समाचार पत्रों में प्रकाशन हेतु

जयपुर विकास प्राधिकरण, जयपुर

(कमरा न0 CCC-FF 133, नागरिक सेवा केन्द्र भवन) इन्दिरा सर्किल, जेएलएन मार्ग, जयपुर—302004

क्रमांक : जविप्रा / अधि.अभि.-10 / 2022-23 / डी-466 दिनांक : 16.12.2022

पूर्णकालीन निविदा सूचना

क्मांक : जविप्रा / अधि.अभि.-10 / 21 / 2022-23

जयपुर विकास प्राधिकरण द्वारा अधिशाषी अभियंता जोन—10 क्षेत्र के अन्तर्गत "जविप्रा जोन—10 में जल आपूर्ति परियोजना के तहत मानबाग के पास ट्रांसपोर्ट नगर से एनएफपी पीएस हैडवर्क्स तक बीलसपुर पाईप लाईन डालने के लिये पीएचईडी द्वारा किये गये रोडकट की मरम्मत" का कार्य जिसकी अनुमानित लागत रूपये 614.53 लाख के लिये ऑनलाईन बिड्स दिनांक 06.01.2023 को सांय 6.00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि 06.01.2023 को सांय 6.00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in पर देखा जा सकता है। निविदा में भाग लेने वालो को निम्न शर्तो की पूर्ति करनी होगी।

UBN No. -JDA

- निविदा दाता जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शुल्क, अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाइन जमा करनी होगी।
- 2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदा दाताओं का राजस्थान सरकार के ई—प्राक्यूमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजिकृत हो।

अधिशाषी अभियंता—10 जविप्रा, जयपुर

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC-FF-133, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004

Telephone: +91-141-2569696 e.mail: Puja_soni22@yahoo.co.in

No.: JDA/EE-10/2022-23/D-466 Dated:- 16-12-2022

NOTICE INVITING BID

NIB NO: JDA/EE-10/21/2022-23

Online Bid are invited up-to 6.00 PM of 06.01.2023 for "Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS head works near Manbagh under water supply project in zone 10, JDA Jaipur." estimated cost of Rs 614.53 Lacs. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM of 06.01.2023 Details may be seen in the Bidding Document at our office or the state Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in

To participate in the bid, bidder has to be:

UBN No. - JDA

- 1. Registered on JDA website www.jda.urban.rajasthan.gov.in, For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee 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.

Executive Engineer-10, JDA, Jaipur.

Enclose in Bid Document

		Detailed NIB
Name & Address of the Procuring Entity	AAAA	Name: Executive Engineer-10, Jaipur Development Authority Address: Room No134, Ist floor, main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) Email:- Puja_soni22@yahoo.co.in
Subject Matter of Procurement	A	Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS headworks near Manbagh under water supply project in zone 10, JDA Jaipur Job No.: 264/2022-23
Bid Procedure	A	Two Bid eBid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	>	L1 (eg. Least Cost based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	>	Website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment	A	Website: www.jda.urban.rajasthan.gov.in For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid security deposit online only. Bidding Document fee: Rs 1000/-(Rupees One thousand only) RISL Processing Fee: Rs 1000/- (Rupees One Thousand only) Requisite Bid Security Deposit:
Estimated Procurement Cost	>	INR 614.53 Lacs (Six Crore Fourteen Lacs Fifty three thousand only)
Bid Security Deposit	A A	Amount (INR): 2 % (Rs 12,29,060/-) of Estimated Procurement Cost, 0.5% (Rs 3,07,265/-) of S.S.I. of Rajasthan, 1 % for Sick Industries, Other than S.S.I., Whose cases are pending with Board of Industrial & Financial Reconstruction. (*2% for Bidder Who is A and AA Class contractor registered in other Govt. Department/0.5 % for Bidder registered as contractor in AA in JDA.) In case of Department's of the State Government and undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Date/Time/Place of Pre-Bid	A A	NA Last date of submitting clarifications requests by the bidder < date and time> addressed to the procurement entity at <address entity="" of="" procurement=""></address>
Applying Bid and making Online Payment on JDA Portal (www.Jda.urban.rajasthan.gov. in)	A A A	Start Date: 17.12.2022 from 9.30 AM onwards End date: 06.01.2023 up to 6.00 PM In Case EMD in from BG Original bank Quarantine is to be submitted in room No. MB-SF-25A (Room No. of DD (E&B) of main building, JDA, Jaipur up to 10.01.2023
Bid submission on E- Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	>	Start date: 17.12.2022 from 9.30 AM End date: 06.01.2023 upto 6.00 PM
Date/Time? Place of Technical Bid Opening	\ \ \ \	11.01.2023 at 11.00 AM Room No. CCC-TF-309 IIIrd floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Date/Time/Place of Financial Bid Opening	A	Success full technical bidder will be informed later on
Bid Validity Time period	>	120 days from the bid submission deadline 9 months
F		

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

A. Payment options:

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

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

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

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

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

Option – 3: Payment Gateway (Aggregator)

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

B. Bid participation Receipt

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

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

Note:-

- 1. Bidder (authorized Signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
- 2. In case, any of the bidders fails to pay tender Fee, BSD, and RISL Processing Fee, Online (Subject to Confirmation) its Bid shall not be accepted.
- 3. To participate in online bidding process, bidders must procure a digital signature Certificate (TypeIII) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCs 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 11 th hour issues like slow speed: chocking 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 (procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-procurement Cell, DoIT & C for booking the training slot.
 - Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@ rajasthan.gov.in.
 - Address: E-Procurement Cell, JDA Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
- 7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
- 8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9. Procurement entity disclaims any factual/ or other errors in the bidding documents (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10. The provisions of RTPPA Act 2012 and Rules 2013 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.



TENDER DOCUMENTS

(Envelope-1)

TECHNICAL BID (POTENTIAL ASSESMENT)

FOR

Name of work: Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS head works near Manbagh under water supply project in zone 10, JDA Jaipur.

