## 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—13 दिनांक : 06.01.2023

### पूर्णकालीन निविदा सूचना

क्रमांक : जिवप्रा / अधि.अभि.-10 / 22 / 2022-23

जयपुर विकास प्राधिकरण द्वारा जिवप्रा जोन—10 क्षेत्र में एलएमएनआईटी कॉलेज के पास सुमेल रोड पर मौजुदा पाईप पुलिया पर वायर रोप का शेष कार्य जिसकी अनुमानित लागत रूपये 22.00 लाख के लिये ऑनलाईन बिड्स दिनांक 16.01.2023 को सांय 6.00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जिवप्रा पोर्टल पर करने की अन्तिम तिथि 16.01.2023 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

- 1. 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-13 Dated:- 06-01-2022

#### **NOTICE INVITING BID**

NIB NO: JDA/EE-10/22/2022-23

Online Bid are invited up-to 6.00 PM of 16.01.2023 for "Remaining work of wire rope on existing pipe culvert at Sumel road near LNMIIT college in zone- 10, JDA Jaipur." estimated cost of Rs 22.00 Lacs. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM of 16.01.2023 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
<ul> <li>Name: Executive Engineer-10, Jaipur Development Authority</li> <li>Address: Room No134, Ist floor, main Building, Ram Kishore</li> </ul>
Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)
Email:- Puja_soni22@yahoo.co.in
<ul> <li>Remaining work of wire rope on existing pipe culvert at Sumel road near LNMIIT college in zone- 10, JDA Jaipur.</li> <li>Job No.: 372/2022-2023</li> </ul>
Single Stage tender (eg. Two part (Envelope) open competitive) eBid procedure at http://eproc.rajastha.gov.in
L1 (eg. Least Cost based Selection (LCBS)-L1)
> Websites
www.sppp.rajasthan.gov.in,www.eproc.rajasthan.gov.in,
www.jda.urban.rajasthan.gov.in
<ul> <li>Website: www.jda.urban.rajasthan.gov.in</li> <li>For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and</li> </ul>
Bid security deposit online only.  Bidding Document fee: Rs 250/-(Rupees Two thousand Fifty)
only)
<ul> <li>RISL Processing Fee: Rs 500/- (Rupees Five Thousand only)</li> <li>Requisite Bid Security Deposit:</li> </ul>
> INR 22.00 Lacs (Twenty two Lacs only)
<ul> <li>Amount (INR): 2 % (Rs 44,000/-) of Estimated Procurement Cost, 0.5% (Rs 11000/-) of S.S.I. of Rajasthan, 1 % for Sick Industries, Other than S.S.I., Whose cases are pending with Board of Industrial &amp; Financial Reconstruction.</li> <li>(*2% for Bidder Who is A and AA Class contractor registered in other Govt. Department/0.5 % for Bidder registered as contractor in AA, A, B, C and D in JDA.)</li> <li>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.</li> </ul>
> NA
<ul> <li>Start Date: 07.01.2023 from 9.30 AM onwards</li> <li>End date: 16.01.2023 up to 6.00 PM</li> </ul>
<ul> <li>Start date: 07.01.2023 from 9.30 AM</li> <li>End date: 16.01.2023 upto 6.00 PM</li> </ul>
> NA
<ul> <li>18.01.2023 at 11.00 AM</li> <li>Room No. CCC-TF-309 IIIrd floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-</li> </ul>
302004 (Rajasthan)
302004 (Rajasthan)  > 120 days from the bid submission deadline

<sup>\*</sup> 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.

#### JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

#### SCHEDULE AND SPECIFICATIONS

Name of Work: Remaining work of wire rope on existing pipe culvert at Sumel road near LNMIIT college in zone- 10, JDA Jaipur.

1. NIB No. : EE.-10/22/2022-23

2. Approximate cost : Rs 22.00 Lacs

3. Cost of the bid document : Rs. 250.00 The Bidders are required to submit

(In favour of secretary, JDA, Jaipur)

Bid Security, cost of Bid documents, Bid processing fees through online payment only 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.

4. Bid Processing Fees : Rs. 500.00

5. Bid security : Amount (INR) : 2%(Rs 44000/-) of Estimated

Procurement Cost, 0.5% (Rs 11000/-) 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, A, B, C and D in JDA.)

