

जयपुर विकास प्राधिकरण, जयपुर

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

क्रमांक / जविप्रा / अधि.अभि.-6 / 2021-22 / डी-529

दिनांक: 03.11.2021

बिड आमंत्रण सूचना

बिड संख्या- ज.वि.प्रा/अधि.अभि.-6/02/2021-22

जयपुर विकास प्राधिकरण, अधिशाषी अभियंता-6 द्वारा (1) जोन-06 क्षेत्र में स्थित लोहामण्डी योजना माचेड़ा में GSB सड़कों का निर्माण डिमोर्केशन एवं कम ऊँचाई की दीवार का कार्य तकमीना राशि रु. 655.25 लाख (UBN No.) के लिए दिनांक 01.12.2021 सायं 6:00 बजे तक ऑनलाईन निविदा आमंत्रित की जाती हैं। निविदा प्रपत्र में उपलब्ध विस्तृत विवरण 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 वेबसाइट www.jda.urban.rajasthan.gov.in पर देखा जा सकता है।

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

1. जयपुर विकास प्राधिकरण की वेबसाइट 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।

Job No. 234/2021-22

अधिशाषी अभियन्ता-6
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. JB-FF-107, Court Building Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004
Telephone: +91-141-2569696, e.mail: SURENDRA.SINGH.JDA@RAJASTHAN.GOV.IN

No:- JDA/EE-6/2021-22/D-529

Dated: 03.11.2021

NOTICE INVITING BID

NIB No. : JDA/EE-6/02/2021-22

Online Bids are invited up-to **6.00 PM of 01.12.2021** for "**Construction of GSB Roads, demarcation and Low height compound wall in Loha Mandi Scheme, Machera, Zone-06 area, JDA, Jaipur.**" estimated cost of Rs. 655.25 Lacs (UBN No.) The last date for applying Bid and making online payment on JDA portal is up to 6.00 PM dated 01.12.2021 Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jaipurjda.org for participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee online only. The Bid Security may be deposited through online or Bank Guarantee.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e- Bid submission.

Job No. 234/2021-22

Executive Engineer-6
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY

Room No. JB-FF-107, Court Building Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004
Telephone: +91-141-2569696, e.mail: SURENDRA.SINGH.JDA@RAJASTHAN.GOV.IN

No:- JDA/EE-6/2021-22/D-529

Dated: 03.11.2021

NOTICE INVITING BID

NIB No. : JDA/EE-6/02/2021-22

Name & Address of the Procuring Entity	➤ Name: Executive Engineer-06, Jaipur Development Authority Address: Room No. MB-FF-102 Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 ➤ Email:- Sunilvyas06@RAJASTHAN.GOV.IN
Subject Matter of Procurement	"Construction of GSB Roads, demarcation and Low height compound wall in Loha Mandi Scheme, Machera, Zone-06 area, JDA, Jaipur. " Job No. 234/2021-22
Bid Procedure	➤ Two Stage tender (eg. Two -stage (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 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 Deposit online only and The Bid Security may be deposited through online or Bank Guarantee. ➤ 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 655.25 Lacs (Rupees Six Crore Fifty Five Lacs Twenty five Thousand only)
Bid Security Deposit	➤ All the eligible contractors should be submit Bid Security declaration on non-judicial stamp of Rs. 50/- as per office order issued by Finance Department (GF&AR) GoR dated 23.12.2020 (Declaration form attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid. ➤ Eligibility – Bidder who is “AA” class contractor registered in other Government Department and Bidder registered as contractor “AA” in JDA.
Pre-Bid	➤ N/A ➤ Last date of submitting clarifications requests by the bidder <date and time> addressed to the procurement entity at <Address of procurement entity>
Start/End Date for Bid Applying, Online Payment and Bid Submission	➤ Start Date: 08.11.2021 at 9.30 AM onwards ➤ End Date: 01.12.2021 at 6.00 PM
Date/Time/Place of Technical Bid Opening	➤ 02.12.2021 at 11:30 AM ➤ Room No. MB-FF-116 Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
Date/Time/Place of Financial Bid Opening	➤ After evaluation of technical bid successful bidders shall be informed on e-proc portal SE-VIII –Room no.- MB-FF-116, Jda, Jaipur

Bid Validity	➤ 120 days from the bid submission deadline
Time Period	➤ 6 Months
*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.	
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, Ncode 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 eProc website for further details about the e-Tendering process. 6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact 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-6
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.jaipurjda.org.

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

- 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 per **Annexure-4**. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jaipurjda.org under [eServices](#)>>JDA Tender

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID **(POTENTIAL ASSESSMENT)**

FOR

Name of Work : Construction of GSB Roads, demarcation and Low height compound wall in Loha Mandi Scheme, Machera, Zone-06 area, JDA, Jaipur

Period of Sale	08.11.2021 To 01.12.2021 upto 6.00 PM
Estimated cost	INR 655.25 Lacs
Date of receipt of the bid From	08.11.2021 To 01.12.2021 upto 6.00 PM
Date of opening of JDA,	02.12.2021 at 11.30 AM in the chamber of S.E. VIII
Technical bid	Jaipur
Cost of Bid fees	Rs 1000.00 in favour of Secretary, JDA, Jaipur
	(ONLINE)
Cost of Processing fees	Rs 1000.00 in favour of MD RISL, Jaipur
	(ONLINE)
Completion Period	06 months

NAME OF AGENCY M/S --

EXECUTIVE ENGINEER-06
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

GENERAL DETAILS OF BID

1.	NIB No.	EE-06/02/2021-22
2.	Name of the work	Construction of GSB Roads, demarcation and Low height compound wall in Loha Mandi Scheme, Machera, Zone-06 area, JDA, Jaipur.
3.	Estimated Cost	Rs. 655.25 Lacs
4.	Cost of the Bid Document& processing fee	Rs.1000.00 in Favour of Secretary JDA, Jaipur & Rs. 1000.00 in favour MD RISL, Jaipur through ONLINE.
5.	Earnest Money	All the eligible contractors should submit Bid Security declaration on non-judicial stamp of Rs. 50/- as per office order issued by Finance Department (GF&AR) GoR dated 23.12.2020 (Declaration form attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid. Eligibility – Bidder who is “AA” class contractor registered in other Government Department and Bidder registered as contractor “AA” in JDA
6.	Completion Period	06 Months.
7.	Sales of Bid	08.11.2021 To 01.12.2021 upto 6.00 PM
8.	Date of submission of the Bid	08.11.2021 To 01.12.2021 upto 6.00 PM
9.	Date of opening of Technical Bid	02.12.2021 AT 11.30 AM in chamber of SE-VIII JDA, Jaipur
10.	Date/Time/Place of Financial bid opening	After evaluation of technical bid successful bidders shall be informed on e-proc portal SE-VIII –Room no.- MB-FF-116,Jda,Jaipur
10.	DD Submission date & Time	Payment will be made through ONLINE
11.	Bid Document issued to	M/s -----
12.	Bid cost deposit	Receipt No. ----- Dated -----

EXECUTIVE ENGINEER (ZONE-06)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

Name of Work:- Construction of GSB Roads, demarcation and Low height compound wall in Loha Mandi Scheme, Machera, Zone-06 area, JDA, Jaipur.

