder who is A and AA class contractor registered in othe Govt. Department and bidder registered as contractor AA, A,B in JDA</li> </ul>
Date /Time/ Place of Pre-Bid	> N/A
Applying Bid and making Online Payment on JDA portal	> Start Date: 26.03.2021 at 10.00 AM onwards > End Date: 06.04.2021 upto 6.00 PM
(www.jda.urban.rajasthan.gov.in) Bid submission on E-	> Start Date: 26.03.2021 at 10.00 AM onwards
Procurement	> End Date: 06.04.2021 upto 6.00 PM
(www.eproc.rajasthan.gov.in)  Date/ Time/ Place of Financial	> 07.04.2021 at 11.00 PM
Bid Opening	JB-FF-115, First Floor, Judicial Block, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
Bid Validity	> 120 days from the bid submission deadline
Completion Period	> 9 Months
*Jaipur Development Authority has	decided to receive Earnest Money Deposit (EMD) (Bid Security), e online through JDA portal. The bid security options available in tende

(Avinash Sharma) Executive Engineer (RRP-I) JDA, Jaipur

### Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee & RISL Processing Fee through online mode only and Bid Security declaration stamp 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 online only and Bid Security declaration stamp.
- 2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

### Methods for depositing online amount

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

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

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

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

Bidder has to submit as proof of deposited amount against the Bid on eProcurement Portal. A sample of Bid Participation Receipt is given below:

### Jaipur Development Authority

Bid Participation Receipt

Date & Time: 09/06/2015 05:13 PM

m:-1			-	21
Bid	u	eı	а	ŝ١

Bid Id: 6215152001 Procurement Entity: XXXXXXXXXXXXXX

Bid Title: Testing

Bid Opening Place : Manthan Hall, Jaipur Development Authority Bid Value: 300000

#### **Bidder Detail**

Name of Entity:	XXXXXXXXXXXX		Mobile:	9829012345
Registration Type:	Individual	Instrument Amoun	32500	0.00
Payment Mode:	Online/UTR	Payment Channel	Payment	Gateway/ICICI Branch - JDA
Instrument No:	456123789	Instrument Date :	17-06	-2015

#### Dates Detail

r. No.	Event Name	Event Date
1	Publishing Date	01:06:2015 01:00 PM
2	Bid Opening Date	01 07/2015 03:00 PM

#### Specific Instrument Detail for eProc Rajasthan

Instrument Number	Head Name	Amount	Date
10000	Tender Fee	400.00	05/06/2015
10001	RISL Processing Fee	1000.00	05/06/2015
10002	Bid Security Deposit	30,000.00	05/06/2015

### JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

### SCHEDULE AND SPECIFICATIONS

# NAME OF WORK:- CONSTRUCTION OF RCC RETAINING WALL FOR PROTECTION FOR ROAD IN HIGH EMBANKMENT IN PAP AREA OF RING ROAD ZONE-9 AND 10 JDA JAIPUR

1. NIB No.	: EE(RRP-I)/03/2020-21
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2. Approximate cost : Rs. 134.00 Lacs

3. Cost of the bid document(Online) : 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 <a href="https://www.jaipurjda.org/e-services/e-tenderportal">www.jaipurjda.org/e-services/e-tenderportal</a>. 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 (Online) : Rs. 1000/-(In favour of M.D. R.I.S.L., Jaipur)

5. Earnest Money (In favour of : All the eligible contractors should be Submit Bid

Secretary, JDA, Jaipur) (Online) security declaration on non-judicial stamp of Rs. 50/-as per order issued for finance department (GF&AR) GoR dated 23.12.2020 (Declaration attached with tender document) in lies of Bid Security. It is mandatory to

submit bid security bid security declaration in prescribed

format along with the bid.

