

जयपुर विकास प्राधिकरण, जयपुर

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

क्रमांक: जविप्रा/अधि.अभि.-8/2022-23/डी-24

दिनांक : 21-2-2023

पूर्णकालीन बिड आमंत्रण सूचना

बिड संख्या- अधि.अभि.8/24/2022-23

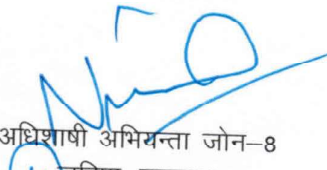
जयपुर विकास प्राधिकरण द्वारा अधिशाषी अभियन्ता जोन-8 क्षेत्र के अन्तर्गत "जविप्रा जोन-8 क्षेत्र में 60 मीटर मिसिंग लिंक सेक्टर सडक ए 3 का निर्माण कार्य " की लागत रु 667.00 लाख की निविदा दिनांक 13.03.2023 सायंकाल 6:00 बजे तक ऑन लाईन निविदा आमंत्रित की जाती हैं।

UBN No

विस्तृत विवरण, जो कि निविदा प्रपत्र में उपलब्ध है, अद्योहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.raj.nic.in व www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है। ऑन लाईन भुगतान 13.03.2023 सायंकाल 6:00 बजे तक स्वीकार किये जायेंगे।

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

1. जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो। निविदा शुल्क व आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑन लाईन ही देय होगी। बोली प्रति भूति ऑन लाईन अथवा बैंक गारण्टी के द्वारा दी जा सकती है।
2. ऑन लाईन निविदा में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।


अधिशाषी अभियन्ता जोन-8
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC-SF-201A, Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004

Telephone: +91-141-2569696 e.mail: nirmalgoyal12@gmail.com

No.: JDA/EE-8/2022-23/D-24

Dated 21-2-2023

NOTICE INVITING BID

NIB No. : EE-8/24/2022-23

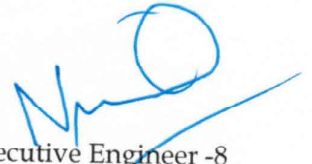
Job No 421 /2022-23

Online Bids are invited up-to 6.00 PM of 13.03.2023 for "Construction of 60 mtr missing link sector road A 3 of zone-8 area, JDA Jaipur." estimated cost of work is Rs 667.00 lakhs. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM dated 13.03.2023

UBN No.

Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in To participate in the bid, bidder has to be:

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


Executive Engineer -8
(4) JDA, Jaipur

Annexure: 2

Detail NIB for uploading on SPP Portal, e-Procurement, JDA Portal & as part of NIB Document

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC-SF-201, Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004 Telephone:
+91-141-2569696 e.mail: nirmalgoyal12@gmail.com

Bid No:- JDA/EE-8/2022-23/D-24

Dated: 21-2-2023

NOTICE INVITING BID

NIB No. : EE-8/24/2022-23

Name & Address of the Procuring Entity	▶ Name: Executive Engineer-8, Jaipur Development Authority ▶ Address: CCC-SF-201A, Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur-302004 (Rajasthan) Email:- nirmalgoyal12@gmail.com
Subject Matter of Procurement	▶ Construction of 60 mtr missing link sector road A 3 of zone-8 area, JDA Jaipur. Job No 421/2022-2023
Bid Procedure	Two Bid eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	▶ (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	▶ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment *	▶ Website: www.jaipurjda.org ▶ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. ○ Bidding document fee: Rs1000/- (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 2500/- (Rupees Two Thousand five Hundred only) ○ Requisite Bid Security Deposit
Estimated Procurement Cost	▶ INR 667.00 Lacs
Bid Security Deposit	▶ Amount (INR) : 2% (Rs. 13,34,000/-) of Estimated Procurement Cost, 0.5% (Rs. 3,33,500/-) 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 AA class contractor registered in other Govt. Department) / 0.5% for bidder registered as contractor AA, in JDA ▶ Micro small medium Enterprises situated in Rajasthan Tender fee 50% EMD value 0.5% ▶ In case of Departments of the state govt. and undertaking, corporations, Autonomous bodies, Registered societies, cooperative Societies which are owned or controlled or managed by the state Govt. and Govt. undertaking of the central Govt. shall submit a bid securing declaration in lieu of bid security.
Date/time/place of Pre-Bid	▶ N/A ▶ Last date of submitting clarifications requests by the bidder <date and time> addressed to the procurement entity at <Address of procurement

	entity>
Applying bid and making online payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 22.02.2023 at 9.30 AM onwards ➤ End Date: 13.03.2023 at 6.00 PM ➤ In case EMD in form BG original bank guarantee is to be submitted in room no. MB-SF-25A (Room No. of DD (E&B) of main building, JDA, Jaipur up to 15.03.2023 at 6.00 PM
Bid submission on e-procurement portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date: 22.02.2023 at 9.30 AM onwards ➤ End Date: 13.03.2023 at 6.00 PM
Technical Bid Opening	➤ 16.03.2023 at 12.30 PM ➤ . SF-201A, CCC, Building Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	➤ Success full technical bidder will be informed later on
Bid Validity	➤ 120 days from the bid submission deadline
Time Period	➤ 04 Months