1. NIB No. : EE-06/02/2021-22
2. Estimated cost : Rs. 655.25 Lacs
3. Cost of the Bid document : Rs. 1000.00 (In favour of Secretary, JDA, Jaipur.) & processing fee Rs. 1000.00 in favour MD RISL, Jaipur
4. Earnest Money : All the eligible contractors should submit Bid Security declaration on non-judicial stamp of Rs. 50/- as per office order issued by Finance Department (GF&AR) GoR dated 23.12.2020 (Declaration form attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid.
Eligibility – Bidder who is “AA” class contractor registered in other Government Department and Bidder registered as contractor “AA” in JDA.
5. Sale of Bid document : **08.11.2021 To 01.12.2021 upto 6.00 PM**
6. Date & Time of submission of Bid : **08.11.2021 To 01.12.2021 upto 6.00 PM**
7. Date & Time of opening of Technical Bid : **02.12.2021 at 11.30 AM**
8. Date/Time/Place of Financial bid opening : After evaluation of technical bid successful bidders shall be informed on e-proc portal SE-VIII –Room no.- MB-FF-116,Jda,Jaipur
9. Completion period of work : Six (06) Months
10. DD Submission Date & Time (Payment will be made through ONLINE)

SCHEDULE – A: INFORMATION USEFUL FOR THE BIDDERS:

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

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

The drawing may be seen in office of the undersigned.

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

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard & or the standards laid down in the detailed specification of the Public by the bidder qualified personnel as required under the bidder enlistment rules duly approved by the Deptt. Shall have to be engaged at site by the Bidder. The deptt. reserves the right to engage such staff and recover the expenses from the bidder on such account in case of his failure to do so.

SCHEDULE – E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the bidder shall be deposited 15 days in advance with the Engineer In charge and be got approval by him before use.

SCHEDULE - F: TIME OF COMPLETION:

The work should start within 10 days of issue of work order and complete within time limits.

SCHEDULE – G: BOQ IS ATTACHED SEPARATELY BASED ON JDA BSR 2016 (BUILDING/ROAD).

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 08.11.2021 to 01.12.2021 up to 6.00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. All the eligible contractors should submit Bid security declaration on non-judicial stamp of Rs-50/- as per office order issued by finance department (GF&AR) GoR dated 23.12.2020. (Declaration form attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid.

**Signature of the Bidder
With full Address**

**Executive Engineer-06
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 rate 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 an audit technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less than that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
5. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Wherever any claim against the bidder 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 bidder, In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
7. The rate quoted by the bidder shall remain valid for a period of 4 (Four) months from the date of opening of the bids.
8. By submission of this Bid the bidder agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
9. No conditions are to be added by the bidder and conditional Bid is liable to be rejected.
10. All transaction in this 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. 8 or mutually extended prior or makes modifications in the rate, terms and conditions of the Bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a Bid does not execute the agreement or start the

- work or does not complete the work and the work has to be put to rebidding he will 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, Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
 13. The bidder shall arrange his own Storage tanks up to 10 tones capacity for strong bulk bitumen. Wherever supplied by the department.
 14. Rules regarding enlistment of bidder provide that work up to the times limit for which they are qualified for Bidding can be allotted to them, Therefore, before bidders the bidder will keep this in mind, and submit the details of the work. Bid with incomplete or incorrect information are liable to be rejected.
 15. Any material not conforming to the specifications collected at site have to be removed by the bidder within a period of 3 days of the instruction, 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 bidder after expiry of 3 days period's
 16. The material collected at site and paid provisionally shall remain under 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 and royalty
 18. For paver work at least 3 road rollers shall be simultaneously deployed.
 19. Bitumen for tack coat or any other purposes shall be applied only 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 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 etc."
 24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more as per office order of Dir. Engg.(I) No. D-29 dated 11.03.2016 shall be applicable.
 25. The Bidder 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. 5000.00 per day will be imposed.
 29. All the provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions 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.

30. नगरीय विकास एवं आवासन विभाग के आदेश क्रमांक प-1(24)नवि/1/2020 लूज जयपुर, दिनांक 20.09.2021 के निर्देशानुसार "निविदाओं में संवेदकों द्वारा बी.एस.आर दर से कम दर डालने पर अन्तर राशि (At Par की दर से जितनी कम है) वर्क परफोरमेन्स गारन्टी के रूप में कार्य प्रारंभ करने से पूर्व ली जायेगी तथा इसे कार्य के सन्तोषजनक रूप से पूर्ण होने के पश्चात दोष निवारण अवधि में कार्य की स्थिति संतोषजनक पाये जाने पर दोष निवारण अवधि उपरांत वापस लौटा दिया जायेगा। न्यूनतम दरदाता की बोली नियमानुसार स्वीकृत कर Letter of acceptance (LoA) जारी किया जावेगा एवं बी एस आर दर से कम दर की अन्तर राशि की BG/FDR/NSC प्रस्तुत करने हेतु 14 दिवस का समय दिया जायेगा। अन्तर राशि जमा नहीं कराने पर BID Security की राशि नियमानुसार जब्त कर ली जावे। यदि संवेदक वर्क परफोरमेन्स गारन्टी राशि जमा कराने के पश्चात कार्य सन्तोषजनक रूप से पूर्ण नहीं करता है अथवा दोष निवारण अवधि में कार्य में खराबी होती है, तो उसकी वर्क परफोरमेन्स गारन्टी की राशि जब्त कर ली जायेगी। एवं अनुबन्धानुसार अन्य कार्यवाही भी संपादित की जावे" (आदेश प्रति संलग्न)।

Signature of Bidder
With full Address

Executive Engineer-06
JDA, Jaipur.

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

1. ROAD WORKS

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.

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.

The word "Road Works" means all new Road Works construction, strengthening and renewal works.

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.

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.

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.

(a) The routine maintenance activities and their periodicity as per JDA Office order no: IDA/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

Hence as per above table the Defect Liability Period (DLP) remains 5 years for this work for all items.

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 desalting 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

Inspection of works during Defect Liability Period

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 particular attention on those road sections, which are likely to be damaged during rainy season.

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.

Conditions regarding Security Deposit

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.

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:-

- At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.
- Similarly for all new works, these components should be calculated at the time of TS itself, which 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.