6. Sale of Bid document Online : 26.03.2021 from 10:00 AM to 06.04.2021 upto 6:00 PM

7. Date & Time of receiving tender : 26.03.2021 from 10:00 AM to 06.04.2021 upto 6:00 PM

Online on e-Proc portal GoR

8. Dates & Place for Physical BG : Submission

9. Date of Submission of Bid : 06.04.2021 upto 6:00 PM through online payment after

registering with JDA on www.jaipurjda.org/e-services/e-

tenderportal.

10. Date of opening of tender : 07.04.2021 at 11 AM in Room No. JB-FF-115, Judicial

Block, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan)

11. Completion period of work : 9 Months

#### SCHEDULE - A: INFORMATION USEFUL FOR THE CONTRACTORS:

The Tenderer should see the site and fully understand the conditions of the site before tendering 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 MORTH/Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer – In – Charge of the work.

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

The drawing may be seen in office of the undersigned.

<u>SCHEDULE – C: LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:</u> List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after deposition necessary cost with JDA.

### **SCHEDULE - D: TEST OF THE MATERIALS:**

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard MORTH/PWD detailed specification. Qualified personnel as required under the contractor enlistment rules duly approved by the Deptt. Shall have to be engaged at site by the Contractor. The deptt. Reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

### SCHEDULE - E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the contractor 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 limits.

SCHEDULE – G: ATTACHED SEPARATELY BASED ON JDA BSR (ROAD & BUILDING WORK)-2016

SCHEDULE - H: SPECIAL CONDITION: Attached Separately.

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

EXECUTIVE ENGINEER-RRP-I JDA, Jaipur.

Signature of the Contractor With full Address, Mob No, Landline No & E-mail address

### SPECIAL CONDITIONS

#### Schedule- H

- 01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. This shall have to be arranged by the contractor 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 contractor shall follow the contractor lab our regulation and abolition Act 1970 & Rule 1971.
- 04. The JDA shall have right to cause an audit and technical examination of the work and the final bills of the contractor 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 contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful; for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor 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 contractor.
- 05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 06. Whenever any claim against the contract for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
- 07. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
- 08. By submission of this tender the contractor 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 contractor and conditional tender is liable to be rejected.
- 10. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
- 11. If any tender withdraws his tender 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 tender 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 and fails to furnish performance guarantee 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 contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he will stand debarred from participating in tendering in JDA for Six Months in addition to forfeiture of Earnest Money/Security Deposit/Performance Guarantee and other action under agreement.

- 12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tar boiler, sprayer etc.
- 13. The contractor shall arrange his own storage tanks up to 10 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
- 14. Rules regarding enlistment of contractors provide that work up to the time five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders 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 contractor 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 cost of the contractor after expiry of 3 days period.
- 16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
- 17. The rates provided in tender documents are inclusive of all Taxes royalty. Bidder will be responsible for compliance of GST Act./Rule.
- 18. For paver work at least 3 road rollers shall be simultaneously deployed.
- Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
- 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 Contractor at his own cost.
- 21. Undersigned has full right to reject any or all tenders 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. The tenderer are required to submit copy of their enlistment as contractor.
- 25. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
- 26. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
- 27. The contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
- 28. Special Conditions of Contract regarding Defect Liability Period (DLP) for roads works costing Rs. 25.00 lacs and more shall be applicable.
- 29. All the provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

Executive Engineer (RRP-I) JDA, Jaipur

Signature of the Contractor With full Address, Mob No, Landline No & E-mail address

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

### (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

I	a	b	le	-]	

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. General

- 1.1 Inspection of works during Defect Liability Period
- 1.1.1 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 Drain sections, which are likely to be damaged during rainy season.
- 1.1.2 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.
- 1.2 Conditions regarding Security Deposit
- 1.2.1 Security for DLP-The contracting agency shall have to furnish security deposit (SD) in the form of BG valid from the actual date of completion, which shall be assigned by the Engineer-in-charge.
- 1.2.2 Refund of SD -

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

S.No.	Released SD DLP period	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	5 <sup>th</sup> 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.

DLP period	% recovery on withdrawal of DLP of work-order	1 Year	2 Year	3 Year	4 Year	5 Year
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.
- (ix). 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.