*Jaipur development authority has decided to receive earnest money deposit (EMD) (Bid Security), Tender fee and RISL processing fee online through JDA portal. The bid security options available in tender for participants are as mentioned below :-

A. Payment Options:

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

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

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

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

Option-3: Payment Gateway (Aggregator)

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

B. Bid Participation Receipt

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

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

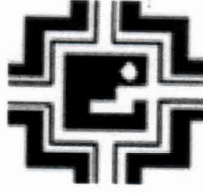
Note:

1. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, N code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.



Executive Engineer-8

④ JDA, Jaipur



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID (POTENTIAL ASSESSMENT)

Envelope-1

FOR

Construction of 60 mtr missing link sector road A 3 of zone-8 area, JDA Jaipur.

Period of Online Sale : 22/02/2023 to 13/03/2023 upto 6:00 PM
Date of Online submission of the bid : 22/02/2023 to 13/03/2023 upto 6:00 PM
Date of opening of technical bid : 16/03/2023 at 12:30 PM In the Room No. SF-201A, CCC,
Building Ram Kishore Vyas Bhavan, Indira Circle,
JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)
Date of opening of financial bid : Success full technical bidder will be informed later on
Cost of Tender : Rs. 1000 /-
Completion period : 4 Months
Name of Agency M/s :


Executive Engineer, (8)
 JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

Name of Work: -

Construction of 60 mtr missing link sector road A 3 of zone-8 area, JDA Jaipur.

- | | | |
|---|---|---|
| NIB No. | : | EE-8/24/2022-23 |
| 1. Approximate cost | : | Rs. 667.00 Lacs |
| 2. Cost of the bid document | : | Rs.1000/-. 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. |
| 3. Bid Processing fees | : | Rs.2500/- (In favour of M.D. R.I.S.L., Jaipur.) |
| 4. Earnest Money | : | Amount (INR) : 2% (Rs 13,34,000/-) (For AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 3,33,500/-) (For Contractor registered in JDA) for Bidder reistered 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 12 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 |
| 5. Sale of bid document Online | : | 22/02/2023 to 13/03/2023 upto 6:00 PM |
| 6. Date & Time of receiving tender Online | : | 22/02/2023 to 13/03/2023 upto 6:00 PM |
| 7. Date of submission of Bid Cost, Process Cost & Bid Security Online | : | 22/02/2023 to 13/03/2023 upto 6:00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. |
| 8. In case EMD in form BG original bank guarantee is to be submitted start and date | : | Up to 15/03/2023 6:00 PM |
| 9. Date of opening technical bid | : | 16/03/2023 at 12:30 PM in Room No. SF-201A, CCC, Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) |
| 10. Completion period of work | : | 4 Months |

SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

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

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

The drawing may be seen in office of the undersigned.

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

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

SCHEDULE - D: TEST OF THE MATERIALS:

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

SCHEDULE - E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

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

SCHEDULE - G: ATTACHED SEPARATELY BASED ON JDA BSR 2016 AND JDA NON BSR, JAIPUR.

SCHEDULE - H: SPECIAL CONDITION:

Attached Separately.

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

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

Date of submission of Bid Cost, Process Cost from 22/02/2023 to 13/03/2023 upto 6:00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

Signature of the Bidder

With full Name, Address and Mobile No.

Executive Engineer (8)

 **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 than that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the bidder. In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may be 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 **Four Months** from the date of opening of the bids.
08. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
10. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his bid prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement.
12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Batch Mix plants and paver, road roller, Tarboiler, sprayer etc.
13. The bidder shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of bidders provide that work; upto five times limit for which they are qualified for bidding can be allotted to them Therefore, before bid the bidders will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
17. The rates provided in bid documents are inclusive of all Taxes royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Bidder at his own cost.
21. Undersigned has full right to reject any or all bids without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.