Period of Download	:	17.12.2022 to 06.01.2023 upto 6.00 PM
Period of Upload		17.12.2022 to 06.01.2023 upto 6.00 PM
Date of online submission of the bid	:	17.12.2022 to 06.01.2023 upto 6.00 PM
Date of opening of technical bid	:	11.01.2023 at 11.00 AM in the chamber of Superintending Engineer-IV, JDA,Jaipur.
Date of opening of Financial bid	:	Success full technical bidder will be informed later on
Bidding document of fee	:	Rs.1000.00 (Rupees One Thousand only)
RISL processing Fee		Rs 1000.00 (Rupees One Thousand only)
Completion period	:	9 Months
Name of Agency M/s	:	

Executive Engineer-10 JDA, Jaipur

GENERAL DETAILS OF TENDER:

1.	NIB NO. & Date	E.E10/21/2022-23 &
2.	Name of work	Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS head works near Manbagh under water supply project in zone 10, JDA Jaipur.
3.	Estimated Cost	Rs. 614.53.00 Lacs
4.	Cost of the Bid Document	Rs. 1000.00
5.	Earnest Money	Rs. 12,29,060/- for AA class Contractor enlisted in in other Govt. Departments and Rs. 3,07,265/- for contractor registered in JDA
6.	Period of online Sales	17.12.2022 to 06.01.2023 upto 6.00 PM
7.	Date of Online submission of the bid	17.12.2022 to 06.01.2023 upto 6.00 PM
8.	Date of opening of Technical Bid	11.01.2023 at 11.00 AM in Chamber of Superintending Engineer-IV, JDA, Jaipur.
9.	Bid Document issued to	M/s
10.	Bid Cost deposit	Receipt No. Dated
		•••••

Executive Engineer-10 JDA, Jaipur

Documentation for Tender

The bidder should furnish the following documents 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 equipment required for deployment, as detailed in scheduled III.
- (e) Information regarding details of maximum value of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress in schedule IV.
- (f) Information regarding existing commitments 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 of Bid capacity in schedule VII.
- (i) Affidavit as per Annexure I.
- (j) Affidavit not black listed Ann-II

Signature of the Bidder
With full Address

Executive Engineer-10, JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR SCHEDULE AND SPECIFICATIONS

Name of Work:- Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS head works near Manbagh under water supply project in zone 10, JDA Jaipur.

 1.
 NIB No.
 : EE-10/21/2022-23

 2.
 Approximate cost
 : Rs. 614.53.00 Lacs

3. Cost of the Bid document : Rs. 1000.00. The Bidders are required to

submit cost of bid documents, bid processing fees through online payment after registering with JDA on

WWW.JDA.urban.rajasthan.gov.in/e-

services/e-tender portal. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be

rejected.

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

5. Earnest Money : Amount (INR) : 2% (Rs 12,29,060/-) (for AA

Class contractor registered in other department) of estimated Procurement cost, 0.5% of S.S.O. of Rajastahn, 0.5% (Rs 3,07,265/-) for Contractor registered in JDA) for bidder registered as contractor in JDA.

Bid Security (Earnest Money) may be submitted online or by way of bank guarantee. In case bidder opt to submit bid security through bank guarantee, the bank, guarantee should valid up to 15 months from the date of opening of the bid in prescribed

format.

Eligibility:- Bidder who is AA class contractor registered in other Government Department and bidder registered as contractor AA in

JDA.

6. Sale of Bid document online : 17.12.2022 to 06.01.2023 up to 6:00 PM

7. Date & Time of receiving b: 17.12.2022 to 06.01.2023 up to 6:00PM

online

8. Date of submission of Bid Cost, : 17.12.202

, Processing cost & Bid Security online

17.12.2022 to 06.01.2023 up to 6:00 PM through online payment after registering with JDA on <u>WWW.JDA</u>, urban,rajasthan,gov,in/e-

services/e-tender portal

9. In case EMD in from BG origin: Up to 10.01.2023 6.00 PM

bank guarantee is to be submitte

start and date

10. Date of opening of Technical Bid: 11.01.2023 at 11:00 AM in the chamber of

Superintending Engineer-IV, JDA, Jaipur.

11. Completion period of work : .9 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 IRC/MoRTH, Rajasthan PWD/JDA detailed specification and to the entire satisfaction of the Engineer–In–Charge of the work.

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

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

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

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

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and working and workmanship shall be conducted by the Engineer in charge of work and quality control cell as per norms. The result of such tests should confirm to the standard laid down in the Indian standard, laid down in the detailed specification of the IRC / MORTH / IS Public Work. Department, Rajasthan. Proper quality control is required to be maintained by the contractor. Qualified personnel as required under the contractor enlistment rules shall have to be engaged at site by the Contractor in case of failure, the department reserves the right to engage such staff and to recover wages from agency. The contractor shall provide facility of each test at site. The expenses shall be recovered from the contractor in case of his failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

The work should start within stipulated period given in the work order and should be completed within the prescribed time period. In case of failure, the contractor shall be Liable for action under the conditions of agreement and special condition of the tender.

SCHEDULE - G:ATTACHED SEPARATELY BASED ON:

2015 JDA BSR items(Approved Non-BSR items) 2015-2016 2016 JDA BSR (Carriage of material road)-2015-2016 2016 JDA BSR (Road Works)-2015-2016

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 & BID SECURITY DEPOSITE.

Date of submission of Bid Cost, Bid Processing fees & EMD 17.12.2022 to 06.01.2023 upto 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/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. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 13 months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in room No. 215 N Extension building, JDA, JLN marg, Jaipur, as per specified in bid documents, **Bank guarantee will be in specified Performa enclosed with this bid document.**

Signature of the Contractor With full Address

Executive Engineer-10 JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE 'H'

- 01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the bidder at his own level/cost?
- 02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
- 03. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
- 04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful; for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid bay the JDA to the bidder.
- 05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 06. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the bidder. In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
- 07. The rate quoted by the bidder shall remain valid for a period of 4(four) months from the date of opening of the bids.
- 08. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
- 09. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
- 10. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
- 11. If any bidder withdraws his bid prior to expiry of said validity period given at S.No.7 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of biding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
- 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 upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
- 14. Rules regarding enlistment of bidders provide that work; up to five time limit for which they are qualified for biding can be allotted to them. Therefore, before biding the bidder will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
- 15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-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.

- 16. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
- 17. The rates provided in bid documents are inclusive of all Taxes 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 by mixer with hopper.
- 23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
- 24. Special Conditions of Contract regarding Defect Liability Period (DLP) for various works costing Rs. 25.00 lacs and more shall be applicable.
- 25. The bidders are required to submit copy of their enlistment as bidder.
- 26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
- 27. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
- 28. The bidder will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
- 29. All the provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
- 30. All tests, design and drawings must be submitted by contractor and finalized before execution and if the any variation it must be got approved from competent authority at no extra cost.
- 31. "75A. Additional Performance Security.- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule,

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by bidder.
- (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."
- 32. As per Order No. JDA/EE & TA to Dir. Engg-I)/2022/D-194 dated 06.09.2022 "In case of single Bid system Annexure-B: be enclosed by the bidder regarding qualification of RTPP Act. 2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected."