1.2.3 Force Majeure

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

Executive Engineer (RRP-I) JDA, Jaipur

Signature of the Contractor With full Address, Mob No, Landline No & E-mail address

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

Any person participating in a procurement process shall:-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) Not indulge in any collusion, Bid rigging or anti- competitive behavior to impair the transparency, fairness and progress of the procurement process.
- (d) Not misuse any information shared between the procuring entity and the bidders with 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 transaction with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

### Conflict of Interest:-

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

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

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

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

Declaration by the Bidder
In relation to my/ our Bid submitted to for procurement of
In response to their Notice Inviting Bids No.
Dated I/We hereby declare under section 7 of Rajasthan Transparency in
Public Procurement Act. 2012, that:
<ol> <li>I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity:</li> <li>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.</li> <li>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 proceeding for any of the foregoing reasons:</li> <li>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;</li> </ol>
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 JDC, JDA, Jaipur

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

### (1) Filling an appeal:

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

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

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

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

### (4) Appeal not to lie in certain cases.

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

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

### (5) Form of Appeal:

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

### (6) Fee for filing appeal:

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

### (7) Procedure for disposal of appeal:

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

### **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:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring Entity there is an obvious misplacement of the decimal point in the unit pric, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and(ii) above
  - If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

### 2. Procuring Entity's Right to Vary Quantities:

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

## 3. <u>Dividing quantities among more than one Bidder at the time of award (In case of Procurement of Goods)</u>

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

is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

### [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.	Particula	ars of appel	lant:
	(i)	Name of th	ne appellant :
	(ii)	Official ad	dress, if any:
	(iii)	Residentia	address:
2.	Name a	nd address	of the respondent (s):
	(i)		
	(ii)		
	(iii)		
3.	Number	and date	of the order appealed against and name and designation of the
	officer/a	uthority w	ho passed the order (enclose copy), or a statement of a decision,
	action o	r omission	of the Procuring Entity in contravention to the provisions of the Act
	by which	h the appell	ant is aggrieved:
4.	If the A	ppellant pi	roposes to be represented by a representative, the name and posta
	address	of the repre	sentative:
5.	Number	of affidavi	ts and documents enclosed with the appeal:
6.	Grounds	of appeal:	
	(Suppor	ted by an at	ffidavit)
7.	Prayer .		
DI			
Date			

Appellant's Signature

### Form of Bid-Securing Declaration

Date:
Bid No.:
Alternative No.:
To: Secretary,
JDA, Jaipur

We, the under signed, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

- (a) When we withdraw or modify our bid after opening of bids:
- (b) When we do not execute the agreement, if any, after placement of supply/work order within the specified period; (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) When we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process under taken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (I) We are not the successful Bidder;
- (II) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (III) Thirty days after the expiration of our Bid.
- (IV) The cancellation of the procurement process; or
- (V) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed:	
Name:	
In the capacity	of:
Duly authorize	d to sign the bid for and on behalf of
Dated on	day of
C	

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid,]

### Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

NAME OF WORK: Construction of RCC Retaining wall for protection for road in high embankment in PAP area of Ring Road Zone-9 and 10 JDA Jaipur

Contract No: EE (RRP-I)/03 /2020-21

Name of the			
Name of the Bidder/ Bidding Firm / Company :			
Bidding Firm /			
Company:		10.00	