6. Start date for Bid Applying, Online: Start Date: 07.01.2023 from 9.30 AM onwards

Payment on JDA Portal and Bid Submission on

www.eproc.rajasthan.gov.in

7. Online payment end date on JDA: End date: 16.01.2023 upto 6.00 PM

Portal

8. Bid Submission end date on: End date: 16.01.2023 upto 6.00 PM

www.eproc.rajasthan.gov.in

9. Date, Time & Place of Bid opening : 18.01.2023 at 11:00 AM Room No. CCC-TF-309

IIIrd floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Negru Marg,

Jaipur- 302004 (Rajasthan)

10. Date of submission of Bid fees, RISL:

Processing fee & EMD fee

07.01.2023 to 16.01.2023 upto 6.00 PM through

online payment after registering with JDA on

www.jaipur.org/ e-services/e-tender portal.

11. Period of completion of work : 1 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 (Building Works)-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 07.01.2023 to 16.01.2023 upto 6.00 PM through online payment after registering with JDA on <a href="www.jaipurjda.org/e-services/e-tender">www.jaipurjda.org/e-services/e-tender</a> 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 5 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

# 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 "Remaining work of wire rope on existing pipe culvert at Sumel road near LNMIIT college in zone- 10, JDA Jaipur." In response to their Notice Inviting Bids No.22/2022-23 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 **JDC**The designation and address of the Second Appellate Authority is **EC** 

#### (1) Filling an appeal:

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, 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 (c) above shall also be placed on the state public Procurement Portal.

#### Form No. 1

### [See rule 83]

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

Appeal	No		Of		Before	the
		(First/ Second Appellate Au	thor	rity)		
1.	Particu	ılars of appellant :				
	(i)	Name of the appellant :				
	(ii)	Official address, if any:				
	(iii) Re	sidential address:				
2.	Name	and address of the respondent (s):				
	(i)					
	(ii)					
	(iii)					
3.	Numb	er and date of the order appeale	ed a	against and name and designa	ation of	the
	officer	authority who passed the order (er	nclo	se copy), or a statement of a dec	ision, ac	tion
	or omi	ssion of the Procuring Entity in con	ntra	vention to the provisions of the	Act by w	hich
	the ap	pellant is aggrieved:				
4.	If the	Appellant proposes to be represen	nted	by a representative, the name	and po	ostal
	addres	ss of the representative:				
5.	Numb	er of affidavits and documents enclo	sed	with the appeal:		
6.	Groun	ds of appeal:				
	(Suppo	orted by an affidavit)				
7.	Prayer					
Place						
Date	•••••					

Appellant's Signature

#### **Annexure D: Additional Conditions of Contract**

#### 1. Correction of arithmetical errors

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

- 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.

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

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

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

## Bank Guarantee Performa for Performance Security deposite

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

То
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 "Remaining work of wire rope on existing pipe
culvert at Sumel road near LNMIIT college in zone- 10, JDA Jaipur" WHEREAS,
[name of Bidder with address] (hereinafter called "the
Bidder") has submitted his Bid dated for the work "Remaining work
of wire rope on existing pipe culvert at Sumel road near LNMIIT college in zone-
10, JDA Jaipur."(Hereinafter called "the Bid").
KNOW ALL PEOPLE by these presents that we
(Name of Bank) of having our registered office at
(hereinafter called "the Bank") are bound unto Secretary, Jaipur
Development Authority. (Hereinafter called "the Employer") in the sum of Rupees
[Amount of Security 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 presents.
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 code:
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:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) 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.]

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## **Percentage BoQ**

## Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work: Remaining work of wire rope on existing pipe culvert at Sumel road near LNMIIT college in zone-10, JDA Jaipur