Signature of Bidder with full address & Mobile No.

<u>Special Conditions of Contract regarding Defect Liability Period (DLP) for various</u> works costing Rs. 25.00 Lacs and more

- 1.1 The Defect Liability Period (DLP) for various type of works excluding patch repair work shall be according to JDA Office order no: JDA/Ex.En.(TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016. Works executed by the Contracting agency shall be maintained by them at their own cost for prescribed time (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Works and removal of defect during Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, strengthening and renewal works.
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
 - (i) Routine maintenance of Road Works,
 - (ii) To remove the defect as & when appear in part and entire structure of Road Works, in
 - Specified time and keeping the Road Surface with good riding quality and
 - (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after respective DLP period.
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

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

Table-I

S.No.	Type of work	DLP Period
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy
		season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii)New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works	2 Years
	electrical works, Joinery works and	

	painting works.	
	(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	3 Years
	maintenance works	

(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	Once in a year, generally after rains.
	dressing of berms.	
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous	As and when required.
	surface road and/or gravel	
	road/WBM road including	
	filling pot holes and patch	
4	repairs etc. Insurance of proper	As and when required.
7	functioning of drains	As and when required.
	including civil maintenance	
	and desilting of drains. (If	
	constructed by the same	
	Road agency or not)	
5	Maintenance of road signs. (If	Maintenance as and when required.
	installed by the same Road	Repainting once in every one and half
	agency)	years.
6	Road Marking, Kerb Stone /	Thermoplastic Paint
	Dand. (If done by the same	Maintenance as and when required.
	Road agency)	Repainting once in every one and half
		<u>years</u> . Ordinary Paint
		Maintenance as and when required.
		Repainting thrice in every years.
7	Damages beyond control of	
	agency.	utility, duly permitted by JDA / JNN will
		have to be repaired by agency on the
		same rates of the contract agreement till DLP.
		Du.

2. General

2.1 Inspection of works during Defect Liability Period

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

The Security Deposit will be release in the following stages after satisfactory performance certificate issued by Engineer-In-Charge:-

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

Table-II

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

Table III

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

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

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

2.2.3 Forfeiture of SD

In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 5 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

2.2.4 Force Majeure

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

Signature of Contractor
With full Address

Executive Engineer-10 JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR ADDITIONAL SPECIAL CONDITION:-

- 1. The renewed road shall be under defect liability period of the agency executing the work for 3 years after actual date of completion of work.
- 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. The Agency shall deploy Engineer & Technical staff as required at plant and site, In case of failure JDA shall engage and deduct the actual salaries from payment due.
- 10. 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.

Signature of contractor with Full address and E-Mail.

Executive Engineer-10 JDA, Jaipur

Other Conditions

- 1. The Contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs 5000.00 per day will be imposed.
- 2. DLP period of various nature of works amounting more than 25 Lacs has been revised. The time period as per order No. JDA/Ex.En(TA to DE-I)/2016/D-29 dated 11.03.2016
- 3. निविदा में निर्धारित राशि से अधिक / कम **Bid Security** राशि विडर द्वारा **Online** निह जमा कराई जावे, सिस्टम द्वारा भी कम / अधिक राशि बिड स्वीकार नहीं की जावेंगी।
- 4. अलग—अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
- 5. एक यू.टी.आर काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर.सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावें।
- 6. जविप्रा के आदेश कमांक : 172 दिनांक 12.07.2017 के अनुसार **GST** लागू होगी।
- 7. Additional Performance Security: In addition to performance Security as specified in rule 75A an Additional performance Security shall also be taken from the successful bidder in case of unbalanced bid. The additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in Lump Sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-grass, Demand draft, Banker's Cheque, Government Securities or Bank Guarantee.
- **8.** (A) The Affidavits and annexure "B" be enclosed by the bidder regarding Qualification for RTPP Act 2012 & Rule 2013 along with bid documents, should be signed by the participating biddrs before uploading the tender document otherwise the bid of the bidder will be rejected.
 - (B) In case of single Bid System Annexure "B" be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with bid documents, should be signed by the participating biddrs before uploading the tender document otherwise the bid of the bidder will be rejected.

Signature of contractor with Full address and E-Mail.

Executive Engineer-10
JDA, Jaipur

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

Any person participating in a procurement process shall:-

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

Conflict of Interest:-

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

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

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

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

In relation to my/ our Bid submitted to **EX.Eng-10, JDA, Jaipur** for procurement of "Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS headworks near Manbagh under water supply project in zone 10, JDA Jaipur" In response to their Notice Inviting Bids No.21/2022-23 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 Entity:
- 2. I/ we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority 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 proceeding for any of the foregoing reasons:
- 4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- 5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:	Signature of bidder
Place:	Name:
	Designation:
	Address:

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the first Appellate Authority is **Executive Committee**The designation and address of the Second Appellate Authority is **ACS, UDH**

(a) Filling an appeal:

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

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

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

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

(4) Appeal not to lie in certain cases.

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

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

(5) Form of Appeal:

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

(6) Fee for filing appeal:

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

(7) Procedure for disposal of appeal:

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

Form No. 1

[See rule 83]

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

Appe	eal No	Of Before			
the .		(First/ Second Appellate Authority)			
1.	Parti	culars of appellant :			
	(i)	Name of the appellant :			
	(ii)	Official address, if any:			
	(iii)R	esidential address:			
2.	Nam	e and address of the respondent (s):			
	(i)				
	(ii)				
	(iii)				
3.	Num	ber and date of the order appealed against and name and designation of			
	the o	the officer/authority who passed the order (enclose copy), or a statement of a			
	decis	sion, action or omission of the Procuring Entity in contravention to the			
	prov	isions of the Act by which the appellant is aggrieved:			
4.	If the	e Appellant proposes to be represented by a representative, the name and			
	posta	al address of the representative:			
5.	Num	ber of affidavits and documents enclosed with the appeal:			
6.	Grou	ınds of appeal:			
	(Sup	ported by an affidavit)			
		(b) Prayer			
Place	e	••••••			
Date					

Appellant's Signature

Annexure D: Additional Conditions of Contract

(c) Correction of arithmetical errors

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

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

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

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

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

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

Bank Guarantee Performa for Performance Security deposite

Form of (Bank Guarantee) –En cashable at branch of the bank in Jaipur City.