SI. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	Quoted Currency in INR / Other Currency	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	12	7	8
1	Earthwork in excavation for structures as per drawing and MoRD specifications Clause 305.1 including setting out, construction of shoring and bracing, removal of stumps and other deleterious material and disposal upto a lead of 50 m, dressing of sides and bottom and backfilling in trenches with excavated suitable material.  Ordinary soil-Upto 3 m depth	3122.080	Cum	111.60	INR	348424.13	INR Three Lakh Forty Eight Thousand Four Hundred & Twenty Fou and Paise Thirteen Only
2	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and MoRD specifications Clause 802, 803, 1202 & 1203 P.C.C grade M 15 Nominal mix (1:2.5:5)	195.130	Cum	2736.00	INR	533875.68	INR Five Lakh Thirty Three Thousand Eight Hundred & Seventy Five and Paise Sixty Eight Only
3	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and MoRD specifications Clause 802, 803, 1202 & 1203  R.C.C. grade M 25	781.838	Cum	3645.00	INR	2849799.51	INR Twenty Eight Lakh Forty Nine Thousand Seven Hundred & Ninet Nine and Paise Fifty On Only
4	Supplying, fitting and placingTMT bar reinforcement in foundation complete as per drawings and MoRD specifications Clauses 1000 and 1202	49.099	Tonne	56187.00	INR	2758725.51	INR Twenty Seven Lakl Fifty Eight Thousand Seven Hundred & Twenty Five and Paise Fifty One Only
5	Plain/reinforced cement concrete in substructure complete as per drawings and MoRD specification Clauses 802, 804, 805, 806, 807, 1202 and 1204 R.C.C. grade M 25	856.750	Cum	4027.50	INR	3450560.63	INR Thirty Four Lakh Fifty Thousand Five Hundred & Sixty and Paise Sixty Three Only
6	Supplying, fitting and placing TMT bar reinforcement in substructrue complete as per drawings and MoRD specification Clauses 1002, 1005, 1010 & 1202	53.804	Tonne	58788.00	INR	3163029.55	INR Thirty One Lakh Sixty Three Thousand &Twenty Nine and Pais Fifty Five Only
7	Construction of Embankment with Material Obtained from Roadway Cutting Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of Tables 300.1 and 300.2 as per MoRD Specification Clause 301.5	3236.000	Cum	31.50	INR	101934.00	INR One Lakh One Thousand Nine Hundred & Thirty Four Only
8	Granular sub-base/base/surface course with local materials (Table 400.13) by mix in place method normal Construction of granular sub-base by providing local material spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at once and compacting with smooth wheel roller to achieve the desired density complete as per Clause 401.4 as per MoRD Specification Clause 408.  Using naturally occuring gravel	237.825	Cum	360.00	INR	85617.00	INR Eighty Five Thousand Six Hundred Seventeen Only

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	Quoted Currency in INR / Other Currency	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	12	7	8
9	Providing weepholes in brick masonry/stone masonry, plain/reinforced concrete abutment, wing wall, return wall with 100 mm dia AC pipe extending through the full width of the structures with slope of 1(V):20(H) towards drawing face complete as per drawing and MoRD specification Clauses 614, 709, 1204.3.7	600.000	Each	51.30	INR	30780.00	INR Thirty Thousand Seven Hundred & Eighty Only
10	Providing and fixing 20 mm thick compressible fibre board in expansion joint complete as per drawing and MoRD specifications	18.353	Runnin g M per c.m.dep th	9.00	INR	165.18	INR One Hundred & Sixty Five and Paise Eighteen Only
11	P & F Open timbering over area including strutting, shoring etc complete (Measurement to be taken of the face are timbered):  Depth exceeding 1.5 Mtr. but not exceeding 3 Mtr	175.000	Sqm	20.70	INR	3622.50	INR Three Thousand Six Hundred & Twenty Two and Paise Fifty Only
12	P & F Open timbering over area including strutting, shoring etc complete (Measurement to be taken of the face are timbered):  Depth exceeding 3 Mtr. but not exceeding 4.5 Mtr	2122.500	Sqm	24.30	INR	51576.75	INR Fifty One Thousand Five Hundred & Seventy Six and Paise Seventy Five Only
otal in Figur	res					13378110.44	INR One Crore Thirty Three Lakh Twenty Six Thousand Five Hundred & Thirty Three and Paise Sixty Nine Only
uoted Rate i	in Figures		Select			0.00	INR Zero Only
uoted Rate i	in Words			I	INR Zer	o Only	

अविनाश शर्मा अधिशाषी अभियन्ता–रिंग रोड(प्रथम)