Force Majeure

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

**Signature of Bidder
with full address :**

**Executive Engineer-06
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

ADDITIONAL SPECIAL CONDITION:-

1. The DLP conditions of this work shall be applicable as per order no.-JDA/EE/TA to DE-I /2016/ D-29 dated 11.03.2016.
2. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
3. The agency shall make available all testing equipment required at plant and site along with technicians.
4. In case some agency stands as L1 in more than one work and the rate is considered to be reasonable then while computing the bid capacity the value of work (choice of work will be given by agency) will be included as liability on the part of agency for the purpose of evaluating bid capacity for the other work.
5. Third party supervision of QC shall be followed in the works.
6. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
7. Agency to take levels of road jointly with site staff of the Engineer In Charge before execution of the work at his own cost and get the final levels approved from Engineer In Charge before execution.
8. Agency shall arrange video graphing and photography the road prior to start of work, during execution of work and after completion of the work at his own cost and submitted to JDA.
9. Cement shall be OPC - 43 Grade as per relevant IS Code.
10. The RMC shall be procured either from such plants established by cement manufacture like ACC, J.K. Ultra Tech etc. or self established computerized RMC plant of minimum capacity of 30 cum/hour at agency's location.
11. Admixtures/plasticizers shall be of Fosroc/Sika make or equivalent or as approved by the Engineer in charge.
12. As per the decision in 183rd meeting of executive committee held on 23.09.2013 the following condition will be included in the format of each and every Bank Guarantee to be received.
“The amount covered under the above Bank Guarantee shall automatically be credited in the accounts of JDA in ICICI Bank, JDA, and Campus through IFSC Code No. Bank Account No. on the date of expiry date or produce NOC from JDA in written for its release.”

**Signature of bidder with
Full address and E-Mail.**

**Executive Engineer-06
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 five 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 to Executive Engineer Zone 06 JDA Jaipur for procurement of **Construction of GSB Roads, demarcation and Low height compound wall in Loha Mandi Scheme, Machera, Zone-06 area, JDA, Jaipur** in response to their Notice inviting Bids No EE 06/02 Dated I/we hereby

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 five 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 Redressed 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 UDH.

Govt. of Rajasthan

(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 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) 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) Form 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.

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 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 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.

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

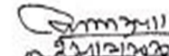
क्रमांक : एफ.2(1)वित्त/जीएण्डटी-एसपीएफसी/2017 जयपुर, दिनांक : 23.12.2020

परिपत्र

वित्त विभाग की अधिसूचना क्रमांक एफ. 2(1)वित्त/जीएण्डटी - एसपीएफसी/ 2017 दिनांक 18.12.2020 द्वारा आरटीपीपी नियम, 2013 के नियम 42(2) में संशोधन करते हुए आमंत्रित की जाने वाली आगामी बोलियों के संदर्भ में दिनांक 31.12.2021 तक बिड सिक्यूरिटी राशि प्राप्त नहीं करने एवं इसके स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का प्रावधान किया गया है।

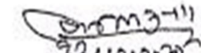
चूंकि उक्त नियमों में बिड सिक्यूरिटी राशि के स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का नवीन प्रावधान किया गया है। अतः समस्त उपापन संस्थाओं के उपयोगार्थ बिड सिक्यूरिटी के संबंध में लिए जाने वाले घोषणा पत्र (Declaration) का मानक प्रारूप संलग्न प्रेषित है। राजस्थान स्टाम्प अधिनियम, 1998 की धारा 3 संपठित अनुसूची के अनुच्छेद 4 के अनुसार घोषणा पत्र (Declaration) पर 50/- रुपये स्टाम्प ड्यूटी देय है तथा इस स्टाम्प ड्यूटी की राशि पर नियमानुसार 30 प्रतिशत सरचार्ज देय है। अतः समस्त उपापन संस्थाओं को निर्देशित किया जाता है कि बिड सिक्यूरिटी के संबंध में प्रस्तुत किए जाने वाले घोषणा पत्र (Declaration) पर उक्तानुसार राजस्थान राज्य में स्टाम्प ड्यूटी एवं सरचार्ज का भुगतान सुनिश्चित करावें।

संलग्न- उपरोक्तानुसार


(विमल कुमार गुप्ता)
संयुक्त शासन सचिव

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. सचिव, राज्यपाल/प्रमुख सचिव, मुख्यमंत्री/विशेष सहायक समस्त मंत्रीगण/राज्य मंत्रीगण।
2. उप सचिव, मुख्य सचिव/निजी सचिव, समस्त अति. मुख्य सचिव/प्रमुख शासन सचिव/ शासन सचिव/विशेष शासन सचिव।
3. सचिव, राजस्थान विधानसभा, राजस्थान, जयपुर।
4. सचिव, लोकयुक्त सचिवालय, राजस्थान, जयपुर।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर।
6. रजिस्ट्रार, राजस्थान उच्च न्यायालय जोधपुर/जयपुर।
7. प्रधान महालेखाकार ए एण्ड ई राजस्थान जयपुर।
8. प्रधान महालेखाकार ऑडिट राजस्थान जयपुर।
9. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
11. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर।
12. समस्त वित्तीय सलाहकार/मुख्य लेखाधिकारी।
13. समस्त कोषाधिकारी।
14. समस्त उपापन संस्थाएं।
15. तकनीकी निर्देशक वित्त विभाग को भेजकर लेख है परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावें।
16. रक्षित पत्रावली।


23/12/2020
संयुक्त शासन सचिव

Form of Bid-Securing Declaration

Date :

Bid No. :

Alternative No. :

To :

We, the undersigned, 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 undertaken 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 :-----

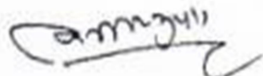
In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on day of

Corporate Seal -----

[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.]





राजस्थान सरकार
नगरीय विकास एवं आवासन विभाग

क्रमांक:- प.01(24)नविवि/1/2020 लूज

जयपुर, दिनांक:- 20 SEP 2021

आदेश

नगरीय विकास एवं आवासन विभाग के अर्न्तगत विभिन्न विकास कार्यों की निविदाओं में संवेदकों द्वारा बी.एस.आर. दर से कम दर डालने पर अन्तर राशि (AT PAR की दर से जितनी कम है) बर्क परफोरमेंस गारन्टी के रूप में कार्य प्रारम्भ करने से पूर्व ली जाएगी तथा इसे कार्य के सन्तोषजनक रूप से पूर्ण होने के पश्चात दोष निवारण अवधि में कार्य की स्थिति सन्तोषजनक पाए जाने पर, दोषनिवारण अवधि उपरान्त वापस लौटा दिया जावेगा। न्यूनतम दरदाता की बोली नियमानुसार स्वीकृत कर Letter of acceptance (LOA) जारी किया जावेगा एवं बी.एस.आर. दर से कम दर की अन्तर राशि की BG/FDR/NSC प्रस्तुत करने हेतु 14 दिवस का समय दिया जायेगा। अन्तर राशि जमा नहीं कराने पर BID SECURITY की राशि नियमानुसार जब्त कर ली जावे। यदि संवेदक बर्क परफोरमेंस गारन्टी राशि जमा कराने के पश्चात कार्य सन्तोषजनक रूप से पूर्ण नहीं करता है अथवा दोष निवारण अवधि में कार्य में खराबी होती है तो उसकी बर्क परफोरमेंस गारन्टी की राशि जब्त कर ली जावे एवं अनुबन्धानुसार अन्य कार्यवाही भी संपादित की जावे। यह आदेश तुरन्त प्रभाव से लागू किये जाते हैं। यह आदेश उन सभी निविदाओं पर लागू होगा जो कि भविष्य में जारी होगी तथा ये निविदाएं जो इस आदेश के जारी होने की दिनांक तक अप्राप्त हैं, इस सम्बन्ध में निविदा दरतावेजों में आवश्यक संशोधन तुरन्त संबन्धित उपापन अधिकारी द्वारा किया जावे एवं नवीन सभी निविदाओं में उक्त शर्तों का समावेश किया जाना सुनिश्चित किया जावे।