To	
Secretary,	
Jaipur Development Authority,	
Jaipur	
Sub:	
Bank Guarantee No dated	for [amount of Security in figures] [in words]
on behalf of	[Name of the Bidder] against the Security
Deposit for the work of "Road cut	repair of PHED for laying of Bisalpur pipe line from
Transport Nagar to NFP PS headwor	ks near Manbagh under water supply project in zone
10, JDA Jaipur." WHEREAS,	[name of Bidder with address]
(hereinafter called "the Bidder") h	as submitted his Bid dated for the
work "Road cut repair of PHED for	laying of Bisalpur pipe line from Transport Nagar to
NFP PS headworks near Manbag	h under water supply project in zone 10, JDA
Jaipur."(Hereinafter called "the Bid").	
KNOW ALL PEOPLE by these presents	s that we
(Na	me of Bank) of having our registered office at
[nan	ne of country] having our registered office at
(hereinafter call	ed "the Bank") are bound unto Secretary, Jaipur
Development Authority. (Hereinafte	r called "the Employer") in the sum of Rupees
[Amount of Secu	rity in figures] (in words) only for
which payment will and truly to be	made to the said Employer, the Bank binds itself, its
successors, and assigns by these pres	ents.
That on demand of JDA , this Bank	Guarantee is encashable at following branch in Jaipur
City.	
1. Name of Bank:	
2. Name of the branch with branch co	de:
3. Address:	
4. E-Mail Id:	
5. Telephone No.	
6. Fax No.:	
SEALED with the Common Seal of the	said Bank this day of of 20

THE CONDITIONS of this obligation are:

- (2) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (3) if the Bidder refuses to accept the correction of errors in his bid;
- (4) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 8 months after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **ISFC code No ICICI 006754. Bank Account No. 675401700518** on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

DateS	Signature of the Bank
Witness	Seal
[Signature, Name and Address]	

[Note: To be furnished on appropriate non-judicial stamps.]

SPECIAL CONDITION OF THE CONTRACT FOR POTENTIAL ASSESMENT OF CONTRACTORS

Name of work:-Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS headworks near Manbagh under water supply project in zone 10, JDA Jaipur.

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

1. Procedure:

Procedure for **POTENTIAL ASSESMENT** would be as follow:

(a) Bid document shall be submitted on line e-procurement website http://www.eproc.rajasthan.gov.in with their digital signature. The bid is to be submitted in **two envelop** which shall comprise of-

Envelop-1 being for Technical Bid and

- **Envelope-2** being for Financial Bid. Each envelope would be sealed separately and super scribed as "Envelope-1 Technical Bid" and "Envelope-2 Financial Bid". Both envelopes would be placed in Third envelope duly sealed, bearing the name of work and the name of the bidding contractor. In this third envelope, envelop of earnest money, VAT clearance certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of bidder in required category should also be kept
- (b) The technical bid will be opened only of whose bidders those proper Earnest money, VAT clearance certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of bidder in required category are found to be in order. The earnest money will be accepted only in form of demand draft/banker cheque in the name of Secretary JDA, Jaipur. Payable at aipur.
- © The Technical Bid envelope would be opened on the date 11.01.2023 at 11.00 AM. In the chamber of Superintending Engineer–IV,JDA, Jaipur.
- (d) The Financial Bid envelope would be opened only of those bidders who fulfill all the **POTENTIAL ASSESMENT** criteria.

Note:-

(i) If VAT clearance certificate is not applicable in any State then appropriate proof is to be enclosed by bidder with certificate which is applicable in place of VAT.

2. Criteria:

Criteria for POTENTIAL ASSESMENT 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	GSB/WBM/WMM	8465.00 Cum
2	BT Work by Paver	5596.00 MT

Note :-

- (i) The Bidder should enclose the certificate having quantities Financial year wise other wise the certificate will not be considered.
- (ii) Quantities of all the items mentioned in criteria 2 (a) should be executed in one financial year.
- (iii) Certificate issued by Govt. of India, State Govt., Union Territory and Govt. Undertakings, Autonomous Bodies shall only be considered.
- (b) The bidder should have completed at least one similar nature work in last five financial year (including current year, if opted by the bidder) of value not less than 33.33% (Rs. 204.82 lacs.) of the estimated 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 204.82 Lacs) of the estimated cost of the work (Bid cost) in any one of last five financial years (including current year, if opted by the bidder)

Note:-

- (i) The bidder should enclose certificate of Turn over from Chartered Accountant for last five financial years & 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:

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

Where

- A = Maximum value of civil engineering work executed in any one year during the last 5 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt current year in the five year assessment period.
- N = N Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 0.75
- B = Value, at present price level of existing commitments and on going works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited)

Note:-

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

Note:-

(i) The present price level for turnover, cost of completed work & disputed amount of similar nature, the previous year's value shall be given weight age of 10% per year as follows:-

(a)	For Current Year -	(2022-23)	1.00
(b)	For last year -	(2021-22)	1.00
(c)	For one year before -	(2020-21)	1.10
(d)	For two year before -	(2019-20)	1.21
(e)	For three year before -	(2018-19)	1.33
(f)	For Four year before –	(2017-18)	1.46

3. **Documentation**:

The bidder should furnish the following documents 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 equipment required for deployment, as detailed in scheduled III.
- (e) Information regarding details of maximum value of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress in schedule IV.
- (f) Information regarding existing commitments 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 of Bid capacity in schedule VII.

- (i) Affidavit as per Annexure I.
- (j) Not Black listed affidavit as per Ann-II

(4) Important:

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

(5) Rejection of bids

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

- (i) If Bid is not accompanied with the requisite documents mentioned in clauses 3 (a) to 3 (i) or is not in accordance with procedure specified in Para 1, or is not accompanied with bid security & GST registration Certificate and registration of bidder in required category it would be liable for rejection.
- (ii) Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection.
- (iii) The bidder shall prepare bid in the digital/electronic mode for uploading on E-procurement portal in the format/type of file specified in evaluation and qualification criteria all the documents uploaded should be digitally signed with DSC of authorized, Signatory document as all the pages of uploaded documents are signed.
- (iv) The affidavit and annexure "B" be As per Order No. JDA/EE & TA to Dir. Engg-I)/2022/D-194 dated 06.09.2022 " In case of single Bid system Annexure-B: be enclosed by the bidder regarding qualification of RTPP Act. 2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected."