23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. **Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads 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 will be imposed as per rules..
29. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
30. **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.
31. **(A)** The Affidavits and annexure 'B' be enclosed by the bidder regarding Qualification fo RTPP Act 2012& Rule-2013 along with bid documents, should be signed by the participating bidders 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 bidders before uploading the tender document otherwise the bid of the bidder will be rejected as per order no. 194 dated 06.09.2022

Signature of Bidder
with full address & Mobile No.


Executive Engineer-8
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 बिडर द्वारा Online नहीं जमा कराई जावे, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नहीं की जावेगी।
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 जावे।
6. जविप्रा के आदेश क्रमांक 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 fo RTPP Act 2012& Rule-2013 along with bid documents, should be signed by the participating bidders 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 bidders before uploading the tender document otherwise the bid of the bidder will be rejected as per order no. 194 dated 06.09.2022

Signature of Contractor
with full address & Mobile No.


Executive Engineer -08
④ JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR POTENTIAL ASSESSMENT OF BIDDERS

Name of Work: - Construction of 60 mtr missing link sector road A 3 of zone-8 area, JDA Jaipur.

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

1. Procedure:

A. Procedure for POTENTIAL ASSESSMENT would be as follows:

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

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

C. The Technical bid envelope would be opened on the date 16/03/2023 at 12:30 PM in the **Room No. SF-201A, CCC, Building Ram Kishore Vyas Bhawan, Indra Circle, Jawahar Lal Nehru Marg, JDA, Jaipur-302004 (Rajasthan).**

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

2. **Criteria:**

Criteria for POTENTIAL ASSESSMENT would be as follows:-

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

S. No.	Item	Quantity (1/3)
1	Earth Work	12000.00 Cum
2	GSB/WMM/WBM work	9532.33 Cum
3	BT work by paver	4117.90 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 Government of India, State Government, Union Territory, Government Undertakings, Autonomous Bodies shall only be considered.
- (b) The bidder should have completed at least one similar nature work in last Five Financial Year (including current year, if opted by the bidder) of value not less than **Rs. 222.33Lacs** (updated to present price level).

Note :-

- (i) The starting & completion date of the work is to be in between above said financial year. If no then maximum work (70%) is to be completed in above said financial year.
- (ii) If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.
- (c) The bidder should have achieved an annual financial turnover of at least **Rs. 222.33 Lacs** in any one of lastFive financial years (including current year, if opted by the bidder)

Note :-

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

The available bid capacity will be calculated as under:

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

- Where A = Maximum value of civil engineering work executed in any one year during the last 5 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt current year in the five year assessment period
- N = Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be **0.33**
- B = Value, at present price level of existing commitments and on going works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited)

Note:-

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

Note :-

- (i) **The present price level for turnover, cost of completed work & disputed amount of similar nature, the previous years value shall be given weight age of 10% per year as follows :-**
- | | | | |
|-----|-----------------------|-----------|------|
| (a) | For Current Year | (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:

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

- (i) Affidavit as per Annexure I.

4. Important:

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

5. Rejection of bids

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

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


Executive Engineer-8
4 JDA, Jaipur.

Schedule – I
FINANCIAL RESOURCES AND CAPABILITY

[Reference clause 3 (a)]

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

S.No.	Year	Turnover
(1)	2021-22	
(2)	2020-21	
(3)	2019-20	
(4)	2018-19	
(5)	2017-18	

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

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

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

Date :

Signature of Bidder
(With Seal wherever applicable)

SCHEDULE - II

[Reference clause 3(b)]

Details of Quantities of work executed during last five financial years

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

Signature of Bidder

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

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

SCHEDULE – III
[Reference Clause 3(d)]

AFFIDAVIT

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

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

[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

[illegible]**Signature of Bidder**

SCHEDULE - V

[Reference Clause 3(f)]

DETAILS OF EXISTING COMMITMENTS & ON GOING WORKS TO BE COMPLETED

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

Signature of Bidder

SCHEDULE - VI

[Reference Clause 3(g)]

DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

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

Signature of Bidder

SCHEDULE -VII

[Reference Clause 3(h)]

BID CAPACITY

Name of Bidder: - _____

1.	A = Maximum value of civil Engineering works Executed in any one year during the last five Years (Updated to present price level)	_____Lacs	Certified details enclosed at No. _____	Page
2.	N = Number of years prescribed for completion of the Work for which bids are invited	0.33		
3.	B = Value, at present price level of existing Commitments and on going works to be Completed during the next N Period.	_____Lacs	Certified details enclosed at Page No. _____	

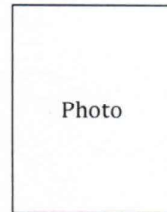
Bid Capacity = $A \times N \times 3 - B$