यह आदेश सक्षम स्तर से अनुमोदित है।

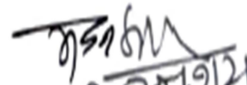

(कुन्जीलाल मीना)
प्रमुख शासन सचिव
नगरीय विकास विभाग



राजस्थान सरकार नगरीय विकास एवं आवासन विभाग

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. विशिष्ट सहायक, माननीय मंत्री महोदय नगरीय विकास एवं आवासन विभाग, राजस्थान जयपुर।
2. निजी सचिव, आयुक्त, राजस्थान आवासन मण्डल, जयपुर।
3. निजी सचिव, शासन सचिव स्वायत्त शासन विभाग, राजस्थान जयपुर
4. निजी सचिव, निदेशक, स्थानीय निकाय विभाग, जयपुर।
5. वरिष्ठ उपशासन सचिव, नगरीय विकास विभाग को प्रेषित कर लेख है कि इस आदेश को नगरीय विकास विभाग की वेबसाइट पर अपलोड करावें।
6. सचिव, विकास प्राधिकरण, जयपुर/जोधपुर/अजमेर।
7. सचिव, नगर विकास न्यास, अलवर, आबू, बाडमेर, भरतपुर, बीकानेर, भीलवाड़ा, चित्तौड़गढ़, जैसलमेर, पाली, कोटा, उदयपुर, सीकर, श्रीगंगानगर एवं सवाईमाधोपुर।
8. रक्षित पत्रावली।


मुख्य अभियन्ता (मुख्यालय)
नगरीय विकास विभाग

JAIPUR DEVELOPMENT AUTHORITY JAIPUR
SPECIAL CONDITONS OF CONTRACTOF POST QUALIFICATION BIDDERS

Name of Work: Construction of GSB Roads, demarcation and Low height compound wall in Loha Mandi Scheme, Machera, Zone-06 area, 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.

Procedure:

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

- (a) Tender documents shall be submitted on line e-procurement website [http:// www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) with their digital signature. The bid is to be submitted in 2 covers which shall comprise of –

Cover-1 The Technical Bid will be opened only of those bidders whose proper Bid document & processing fees will be cleared by the ONLINE payment system

Cover-2 Complete Tender Document along with addendums / amendments issued and uploaded by the department on the above website tender form and schedules for Potential assessment bid and scanned copies of supporting Documents as required for qualification as detailed herein after.

- (b) The Technical Bid will be opened only of those bidders whose proper Bid document Fees & processing fees will be cleared by the ONLINE paymentsystem. GST Registration and copy of registration of contractor in required category are found to be order. The earnest money will be accepted only in form of ONLINE payment system in the name of Secretary, JDA, Jaipur & Processing fee in favour MD RISL, Jaipur. Contractor should submit Bid security declaration on Non-Judicial stamp of Rs. 50/- as per office order issued by finance department (GF & AR) Gor dated 23.12.2020
- (c) The Technical bid would be opened on **02.12.2021 at 11.30 AM** in the Chamber of S.E-VIII, JDA, Jaipur
- (d) The Financial Bid Envelope would be opened only of those bidders who will fulfill 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	Earth work	110290.00 Cum
2	GSB/ WBM/WMM	7425.00 Cum
3	RR Stone masonry	1347.00 Cum

Note :-

- (i) **The Bidder should enclose the certificate having quantities Financial year wise otherwise 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 Govt. of India, State Govts., Union Territory, Govt. Undertakings, Autonomous Bodies shall only be considered.**

- (b) The bidder should have completed at least one work of similar nature of work in last Five Financial years (including current year, if opted by the bidder) of the value not less than 33.33% (Rs.218.42 lacs) of the cost of the work (bid cost) 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 33.33% (Rs. 218.42 Lacs) of the Estimated cost of work (bid cost) in any one of the last Five financial year 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. The current year in the above said five years assessment period.

N = Number of year prescribed for completion of the work for Which bids are invited. In present case the value of N is 0.50

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 : -Bidders should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The max value (updated at the present price level) of Disputed Amount claimed in Litigation/Arbitration resulting from contracts executed in last five years 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	(2021-22)	1.00
(b)	For last year	(2020-21)	1.00
(c)	For one year before	(2019-20)	1.10
(d)	For two year before	(2018-19)	1.21
(e)	For three year before	(2017-18)	1.33
(f)	For four year before	(2016-17)	1.46

3. Documentation:

The bidder should furnish the following document along with the Technical Bid:

- (a) Information regarding financial resources and capability in Schedule –I.
- (b) Information regarding works executed in the last five years in Schedule–II
- (c) Certificates from the concerned Engineer–In–Charge in support and verification of the information furnished in Schedule–II
- (d) Affidavit regarding machinery and equipments required for deployment, as detailed scheduled – III.
- (e) Information regarding details of maximum value of civil engineering works executed in any one year during the last five years taken into account the completed as well as work in progress in schedule – IV.
- (f) Information regarding existing commitment and ongoing works to be completed in schedule – V.
- (g) Information regarding details of litigation or arbitration contracts to be furnished in schedule VI.
- (h) Calculation Bid capacity as per schedule VII
- (i) 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.
Ascend affidavit of bidder in required are found in order with technical 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 the paging of all enclosure of bid document.

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 declaration form & GST clearance 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.

EXECUTIVE ENGINEER-06
JAIPUR DEVELOPMENT AUTHORITY
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:

	Year	Turnover
(1)	2020-2021	
(2)	2019-2020	
(3)	2018-2019	
(4)	2017-2018	
(5)	2016-2017	

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 bidder ever been debarred from Biding for Central Government / any 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 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

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

(If bidder submit the document self attested, then self declaration is also to be give as per enclosed performa 'E')

Schedule – III

[Reference Clause 3(d)]

AFFIDAVIT

I/We..... Proprietor/ Partner/ Authorized
signatory of M/s undertake the oath 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
1	Vibratory Roller / Tandem Roller (Owned/lease)	1 No.	
2	Soil compactor (Owned/lease)	1 No.	
3	Static Roller (Owned/lease)	1 No.	
4	J. C.B/ (Owned or lease)	4 No	
5	Grader (Owned or lease)	1 No	
6	Tractor/ Truck / Dumper/ Tipper (Owned or lease)	12 No	
7	Concrete mixer (Owned or lease)	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 – II

[Reference clause 3(b)]

Details of Quantities of work executed of Similar Nature work during last Five financial years

S. No.	Name of Works (with agreement No. & Date)	Client	Place (District/State)	Financial Year	Principal items of work				Page No. where certified copies enclosed
					Earth work	GSB/ WBM/WMM	Bituminous work by paver	Control CC	
1									
2									
3									
4									
5									

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

Signature of Bidder

Note: Certificates from the concerned Engineers-in-charge should be enclosed in support and verification of the above statement.