Executive Engineer-10 JDA, Jaipur.

Schedule - I

FINANCIAL RESOURCES AND CAPABILITY

[Reference clause 3 (a)]

1.	Name of Bido	der:- M/s	
2.	Total financia	al turnover achieved by t	he bidder in the last five financial years:
	S.No.	Year	Turnover
	(1)	2021-22	
	(2)	2020-21	
	(3)	2019-20	
	(4)	2018-19	
	(5)	2017-18	
		ce Sheets and Profit & dered by him as per crite	Loss Accounts is to be enclosed by the bidder which is tria 2 (a).
3.		-	the current financial year
4.			om bidding for Central Government/State Government/any
		undertaking?	, ,
		res give details.	
5.		ver been declared insolve	ent?
	Yes/No, if ye	s give details.	
6.	-	Address of Branch/(s) fo	r bidder's Bankers.
	I/We hereby belief.	certify that the above in	aformation is correct to the best of my/our knowledge and
	Date :		Signature of Bidder (With Seal wherever applicable)

SCHEDULE - II

[Reference clause 3(b)]

Details of Quantities of work executed during last five financial years

S.	Name of Works	Client	Place	Financial	Earth Work	GSB/WBM/	BT Work by	Page No.
No.	(With		(district)	Year		WMM	Paver	
	agreement No.							
	& Date)							

Signature of Bidder

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

To be given on Non-Judicial stamp Paper of Rs. 10/- only, duly attested by Oath-Commissioner/Notary Public

SCHEDULE - III [Reference Clause 3(d)] <u>AFFIDAVIT</u>

I/We	Proprietor/Partner/Authorized signatory of
M/s	under take the oath that I/We will deploy the
machinery and equipment listed be	elow as and when required in the execution of this work.

S.	Name of Machinery	Minimum	availability		
No.	Name of Machinery	Requirement	Owned	Leased	
1	Fully Automatic Hot Mix computerize Batch	1 No.			
	Mix Plant (Owned/Lease)				
2	Vibratory Roller (Owned/Lease)	2 No.			
3	Sensor paver (Owned/Lease)	1 No.			
4	Static Roller (Owned/Lease)	2 No.			
5	Compressor (Owned/Lease)	2 No.			
6	Boiler (Owned/Lease)	2 No.			
7	JCB (Owned/Lease)	2 No.			
8	Dumper (Owned/Lease)	10 No.			
9	Pneumatic Tyre Roller (PTR) (Owned/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 - 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.

SCHEDULE - V

[Reference Clause 3(f)]

DETAILS OF EXISTING COMMITMENTS & ON GOING WORKS TO BE COMPLETED

S. No.	Name of Works (with agreement No. & Date)	Client	Cost of Work as per Work Order	Stipulated date of commencement	Stipulated date of completion	Value of balance work on date of bid	Likely date of completion of balance work	Page No.
	33 = 400)		3 - 40-		k			

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

SCHEDULE -VII

[Reference Clause 3(h)]

BID CAPACITY

Name of Bidder: -

1.	A = Maximum value of civil Engineering works		Certified details enclosed at Page
	Executed in any one year during the last five	Lacs	No
	Years (Updated to present price level)		
2.	N = Number of years prescribed for completion of the Work for	0.75	
	which bids are invited		
3.	B = Value, at present price level of existing		Certified details enclosed at Page
	Commitments and ongoing works to be	Lacs	No
	Completed during the next N Period.		

Bid Capacity = A	x N x 3 - B
=	Lacs

ANNEXURE_I (Reference Clause 3(i)

To be given Self -declaration Paper of Rs. 50/- only, duly Self attested

AFFIDAVIT

I/WeProprietor/Partner/Authorize
signatory of M/s under take the oath that the
nformation furnished by me/us in schedule I to VII of the assessment Bid for "Road cut
repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS head
works near Manbagh under water supply project in zone 10, JDA Jaipur." 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.
Enclosed I.D Proof with self declaration
Proprietor/ Partner/ Authorized signatory
M/s

.....

ANNEXURE II (Reference Clause 3(ii)

Undertaking for not black listed (on a non judicial stamp paper of Rs 50/-

AFFIDAVIT

I/We	Proprietor/Partner/Authorize
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 "Road cut
repair of PHED for laying of Bisalpur pipe	line from Transport Nagar to NFP PS head
works near Manbagh under water supply	project in zone 10, JDA Jaipur." is correct
to the best of my/our knowledge. If any infor	rmation is found to be incorrect JDA has right
to reject the Bid and to take action against m	e/us as per rules.
Proj	prietor/ Partner/ Authorized signatory
M/	s



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TENDER DOCUMENTS

(Envelope-2)

FINANCIAL BID

FOR

Name of work: Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS head works near Manbagh under water supply project in zone 10, JDA Jaipur.

Period of Download	:	17.12.2022 to 06.01.2023 upto 6.00 PM
Period of Upload		17.12.2022 to 06.01.2023 upto 6.00 PM
Date of online submission of the bid	:	17.12.2022 to 06.01.2023 upto 6.00 PM
Date of opening of technical bid	:	11.01.2023 at 11.00 AM in the chamber of Superintending Engineer-IV, JDA, Jaipur.
Date of opening of Financial bid	:	Success full technical bidder will be informed later on
Bidding document of fee	:	Rs.1000.00 (Rupees One Thousand only)
RISL processing Fee		Rs 1000.00 (Rupees One Thousand only)
Completion period	:	9 Months
Name of Agency M/s	:	

Executive Engineer-10 JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

GENERAL DETAILS OF TENDER:

1.	NIB NO.	E.E10/21/2022-23
2.	Name of work	Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS head works near Manbagh under water supply project in zone 10, JDA Jaipur.
3.	Estimated Cost	Rs. 614.53.00 Lacs
4.	Cost of the Bid Document	Rs. 1000.00
5.	Earnest Money	Rs. 12,29,060/- for AA class Contractor enlisted in in other Govt. Departments and Rs. 3,07,265/- for contractor registered in JDA
6.	Period of online Sales	17.12.2022 to 06.01.2023 upto 6.00 PM
7.	Date of Online submission of the bid	17.12.2022 to 06.01.2023 upto 6.00 PM
8.	Date of opening of Technical Bid	11.01.2023 at 11.00 AM in Chamber of Superintending Engineer-IV, JDA, Jaipur.
9.	Bid Document issued to	M/s
10.	Bid Cost deposit	Receipt No. Dated
		••••••

Executive Engineer-10 JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR SCHEDULE AND SPECIFICATIONS

Name of Work:- Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS head works near Manbagh under water supply project in zone 10, JDA Jaipur.