Contract No: EE-10/22/2022-23

P.C.C grade M 10 Nominal mix 1:3:6

Bidder						
Name :						
		PRICE SCH				
(This BO	Q template must not be modified/replaced by the bidder and th		_			
	rejected for this tender. Bidders ar	e allowed to	enter th	e Bidder Na	me and Values on	ly)
S1.	Item Description	Quantity	Units	Estimated	TOTAL AMOUNT	TOTAL AMOUNT
No.				Rate		In Words
1	2	3	4	5	6	7
1	Supplying & Installation of Solar Raised Pavement Markers made of polycarbonate molded body with circular shape, solar powered, LED self illumination in active mode, 360 degree illumination and reflective panels with micro prismatic lens capable of providing total internal reflection of the light entering the lens face in passive mode. The marker shall support a load of 20000 kg jested in accordance to ASTM D 4280. The marker should be resistant to dust and water ingress according to IP 65 standards and should withstand temperatures in the range of 0C to 70 C. Color of lighting could be provided in red or yellow (amber) as per requirement and typical frequency of blinking is 1 Hz. There should be current losses of less than 20 micro-amperes at 2.4 V in sleep-charging mode to enhance the life of the marker and a full charge should provide for a minimum autonomy of 50 hours. The height, width and length of the marker shall not be less than 10 mm X 100 mm X 100 mm. Also the surface diameter of the marker shall not be less than 100 mm respectively. The weight of the marker shall not exceed 0.5 Kilograms. Fixing will be by drilling holes on the road for the shanks to go inside, without nails and using epoxy rasin based adhesive as per manufacture's recommendation and complete as directed by the engineer. (manufactured from 3M or equivalent)	220.0000	Each	2151.0000	473220.0000	INR Four Lakh Seventy Three Thousand Tw Hundred & Twenty Only
2	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and MoRD specifications Clause 802, 803, 1202 & 1203 P.C.C grade M 10	14.4000	Cum	2646.0000	38102.4000	INR Thirty Eight Thousand One Hundred Two and Paise Forty Only

S1. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
3	Random Rubble stone masonry for with hard stone in foundation and plinth in Cement Sand mortar above 30 CM thick wall in: Cement Mortar 1:4 (1-Cement : 4-Sand).	111.6000	Cum	1984.5000	221470.2000	INR Two Lakh Twenty One Thousand Four Hundred & Seventy and Paise Twenty Only
4	CEMENT PLASTER Plaster on new surface on walls in cement sand mortar 1:4 including racking of joints etc. complete fine finish: 20mm thick	288.0000	Sqm	107.1000		
5	Painting on Steel Surfaces Providing and applying two coats of ready mix paint including primer coat of approved brand on steel surface after through cleaning of surface to give an even shade as per drawing and MoRD Specification Clause 1701	192.0000	Sqm	52.2000	10022.4000	INR Ten Thousand &Twenty Two and Paise Forty Only
6	CEMENT CONCRETE (CAST-IN-SITU) Providing and laying cement concrete including curing, compaction etc. complete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, levelling course etc up to floor five level excluding the cost of centering and shuttering.  M15 grade Nominal Mix 1: 2: 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size)	4.8000	Cum	3186.9000	15297.1200	INR Fifteen Thousand Two Hundred & Ninety Seven and Paise Twelve Only
7	Supply of Swiss type of Hazard marker, made out of 2 mm thick M.S. sheet size of box is 15x15 cm with hold fast at bottom, the body is painted in orange stoving enamel paint with white/high intensity grade micro-prismatic type sheeting, on all four side.	24.0000	Each	787.5000	18900.0000	INR Eighteen Thousand Nine Hundred Only
8	Providing and fixing PVC Bump Speed Breakers size 350 mm x 250 mm x 50 mm fitted with key hooks complete with labour material and traffic diversion arrangements.	32.0000	R.Mtr	1926.0000	61632.0000	INR Sixty One Thousand Six Hundred & Thirty Two Only
9	ROUGH CAST PLASTER Providing and applying white cement based putty over plastered surface to prepare the surface even and smooth complete	288.0000	Sqm	64.8000	18662.400	INR Eighteen Thousand Six Hundred & Sixty Two and Paise Forty Only
Total in Fig	ures					INR Eight Lakh Fifty Seven Thousand Three Hundred & Six and Paise Fifty Two Only
Quoted Rate	Quoted Rate in Figures		Select		0.000	INR Zero Only
Quoted Rate	e in Words	INR Zero Only			nly	







## **Item Rate BoQ**

## Tender Inviting Authority: Jaipur Development Authority, Jaipur

Name of work: Remaining work of wire rope on existing pipe culvert at Sumel road near LNMIIT college in zone-10, JDA Jaipur

Contract No: EE-10/22/2022-23

Bidder Name :											
(This BO	PRICE SCHEDULE  (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )										
S1. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words					
1	2	3	4	5	6	7					
1	Providing, fixing Galvanized Steel Wire Rope Core (Dia-20mm, Size-6x36 mm) fixed with U- bolt at every distance 2.5m over crash barrier including drilling of holes & grouting with epoxy as required etc as per Engineer Incharge	1800.00	Rmtr.		0.00	INR Zero Only					
Total in Figures					0.00	INR Zero Only					
Quoted Ra	te in Words				INR Zero Onl	у					