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. Where Certified Copies enclosed

Signature of Bidder

SCHEDULE – V

[Reference Clause 3(F)]

DETAILS OF EXISTING COMMITMENTS & ONGOING 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. Where Certified Copies enclosed

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 i.e. 6 months.	0.50	
3.	B = Value at present price level of existing Commitments and ongoing works to be Completed during the next 6 months.	_____Lacs	Certified details enclosed at Page No. _____

Bid Capacity = (A x N x 3 – B)
= _____Lacs

Signature of Bidder

ANNEXURE- I

(Reference clause 3 (i))

To be given on Non-Judicial stamp

Paper of Rs. 50/- only, duly attested by Notary Public/Self attested

(If bidder submit the document self attested, then self declaration is also to be give as per enclosed Performa 'E')

AFFIDAVIT

I/We..... Proprietor/ Partner/ Authorized
signatory of M/s under take the oath that the
information furnished by me/us in schedule I to VII of the assessment Bid for.

.....Is correct to the best
of my/our knowledge. If any information is found to be incorrect JDA has right to reject
the Bid and to take action against me/us as per rules.

.....

Proprietor/ Partner/ Authorized signatory

M/s

.....

स्व-घोषणा

आवेदक की
हस्ताक्षरशुदा
फोटा

मैं पुत्र/पत्नी/पुत्री श्री
उम्र वर्ष, निवासी
.....

..... जिला राजस्थान घोषणा करता/करती हूँ कि आवेदन पत्र में वर्णित समस्त सूचनाएँ एवं संलग्न समस्त दस्तावेज मेरी निजी जानकारी और विश्वास में सही एवं दुरुस्त है। तथा इसमें कुद भी छिपाया नहीं गया है। मुझे इस बात का ज्ञान है कि मेरे द्वारा दी गई जानकारी भविष्य में झूठी/असत्य पाये जाने पर मैं स्वयं जिम्मेदार रहूंगा एवं मुझे इसके लिए विधि अनुसार दण्ड का सामना करना पड़ेगा तथा जो भी लाभ मेरे द्वारा प्राप्त किये गये हैं उन्हें पूर्ण रूप से वापिस ले लिया जावेगा।

दिनांक :

स्थान :

आवेदक के हस्ताक्षर



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

FINANCIAL BID

(POTENTIAL ASSESSMENT)

Envelope – 2

FOR

NAME OF WORK : Construction of GSB Roads, demarcation and Low height compound wall in Loha Mandi Scheme, Machera, Zone-06 area, JDA, Jaipur.

Period of Download : **08.11.2021 To 01.12.2021 upto 6.00 PM**
Estimated cost : **INR 655.25 Lacs**
Period of Upload : **08.11.2021 To 01.12.2021 upto 6.00 PM**

Date of submission of BidDocument Cost, : **Payment should be made through online**
processing fees & EMD

Date of opening of technical bid : **02.12.2021 at 11:30 AM (in the chamber of S.E. VIII JDA,Jaipur.**

Cost of Bid : **Rs. 1000.00 (in favour of Secretary, JDA payable at Jaipur.) ONLINE**

Bid processing Fee : **1000.00 (in favour of MD RISL payable at Jaipur. ONLINE**

Completion Period of Works : **06 Months**

Name of Agency M/s : -----

**Executive Engineer-06
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of Work: - Construction of GSB Roads, demarcation and Low height compound wall in Loha Mandi Scheme, Machera, Zone-06 area, JDA, Jaipur.

1.	NIB No.	:	NIB-6/02/ 2021-22
2.	Estimated cost	:	Rs. 655.25 Lacs
3.	Cost of the Bid document	:	Rs. 1000.00 (In favour of Secretary, JDA, Jaipur) ONLINE
4.	Bid Processing Fees	:	Rs. 1000.00 (In Favour of M.D. RISL, Jaipur.) ONLINE
5.	Earnest Money (In favour of Secretary, JDA, Jaipur.)	:	All the eligible contractors should submit Bid Security declaration on non-judicial stamp of Rs. 50/- as per office order issued by Finance Department (GF&AR) GoR dated 23.12.2020 (Declaration form attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid. Eligibility – Bidder who is “AA” class contract registered in other Government Department and Bidd registered as contractor “AA” in JDA.
6.	Download of Bid document	:	08.11.2021 To 01.12.2021 upto 6.00 PM
7.	Upload the Bid Document	:	08.11.2021 To 01.12.2021 upto 6.00 PM
8.	Date of submission of Bid cost, Processing fees& EMD	:	Payment will be made through ONLINE
9.	Date of opening of Bid/Technical Bid	:	02.12.2021 at 11:30 AM in chamber of SE-VIII, JDA, Jaipur.
10	Date/Time/Place of Financial bid opening	:	After evaluation of technical bid successful bidders shall be informed on e-proc portal SE-VIII –Room no.- MB-FF-116,Jda,Jaipur
11	Completion period of work	:	6 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 lead, lift etc for the material in his item rate/percentage to be quoted on the rates give in the Schedule ‘G’. The work shall be carried out in accordance with the Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer-In-Charge of the work.

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

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

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

List of the drawing to be supplied by the bidder NIL. But the bidder shall have to arrange at his own cost drawings required for the work after deposition necessary cost with JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

The testing 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 duly approved by JDA shall have to be engaged at site by the bidder at his cost. The JDA reserves the right to engage such staff and recover the expenses from the bidder on such account in case of his failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the bidder shall be deposited 15 days in advance with the Engineer In charge and be got approval by him before use.

SCHEDULE - F: TIME OF COMPLETION:

The work should start within _____10_____ days of issue of work order and complete within time limit.

SCHEDULE - G: BOQ IS ATTACHED SEPARATELY BASED ON JDA BSR 2016 (BUILDING/ROAD)**SCHEDULE - H: SPECIAL CONDITION:**

Attached Separately.

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

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

Bid processing fees is payable in favour of M.D. R.I.S.L. & Cost Bid documents is payable in favour of Secretary, JDA, Jaipur. Bidders have to pay bid processing fees, cost of bid document through ONLINE.