 1.
 NIB No.
 : EE-10/21/2022-23

 2.
 Approximate cost
 : Rs. 614.53.00 Lacs

3. Cost of the Bid document : Rs. 1000.00. The Bidders are required to

submit cost of bid documents, bid processing fees through online payment after registering with JDA on

WWW.JDA.urban.rajasthan.gov.in/e-

services/e-tender portal. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be

rejected.

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

5. Earnest Money : Amount (INR) : 2% (Rs 12,29,060/-) (for AA

Class contractor registered in other department) of estimated Procurement cost, 0.5% of S.S.O. of Rajastahn, 0.5% (Rs 3,07,265/-) for Contractor registered in JDA) for bidder registered as contractor in JDA.

Bid Security (Earnest Money) may be submitted online or by way of bank guarantee. In case bidder opt to submit bid security through bank guarantee, the bank, guarantee should valid up to 15 months from the date of opening of the bid in prescribed

format.

Eligibility:- Bidder who is AA class contractor registered in other Government Department and bidder registered as contractor AA in

JDA.

6. Sale of Bid document online : 17.12.2022 to 06.01.2023 up to 6:00 PM

7. Date & Time of receiving b: 17.12.2022 to 06.01.2023 up to 6:00PM

online

8. Date of submission of Bid Cost, : 17.12.2022 to 06.01.2023

, Processing cost & Bid Security online

17.12.2022 to 06.01.2023 up to 6:00 PM through online payment after registering with JDA on <u>WWW.JDA</u>, urban,rajasthan,gov,in/e-

services/e-tender portal

9. In case EMD in from BG origin: Up to 10.01.2023 6.00 PM

bank guarantee is to be submitte

start and date

10. Date of opening of Technical Bid: 11.01.2023 at 11:00 AM in the chamber of

Superintending Engineer-IV, JDA, Jaipur.

11. Completion period of work : .9 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 IRC/MoRTH, Rajasthan PWD/JDA detailed specification and to the entire satisfaction of the Engineer–In–Charge of the work.

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

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

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

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

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and working and workmanship shall be conducted by the Engineer in charge of work and quality control cell as per norms. The result of such tests should confirm to the standard laid down in the Indian standard, laid down in the detailed specification of the IRC / MORTH / IS Public Work. Department, Rajasthan. Proper quality control is required to be maintained by the contractor. Qualified personnel as required under the contractor enlistment rules shall have to be engaged at site by the Contractor in case of failure, the department reserves the right to engage such staff and to recover wages from agency. The contractor shall provide facility of each test at site. The expenses shall be recovered from the contractor in case of his failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

The work should start within stipulated period given in the work order and should be completed within the prescribed time period. In case of failure, the contractor shall be Liable for action under the conditions of agreement and special condition of the tender.

SCHEDULE - G:ATTACHED SEPARATELY BASED ON:

2015 JDA BSR items(Approved Non-BSR items) 2015-2016 2016 JDA BSR (Carriage of material road)-2015-2016 2016 JDA BSR (Road Works)-2015-2016

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 & BID SECURITY DEPOSITE.

Date of submission of Bid Cost, Bid Processing fees & EMD 17.12.2022 to 06.01.2023 upto 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/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. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 13 months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in room No. 215 N Extension building, JDA, JLN marg, Jaipur, as per specified in bid documents, **Bank guarantee will be in specified Performa enclosed with this bid document.**

Signature of the Contractor With full Address

Executive Engineer-10 JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE 'H'

- 01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the bidder at his own level/cost?
- 02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
- 03. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
- 04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful; for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid bay the JDA to the bidder.
- 05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 06. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the bidder. In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
- 07. The rate quoted by the bidder shall remain valid for a period of 4(four) months from the date of opening of the bids.
- 08. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
- 09. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
- 10. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
- 11. If any bidder withdraws his bid prior to expiry of said validity period given at S.No.7 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of biding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
- 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 upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
- 14. Rules regarding enlistment of bidders provide that work; up to five time limit for which they are qualified for biding can be allotted to them. Therefore, before biding the bidder will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
- 15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-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.

- 16. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
- 17. The rates provided in bid documents are inclusive of all Taxes 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 by mixer with hopper.
- 23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
- 24. Special Conditions of Contract regarding Defect Liability Period (DLP) for various works costing Rs. 25.00 lacs and more shall be applicable.
- 25. The bidders are required to submit copy of their enlistment as bidder.
- 26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
- 27. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
- 28. The bidder will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
- 29. All the provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
- 30. All tests, design and drawings must be submitted by contractor and finalized before execution and if the any variation it must be got approved from competent authority at no extra cost.
- 31. "75A. Additional Performance Security.- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule,

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by bidder.
- (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."
- 32. As per Order No. JDA/EE & TA to Dir. Engg-I)/2022/D-194 dated 06.09.2022 "In case of single Bid system Annexure-B: be enclosed by the bidder regarding qualification of RTPP Act. 2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected."

Signature of Bidder with full address & Mobile No.

Executive Engineer-10 JDA, Jaipur

<u>Special Conditions of Contract regarding Defect Liability Period (DLP) for various</u> works costing Rs. 25.00 Lacs and more

- 1.1 The Defect Liability Period (DLP) for various type of works excluding patch repair work shall be according to JDA Office order no: JDA/Ex.En.(TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016. Works executed by the Contracting agency shall be maintained by them at their own cost for prescribed time (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Works and removal of defect during Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, strengthening and renewal works.
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
 - (i) Routine maintenance of Road Works,
 - (ii) To remove the defect as & when appear in part and entire structure of Road Works, in
 - Specified time and keeping the Road Surface with good riding quality and
 - (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after respective DLP period.
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

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

Table-I

S.No.	Type of work	DLP Period
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy
		season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii)New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works	2 Years
	electrical works, Joinery works and	

	painting works.	
	(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	3 Years
	maintenance works	

(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	Once in a year, generally after rains.	
	dressing of berms.		
2	Making up of shoulders.	As and when required.	
3	Maintenance of Bituminous	As and when required.	
	surface road and/or gravel		
	road/WBM road including		
	filling pot holes and patch		
4	repairs etc. Insurance of proper	As and when required.	
7	functioning of drains	As and when required.	
	including civil maintenance		
	and desilting of drains. (If		
	constructed by the same		
	Road agency or not)		
5	Maintenance of road signs. (If	Maintenance as and when required.	
	installed by the same Road	Repainting once in every one and half	
	agency)	years.	
6	Road Marking, Kerb Stone /	Thermoplastic Paint	
	Dand. (If done by the same	Maintenance as and when required.	
	Road agency)	Repainting once in every one and half	
		<u>years</u> . Ordinary Paint	
		Maintenance as and when required.	
		Repainting thrice in every years.	
7	Damages beyond control of		
	agency.	utility, duly permitted by JDA / JNN will	
		have to be repaired by agency on the	
		same rates of the contract agreement till DLP.	
		Du.	