**Signature of the Bidder
With full Address**

**Executive Engineer-06
JDA, Jaipur.**

SPECIAL CONDITIONS

SCHEDULE 'H'

1. 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.
2. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
3. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
4. The JDA shall have right to cause an audit technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less than that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
5. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Wherever any claim against the bidder 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 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 be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
7. The rate quoted by the bidder shall remain valid for a period of 4 (Four) months from the date of opening of the bids.
8. By submission of this Bid the bidder agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
9. No conditions are to be added by the bidder and conditional Bid is liable to be rejected.
10. All transaction in this 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. 8 or mutually extended prior or makes modifications in the rate, terms and conditions of the Bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a Bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rest Bidding he will 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, Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
13. The bidder shall arrange his own Storage tanks up to 10 tones capacity for strong bulk bitumen. Wherever supplied by the department.
14. Rules regarding enlistment of bidder provide that work up to the times limit for which they are qualified for Biding can be allotted to them, therefore, before bidders the bidder will keep this in mind, and submit the details of the work. Bid with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site have to be removed by the bidder within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the bidder after expiry of 3 days period's
16. The material collected at site and paid provisionally shall remain under 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 and royalty
18. For paver work at lest 3 road rollers shall be simultaneously deployed.
19. 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 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 etc."
24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more as per office order of Dir. Engg.(I) No. D-29 dated 11.03.2016 shall be applicable.
25. The Bidder 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 Biding 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. 5000.00 per day will be imposed.
- 29 All the provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions 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.

30. नगरीय विकास एवं आवासन विभाग के आदेश क्रमांक प-1(24)नविवि/1/2020 लूज जयपुर, दिनांक 20.09.2021 के निर्देशानुसार "निविदाओं में संवेदकों द्वारा बी.एस.आर दर से कम दर डालने पर अन्तर राशि (**At Par** की दर से जितनी कम है) वर्क परफोरमेन्स गारन्टी के रूप में कार्य प्रारंभ करने से पूर्व ली जायेगी तथा इसे कार्य के सन्तोषजनक रूप से पूर्ण होने के पश्चात दोष निवारण अवधि में कार्य की स्थिति संतोषजनक पाये जाने पर दोष निवारण अवधि उपरांत वापस लौटा दिया जायेगा। न्यूनतम दरदाता की बोली नियमानुसार स्वीकृत कर **Letter of acceptance (LoA)** जारी किया जावेगा एवं बी एस आर दर से कम दर की अन्तर राशि की **BG/FDR/NSC** प्रस्तुत करने हेतु 14 दिवस का समय दिया जायेगा। अन्तर राशि जमा नहीं कराने पर **BID Security** की राशि नियमानुसार जब्त कर ली जावे। यदि संवेदक वर्क परफोरमेन्स गारन्टी राशि जमा कराने के पश्चात कार्य सन्तोषजनक रूप से पूर्ण नहीं करता है अथवा दोष निवारण अवधि में कार्य में खराबी होती है, तो उसकी वर्क परफोरमेन्स गारन्टी की राशि जब्त कर ली जायेगी। एवं अनुबन्धानुसार अन्य कार्यवाही भी संपादित की जावे" (आदेश प्रति संलग्न)।

Signature of Bidder
with full address & Mobile No.

Executive Engineer-06
JDA, Jaipur

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

1. ROAD WORKS

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.

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.

The word "Road Works" means all new Road Works construction, strengthening and renewal works.

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.

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.

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.

(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

Hence as per above table the Defect Liability Period (DLP) remains 5 years for this work for all items.

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

Inspection of works during Defect Liability Period

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.

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.

Conditions regarding Security Deposit

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.

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.

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-06
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

ADDITIONAL SPECIAL CONDITION:-

1. The DLP conditions office work shall be applicable as per JDA office order no. JDA/EE(TA to DE-II)2016/D-29 dated 11.03.2016
2. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
3. The agency shall make available all testing equipment required at plant and site along with technicians.
4. In case some agency stands as L1 in more than one work and the rate is considered to be reasonable then while computing the bid capacity the value of work (choice of work will be given by agency) will be included as liability on the part of agency for the purpose of evaluating bid capacity for the other work.
5. Third party supervision of QC shall be followed in the works.
6. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
7. Agency to take levels of road jointly with site staff of the Engineer In Charge before execution of the work at his own cost and get the final levels approved from Engineer In Charge before execution.
8. Agency shall arrange video graphing and photography the road prior to start of work, during execution of work and after completion of the work at his own cost and submitted to JDA.
9. Cement shall be OPC - 43 Grade as per relevant IS Code.
10. The RMC shall be procured either from such plants established by cement manufacture like ACC, J.K. Ultra Tech etc. or self established computerized RMC plant of minimum capacity of 30 cum /pr hr at agency's location.
11. Ad mixtures/ plasticizers shall be of Fosroc/Sika make or equivalent or as approved by the Engineer in charge.
12. As per the decision in 183rd meeting of executive committee held on 23.09.2013 the following condition will be included in the format of each and every Bank Guarantee to be received.

“The amount covered under the above Bank Guarantee shall automatically be credited in the accounts of JDA in ICICI Bank, JDA, and Campus through IFSC Code No..... Bank Account No.on the date of expiry date or produce NOC from JDA in written for its release.”

**Signature of bidder with
Full address and E-Mail.**

**Executive Engineer-06
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 five 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 to Executive Engineer Zone 06 JDA Jaipur for procurement of **Construction of GSB Roads, demarcation and Low height compound wall in Loha Mandi Scheme, Machera, Zone-06 area, JDA, Jaipur** in response to their Notice inviting Bids No EE 06/02 Dated I/we hereby 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 five 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 Redressed 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 UDH. Govt. of Rajasthan

(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 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) 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) Form 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.

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 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 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.

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

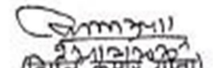
क्रमांक : एफ.2(1)वित्त/जीएण्डटी-एसपीएफसी/2017 जयपुर, दिनांक : 23.12.2020

परिपत्र

वित्त विभाग की अधिसूचना क्रमांक एफ. 2(1)वित्त/जीएण्डटी - एसपीएफसी/2017 दिनांक 18.12.2020 द्वारा आरटीपीपी नियम, 2013 के नियम 42(2) में संशोधन करते हुए आमंत्रित की जाने वाली आगामी बोलियों के संदर्भ में दिनांक 31.12.2021 तक बिड सिक्यूरिटी राशि प्राप्त नहीं करने एवं इसके स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का प्रावधान किया गया है।

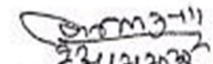
चूंकि उक्त नियमों में बिड सिक्यूरिटी राशि के स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का नवीन प्रावधान किया गया है। अतः समस्त उपापन संस्थाओं के उपयोगार्थ बिड सिक्यूरिटी के संबंध में लिए जाने वाले घोषणा पत्र (Declaration) का मानक प्रारूप संलग्न प्रेषित है। राजस्थान स्टाम्प अधिनियम, 1998 की धारा 3 संपठित अनुसूची के अनुच्छेद 4 के अनुसार घोषणा पत्र (Declaration) पर 50/- रुपये स्टाम्प ड्यूटी देय है तथा इस स्टाम्प ड्यूटी की राशि पर नियमानुसार 30 प्रतिशत सरचार्ज देय है। अतः समस्त उपापन संस्थाओं को निर्देशित किया जाता है कि बिड सिक्यूरिटी के संबंध में प्रस्तुत किए जाने वाले घोषणा पत्र (Declaration) पर उक्तानुसार राजस्थान राज्य में स्टाम्प ड्यूटी एवं सरचार्ज का भुगतान सुनिश्चित करावें।