2. General

2.1 Inspection of works during Defect Liability Period

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

The Security Deposit will be release in the following stages after satisfactory performance certificate issued by Engineer-In-Charge:-

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

Table-II

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

Table III

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

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

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

2.2.3 Forfeiture of SD

In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 5 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

2.2.4 Force Majeure

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

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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR ADDITIONAL SPECIAL CONDITION:-

- 1. The renewed roads shall be under defect liability period of the agency executing the work for 3 years after actual date of completion of work.
- 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. The Agency shall deploy Engineer & Technical staff as required at plant and site, In case of failure JDA shall engage and deduct the actual salanies from payment due.
- 10. 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.

Signature of contractor with Full address and E-Mail.

Executive Engineer-10 JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Other Conditions

- 1. The Contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs 5000.00 per day will be imposed.
- 2. DLP period of various nature of works amounting more than 25 Lacs has been revised. The time period as per order No. JDA/Ex.En(TA to DE-I)/2016/D-29 dated 11.03.2016
- 3. निविदा में निर्धारित राशि से अधिक / कम **Bid Security** राशि विडर द्वारा **Online** निह जमा कराई जावे, सिस्टम द्वारा भी कम / अधिक राशि बिड स्वीकार नहीं की जावेंगी।
- 4. अलग—अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
- 5. एक यू.टी.आर काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर.सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावें।
- 6. जविप्रा के आदेश कमांक : 172 दिनांक 12.07.2017 के अनुसार **GST** लागू होगी।
- 7. Additional Performance Security: In addition to performance Security as specified in rule 75A an Additional performance Security shall also be taken from the successful bidder in case of unbalanced bid. The additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in Lump Sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-grass, Demand draft, Banker's Cheque, Government Securities or Bank Guarantee.
- **8.** (A) The Affidavits and annexure "B" be enclosed by the bidder regarding Qualification for RTPP Act 2012 & Rule 2013 along with bid documents, should be signed by the participating biddrs before uploading the tender document otherwise the bid of the bidder will be rejected.
 - (B) In case of single Bid System Annexure "B" be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with bid documents, should be signed by the participating biddrs before uploading the tender document otherwise the bid of the bidder will be rejected.

Signature of contractor with Full address and E-Mail.

Executive Engineer-10
JDA, Jaipur

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

Any person participating in a procurement process shall:-

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

Conflict of Interest:-

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

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

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

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

In relation to my/ our Bid submitted to **EX.Eng-10, JDA, Jaipur** for procurement of "Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS headworks near Manbagh under water supply project in zone 10, JDA Jaipur" In response to their Notice Inviting Bids No.21/2022-23 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 Entity:
- 2. I/ we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority 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 proceeding for any of the foregoing reasons:
- 4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- 5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:	Signature of bidder
Place:	Name:
	Designation:
	Address:

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the first Appellate Authority is **Executive Committee**The designation and address of the Second Appellate Authority is **ACS, UDH**

(a) Filling an appeal:

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

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

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

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

(4) Appeal not to lie in certain cases.

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

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

(5) Form of Appeal:

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

(6) Fee for filing appeal:

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

(7) Procedure for disposal of appeal:

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

Form No. 1

[See rule 83]

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

Appe	eal No	Of Before		
the .		(First/ Second Appellate Authority)		
1.	Parti	culars of appellant :		
	(i)	Name of the appellant :		
	(ii)	Official address, if any:		
	(iii)R	esidential address:		
2.	Nam	e and address of the respondent (s):		
	(i)			
	(ii)			
	(iii)			
3.	Num	ber and date of the order appealed against and name and designation of		
	the o	officer/authority who passed the order (enclose copy), or a statement of a		
	decis	sion, action or omission of the Procuring Entity in contravention to the		
	prov	isions of the Act by which the appellant is aggrieved:		
4.	If the	e Appellant proposes to be represented by a representative, the name and		
	posta	al address of the representative:		
5.	Number of affidavits and documents enclosed with the appeal:			
6.	Grou	ınds of appeal:		
	(Sup	ported by an affidavit)		
		(b) Prayer		
Place	e	••••••		
Date				

Appellant's Signature

Annexure D: Additional Conditions of Contract

(c) Correction of arithmetical errors

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

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

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

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

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

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

Bank Guarantee Performa for Performance Security deposite

Form of (Bank Guarantee) -En cashable at branch of the bank in Jaipur City.

To	
Secretary,	
Jaipur Development Authority,	
Jaipur	
Sub:	
Bank Guarantee No date	d for [amount of Security in figures] [in words]
on behalf of	[Name of the Bidder] against the Security
Deposit for the work of "Road cu	t repair of PHED for laying of Bisalpur pipe line from
Transport Nagar to NFP PS headw	orks near Manbagh under water supply project in zone
10, JDA Jaipur." WHEREAS,	[name of Bidder with address]
(hereinafter called "the Bidder")	has submitted his Bid dated for the
work "Road cut repair of PHED fo	or laying of Bisalpur pipe line from Transport Nagar to
NFP PS headworks near Manb	agh under water supply project in zone 10, JDA
Jaipur."(Hereinafter called "the Bid").
KNOW ALL PEOPLE by these preser	nts that we
	Name of Bank) of having our registered office at
[n	ame of country] having our registered office at
(hereinafter c	alled "the Bank") are bound unto Secretary, Jaipur
Development Authority. (Hereina:	fter called "the Employer") in the sum of Rupees
[Amount of Se	curity in figures] (in words) only for
which payment will and truly to b	e made to the said Employer, the Bank binds itself, its
successors, and assigns by these pr	esents.
That on demand of JDA, this Ban	k Guarantee is encashable at following branch in Jaipur
City.	
1. Name of Bank:	
2. Name of the branch with branch	code:
3. Address:	
4. E-Mail Id:	
5. Telephone No.	
6. Fax No.:	
SEALED with the Common Seal of t	he said Bank this day of of 20

THE CONDITIONS of this obligation are:

- (2) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (3) if the Bidder refuses to accept the correction of errors in his bid;
- (4) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 8 months after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **ISFC code No ICICI 006754. Bank Account No. 675401700518** on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date	Signature of the Bank
Witness	Seal
[Signature, Name and Address]	

[Note: To be furnished on appropriate non-judicial stamps.]