संलग्न- उपरोक्तानुसार


(विर्मल कुमार गुप्ता)
संयुक्त शासन सचिव

प्रतिलिपि निम्नांकित को सूचना एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. सचिव, राज्यपाल/प्रमुख सचिव, मुख्यमंत्री/विशिष्ट सहायक समस्त मंत्रीगण/राज्य मंत्रीगण।
2. उप सचिव, मुख्य सचिव/निजी सचिव, समस्त अति. मुख्य सचिव/प्रमुख शासन सचिव/ शासन सचिव/विशिष्ट शासन सचिव।
3. सचिव, राजस्थान विधानसभा, राजस्थान, जयपुर।
4. सचिव, लोकसभा सचिवालय, राजस्थान, जयपुर।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर।
6. रजिस्ट्रार, राजस्थान उच्च न्यायालय जोधपुर/जयपुर।
7. प्रधान महालेखाकार ए एण्ड ई राजस्थान जयपुर।
8. प्रधान महालेखाकार ऑडिट राजस्थान जयपुर।
9. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
11. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर।
12. समस्त वित्तीय सहायकार/मुख्य लेखाधिकारी।
13. समस्त कोषाधिकारी।
14. समस्त उपापन संस्थाएं।
15. तकनीकी निदेशक वित्त विभाग को भेजकर लेख है परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावें।
16. रक्षित फ़ाइली।


23/12/2020
संयुक्त शासन सचिव

Form of Bid-Securing Declaration

Date :
Bid No. :
Alternative No. :

To :

We, the undersigned, 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 undertaken 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 : _____

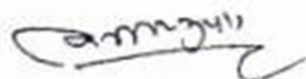
In the capacity of : _____

Duly authorized to sign the bid for and on behalf of :

Dated on day of

Corporate Seal _____

[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.]





राजस्थान सरकार
नगरीय विकास एवं आवासन विभाग

क्रमांक:- प.01(24)नविवि/1/2020 लूज

जयपुर, दिनांक:- 20 SEP 2021

आदेश

नगरीय विकास एवं आवासन विभाग के अर्न्तगत विभिन्न विकास कार्यों की निविदाओं में संवेदकों द्वारा बी.एस.आर. दर से कम दर डालने पर अन्तर राशि (AT PAR की दर से जितनी कम है) बर्क परफोरमेंस गारन्टी के रूप में कार्य प्रारम्भ करने से पूर्व ली जाएगी तथा इसे कार्य के सन्तोषजनक रूप से पूर्ण होने के पश्चात दोष निवारण अवधि में कार्य की स्थिति सन्तोषजनक पाए जाने पर, दोषनिवारण अवधि उपरान्त वापस लौटा दिया जावेगा। न्यूनतम दरदाता की बोली नियमानुसार स्वीकृत कर Letter of acceptance (LOA) जारी किया जावेगा एवं बी.एस.आर. दर से कम दर की अन्तर राशि की BG/FDR/NSC प्रस्तुत करने हेतु 14 दिवस का समय दिया जायेगा। अन्तर राशि जमा नहीं कराने पर BID SECURITY की राशि नियमानुसार जब्त कर ली जावे। यदि संवेदक बर्क परफोरमेंस गारन्टी राशि जमा कराने के पश्चात कार्य सन्तोषजनक रूप से पूर्ण नहीं करता है अथवा दोष निवारण अवधि में कार्य में खराबी होती है तो उसकी बर्क परफोरमेंस गारन्टी की राशि जब्त कर ली जावे एवं अनुबन्धानुसार अन्य कार्यवाही भी संपादित की जावे। यह आदेश तुरन्त प्रभाव से लागू किये जाते हैं। यह आदेश उन सभी निविदाओं पर लागू होगा जो कि भविष्य में जारी होगी तथा ये निविदाएं जो इस आदेश के जारी होने की दिनांक तक अप्राप्त हैं, इस सम्बन्ध में निविदा दस्तावेजों में आवश्यक संशोधन तुरन्त संबन्धित उपापन अधिकारी द्वारा किया जावे एवं नवीन सभी निविदाओं में उक्त शर्तों का समावेश किया जाना सुनिश्चित किया जावे।

यह आदेश सक्षम स्तर से अनुमोदित है।

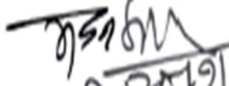

(कुन्जीलाल मीना)
प्रमुख शासन सचिव



राजस्थान सरकार नगरीय विकास एवं आवासन विभाग

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।:-

1. विशिष्ट सहायक, माननीय मंत्री महोदय नगरीय विकास एवं आवासन विभाग, राजस्थान जयपुर।
2. निजी सचिव, आयुक्त, राजस्थान आवासन मण्डल, जयपुर।
3. निजी सचिव, शासन सचिव स्वायत्त शासन विभाग, राजस्थान जयपुर।
4. निजी सचिव, निदेशक, स्थानीय निकाय विभाग, जयपुर।
5. वरिष्ठ उपशासन सचिव, नगरीय विकास विभाग को प्रेषित कर लेख है कि इस आदेश को नगरीय विकास विभाग की वेबसाइट पर अपलोड करावें।
6. सचिव, विकास प्राधिकरण, जयपुर/जोधपुर/अजमेर।
7. सचिव, नगर विकास न्यास, अलवर, आबू, बाडमेर, भरतपुर, बीकानेर, भीलवाड़ा, चित्तौड़गढ़, जैसलमेर, पाली, कोटा, उदयपुर, सीकर, श्रीगंगानगर एवं सवाईमाधोपुर।
8. रक्षित पत्रावली।


मुख्य अभियन्ता (मुख्यालय)
नगरीय विकास विभाग

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work : Construction of GSB Roads, demarcation and low height compound wall in Lohamandi Scheme, Machera, Zone-06, area JDA, Jaipur.