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work:-Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS headworks near Manbagh under water supply project in zone 10, JDA Jaipur

Factor for Price Escalation

Labour (P ₁)	7.40%
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Cement (Pc) 0.01%

Steel (Ps) 0.19%

Bitumen - (Pb) 60.41%

POL-P 5.69%

Other materials (Pm) 26.30%

Total 100.00%

J.E.N. JDA,Jaipur

JDA,Jaipur

Executive Engineer JDA, Jaipur Supdt. Engineer JDA, Jaipur

Name of work: Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS headworks near Manbagh under water supply project in zone 10, JDA Jaipur

Bidder Name :							
PRICE SCHEDULE							
S1. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words	
1.00	Excavation in Soil using Hydraulic Excavator and Tippers with disposal upto 1000 m Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, 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		Cum	26.10	299523.60	INR Two Lakh Ninety Nine Thousand Five Hundred & Twenty Three and Paise Sixty Only	
2.00	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		Cum	400.50	1935216.00	INR Nineteen Lakh Thirty Five Thousand Two Hundred & Sixteer Only	
3.00	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 II Material		Cum	378.00	612360.00	INR Six Lakh Twelve Thousand Three Hundred & Sixty Only	
4.00	Wet Mix Macadam Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and MoRD Specification Clause 406. By Mechanical Means with all lead	6040.000	Cum	1071.00	6468840.00	INR Sixty Four Lakh Sixty Eight Thousand Eight Hundred & Forty Only	

Name of work: Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS headworks near Manbagh under water supply project in zone 10, JDA Jaipur

Bidder							
Name :	PRICE SCHEDULE						
S1. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words	
5.00	Prime Coat Low porosity Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per MoRD Specification Clause 502	24160.000	Sqm	31.50	761040.00	INR Seven Lakh Sixty One Thousand &Forty Only	
6.00	Tack Coat Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.		Sqm	9.00	673335.00	INR Six Lakh Seventy Three Thousand Three Hundred & Thirty Five Only	
7.00	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared dry and hungry bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	50655.000	Sqm	10.80	547074.00	INR Five Lakh Forty Seven Thousand &Seventy Four Only	
8.00	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom as per MoRD Specification Clause 503.	24160.000	Sqm	10.80	260928.00	INR Two Lakh Sixty Thousand Nine Hundred & Twenty Eight Only	
9.00	Providing and laying dense graded bituminous macadam with 100-120 TPH batch type HMP producing an average output of 75 tones per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.0 to 4.5 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT&H Specifications Clause 507 complete in all respects. for Grading II (19 mm nominal size)	9906.030	P.MT	2722.50	26969166.68	INR Two Crore Sixty Nine Lakh Sixty Nine Thousand One Hundred & Sixty Six and Paise Sixty Eight Only	

Name of work: Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS headworks near Manbagh under water supply project in zone 10, JDA Jaipur

Bidder		_					
Name :	PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words	
10.00	Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT & H Specifications Clause 509 complete in all respects for Grading-II (13 mm nominal size) Bitumen (VG-30)	6882.980	P.MT	2934.00	20194663.32	INR Two Crore One Lakh Ninety Four Thousand Six Hundred & Sixty Three and Paise Thirty Two Only	
11.00	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 a mild steel single angle iron post 75 x 75 x 6 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	10.000	Sqm	9288.00	92880.00	INR Ninety Two Thousand Eight Hundred & Eighty Only	
12.00	Marking Centre Line and stop lines etc. on road as per IRC pattern with thermoplastic paint of approved quality and make with 8% glass beads laid on the road surface at temperature 160" C with a special applicator machine complete with a special applicator machine complete with labour material and traffic diversion arrangements.	2998.800	Sqm	436.50	1308976.20	INR Thirteen Lakh Eight Thousand Nine Hundred & Seventy Six and Paise Twenty Only	
13.00	Supply of JCB (excavator cum loader) Type 3D on hire including POL & driver at different sites as Directed by Engineer in charge.		Per Hours	745.00	37250.00	INR Thirty Seven Thousand Two Hundred & Fifty Only	
14.00	Supplying of 35 HP Diesel Tractor Trolly with hydraulic lift Trolley on hire with driver, cleaner and POL at different sites of JDA region as Directed by Engineer in charge.		Per shift of 8 hrs	1290.00	64500.00	INR Sixty Four Thousand Five Hundred Only	

Name of work: Road cut repair of PHED for laying of Bisalpur pipe line from Transport Nagar to NFP PS headworks near Manbagh under water supply project in zone 10, JDA Jaipur

Bidder		_					
Name : PRICE SCHEDULE							
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words	
15.00	Traffic Signs Retro-reflectorised Traffic Signs Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3, fixed over aluminium sheeting, 1.5 mm thick supported on GI pipe 50 mm dia firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per drawings and MoRD Specification Clause 1701	10.000	Each	3825.00	38250.00	INR Thirty Eight Thousand Two Hundred & Fifty Only	
16.00	Earth, Sand, Lime, Morrum manure or sludge All lead and lift.	11476.000	Cum	67.05	769465.80	INR Seven Lakh Sixty Nine Thousand Four Hundred & Sixty Five and Paise Eighty Only	
17.00	Supplying of Cat's Eye made of aluminium alloy size 75x100x22 mm having 21 biconvex lenses embedded in circular disk of ABS plastic on each side.	2330.000	Each	180.00	419400.00	INR Four Lakh Nineteen Thousand Four Hundred Only	
Total in	Figures				61452868.60	INR Six Crore Fourteen Lakh Fifty Two Thousand Eight Hundred & Sixty Eight and Paise Fifty Nine Only	
Quoted	Rate in Figures		Select		0.00	INR Zero Only	
Quoted	Rate in Words	INR Zero Only					