Contract No: EE-6/02/2021-22

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
1.00	Clearing and Grubbing Road Land including uprooting wild vegetation, grass, bushes, shrubs, saplings and trees of girth upto 300 mm, removal of stumps of such trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, upto a lead of 1000 m including removal and disposal of top organic soil not exceeding 150 mm in thickness as per MoRD Specification Clause 201. By Mechanical Means In area of non-thorny jungle	135.040	Hectare	8802.00	1188622.08	INR Eleven Lakh Eighty Eight Thousand Six Hundred & Twenty Two and Paise Eight Only
2.00	Detail survey of site with total station including plane table survey of builtup area showing road level, boundary walls, electric poles, adjacent building / plot details, set back, other existing structures (temporary or permanent), sewer lines & septic tank, main plumbing lines, nalahs or drains water bodies/water logging areas as may be required depending upon the site conditions/ topography of the area including printout on required size paper in three copies & one soft copy of approved media Rate per Hect. For Builtupt area less than 10%	135.040	Per Hect	2880.00	388915.20	INR Three Lakh Eighty Eight Thousand Nine Hundred & Fifteen and Paise Twenty Only
3.10	Supply of JCB (excavator cum loader) Type 3D on hire including POL & driver at different sites as Directed by Engineer in charge.	350.000	Per Hour	745.00	260750.00	INR Two Lakh Sixty Thousand Seven Hundred & Fifty Only
4.00	Supply of Dumpers on hire charges with driver, cleaner and POL different sites of JDA region as Directed by Engineer in charge.	80.000	Per Shift of 8 hrs	2680.00	214400.00	INR Two Lakh Fourteen Thousand Four Hundred Only
5.00	Supplying of 35 HP Diesel Tractor with blade on hire with driver, cleaner and POL at different sites of JDA region at Directed by Engineer in charge.	50.000	Per Shift of 8 hrs	1050.00	52500.00	INR Fifty Two Thousand Five Hundred Only
6.00	Supplying of 35 HP Diesel Tractor Trolley with hydraulic lift Trolley on hire with driver, cleaner and POL at different sites of JDA region as Directed by Engineer in charge	120.000	Per Shift of 8 hrs	1290.00	154800.00	INR One Lakh Fifty Four Thousand Eight Hundred Only
7.00	Beldar	200.000	Per Day	153.00	30600.00	INR Thirty Thousand Six Hundred Only

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work : Construction of GSB Roads, demarcation and low height compound wall in Lohamandi Scheme, Machera, Zone-06, area JDA, Jaipur.

Contract No: EE-6/02/2021-22

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
8.00	Direction and Place Identification signs upto 0.9 sqm size board Retro-reflectorised Traffic Signs Providing and erecting direction and place identification retro-reflectorised sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3, fixed over aluminium sheeting, 2 mm thick with area not exceeding 0.9 sqm supported on RCC Post 100 mm x 100 mm firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 x 450 x 600 mm, 600 mm below ground level as per approved drawing and MoRD Specification Clause 1701	43.200	Sqm	7965.00	344088.00	INR Three Lakh Forty Four Thousand & Eighty Eight Only
9.00	Earth work in excavation by mechanical means (Hydraulic Excavator)/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sum on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 meter. All kinds of soils	4237.425	Cum	111.60	472896.63	INR Four Lakh Seventy Two Thousand Eight Hundred & Ninety Six and Paise Sixty Three Only
10.00	Construction of solid block masonry of M20 grade solid concrete block having nominal size 400 mm x 200 mm x 200 mm in cement mortar 1:3 upto plinth level with all lead & lift.	662.400	Cum	6291.00	4167158.40	INR Forty One Lakh Sixty Seven Thousand One Hundred & Fifty Eight and Paise Forty Only
11.00	CEMENT CONCRETE (CAST-IN-SITU) Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size).	872.325	Cum	2058.30	1795506.55	INR Seventeen Lakh Ninety Five Thousand Five Hundred & Six and Paise Fifty Five Only
12.00	Random Rubble stone masonry for with hard stone in foundation and plinth in Cement Sand mortar above 30 CM thick wall in: Cement Mortar 1:6 (1-Cement : 6-Sand).	4039.875	Cum	1770.30	7151790.71	INR Seventy One Lakh Fifty One Thousand Seven Hundred & Ninety and Paise Seventy One Only

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
Name of Work : Construction of GSB Roads, demarcation and low height compound wall in Lohamandi Scheme, Machera, Zone-06, area JDA, Jaipur.
Contract No: EE-6/02/2021-22

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
13.00	CEMENT CONCRETE (CAST-IN-SITU) Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M20 grade Nominal Mix 1: 1.5: 3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20mm nominal size).	124.688	Cum	3246.30	404774.65	INR Four Lakh Four Thousand Seven Hundred & Seventy Four and Paise Sixty Five Only
14.00	CEMENT PLASTER Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finish : 20mm thick	12635.000	Sqm	92.70	1171264.50	INR Eleven Lakh Seventy One Thousand Two Hundred & Sixty Four and Paise Fifty Only
15.00	EXTERIOR FINISHING Finishing wall with water proofing cement paint of approved brand and manufacture and or required shade to give an even shade including all scaffolding: New work (Two or more coats applied @ 3.84 kg/10 sqm).	12635.000	Sqm	33.30	420745.50	INR Four Lakh Twenty Thousand Seven Hundred & Forty Five and Paise Fifty Only
16.00	Construction of Embankment with Material Obtained from Borrow Pits Construction of embankment with approved material obtained from borrow pits with a lift upto 1.5 m, transporting to site, spreading, grading to required slope and compacting to meet requirement of Tables 300.1 and 300.2 with a lead upto 1000m as per MoRD Specification Clause 301.5	322336.389	Cum	94.50	30460788.76	INR Three Crore Four Lakh Sixty Thousand Seven Hundred & Eighty Eight and Paise Seventy Six Only
17.00	Excavation in Cutting in Soil Excavation in Soil using Hydraulic Excavator and Tipplers with disposal upto 1000 m Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tipplers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections, and transporting to the embankment location with a lift upto 1.5 m and lead upto 1000 m as per MoRD Specification Clause 302.3	4295.320	Cum	26.10	112107.85	INR One Lakh Twelve Thousand One Hundred & Seven and Paise Eighty Five Only
18.00	Granular Sub-base with Well Graded Material (Table 400.1) By Mix in Place Method Construction of granular sub-base by providing well graded material, spreading in uniform layers with Tractor Mount Grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per MoRD Specification Clause 401. For Grading I Material	22276.312	Cum	400.50	8921662.96	INR Eighty Nine Lakh Twenty One Thousand Six Hundred & Sixty Two and Paise Ninety Six Only

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work : Construction of GSB Roads, demarcation and low height compound wall in Lohamandi Scheme, Machera, Zone-06, area JDA, Jaipur.

Contract No: EE-6/02/2021-22

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
19.00	Compacting Original Ground Compacting original ground supporting subgrade Loosening of the ground upto a level of 300 mm below the subgrade level, watered, graded and compacted in layers to meet requirement of Tables 300.1 and 300.2 for subgrade construction as per MoRD Specification Clause 303.5.2.	4295.320	Cum	28.80	123705.22	INR One Lakh Twenty Three Thousand Seven Hundred & Five and Paise Twenty Two Only
20.00	Carriage of Earth, Sand, Lime, Morrum manure or sludge with including loading and unloading complete with all leads.	322336.389	Cum	10.80	3481233.00	INR Thirty Four Lakh Eighty One Thousand Two Hundred & Thirty Three Only
21.00	Carriage of Earth, Sand, Lime, Morrum manure or sludge with including loading and unloading complete with all leads.	322336.389	Cum	13.05	4206489.88	INR Forty Two Lakh Six Thousand Four Hundred & Eighty Nine and Paise Eighty Eight Only
Total in Figures					65524799.89	INR Six Crore Fifty Five Lakh Twenty Four Thousand Seven Hundred & Ninety Nine and Paise Eighty Nine Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				