= _____Lacs

Signature of Bidder

ANNEXURE-I
(Reference Clause 3(i))

To be given self-declaration,
duly self attested



AFFIDAVIT

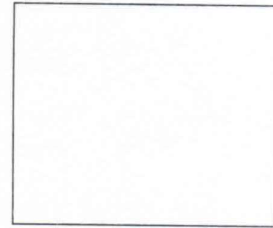
I/We.....S/O Shri..... Age.Year,
Residentof.....District..... Rajasthan

Proprietor/ Partner/ Authorize signatory of M/s.....here
by declare that the information furnished by me/us in schedule I to VII of the assessment Bid for the work -
Construction of 60 mtr missing link sector road A 3 of zone-8 area, JDA Jaipur. is correct
to the best of my/our knowledge and belief and nothing has been concealed therein. I am well aware of the
fact that If the information given by me is proved false/not true, i will have to face the punishment as per
the law. Also all the benefits availed by me shall be summarily withdrawn and JDA has right to reject the
Bid and to take action against me/us as per rules.

Enclose: I.D. proof with self-declaration

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

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



SELF-DECLARATION

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

Proprietor/ Partner/ Authorized signatory

M/s
.....

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

1. ROAD WORKS

The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per table-1. Road works executed by the Contracting agency shall be maintained by them at their own cost for Schedule as per table-1 (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.

No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during Defect Liability Period.

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

The word "Maintenance of Road Works during Defect Liability Period" means

- (i) Routine maintenance of Road Works,
- (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the Road Surface with good riding quality and
- (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.

The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after Schedule as per table-1.

The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

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

Table-I

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

1.7 (b) The routine maintenance activities and their periodicity

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not)	As and when required.
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting <u>once in every one and half years.</u>
6	Road Marking, Kerb Stone/Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting <u>once in every one and half years.</u> Ordinary Paint Maintenance as and when required. Repainting <u>thrice in every years.</u>
7	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.

2. General

Inspection of works during Defect Liability Period

The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particular attention on those road sections, which are likely to be damaged during rainy season.

One register has to be maintained by every A.E.n for recording the inspection details of works in his jurisdiction under defect liability period.

Conditions regarding Security Deposit

Security for DLP-

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

Refund of SD -

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

S.No.	Released SD DLP period	1 st year	2 nd year	3 rd year	5 th year
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

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

- (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 RTTP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/ 2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
- (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

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

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

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

Force Majeure

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

**Signature of Bidder
with full address :**

**Executive Engineer (8)
JDA, Jaipur**

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name:-.....

Designation:-.....

Address:-

Annexure C: Grievance Redressal during Procurement Process

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

The designation and address of the Second Appellate Authority is **ACS UDH.**

(1) Filing an appeal:-

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

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

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

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

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

(4) Appeals not to lie in certain cases:-

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

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

(5) From of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

2. Procuring Entity's Right to Vary quantities.

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provide in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

FORM No. 1
[see rule 83]

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

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

- 1- Particulars of appellant :
 - (i) Name of the appellant :
 - (ii) Official address, if any:
 - (iii) Residential address:
- 2- Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
- 3- Number and date of the order appealed against and name and designation of the office/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
- 4- If the Appellant propose to be represented by a representative the name and postal address of the representative:
- 5- Number of affidavits and documents enclosed with the appeal:
- 6 Grounds of appeal:
(Supported by an affidavit)
- 7- Prayer :

Place :.....

Date :

Appellant's Signature



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

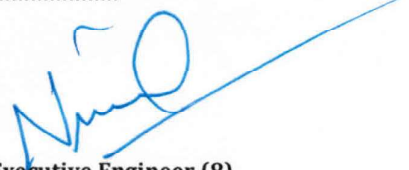
FINANCIAL BID

Envelope-2

FOR

Construction of 60 mtr missing link sector road A 3 of zone-8 area, JDA Jaipur.

Period of Online Sale : 22/02/2023 to 13/03/2023 upto 6:00 PM
Date of Online submission of the bid : 22/02/2023 to 13/03/2023 upto 6:00 PM
Date of opening of technical bid : 16/03/2023 at 12:30 PM In the Room No. SF-201A, CCC,
Building Ram Kishore Vyas Bhavan, Indira Circle,
JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan).
Date of opening of financial bid : Success full technical bidder will be informed later on
Cost of Tender : Rs. 1000 /-
Completion period : 4 Months
Name of Agency M/s :


Executive Engineer,(8)

 **JDA, Jaipur.**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

Name of Work: -

Construction of 60 mtr missing link sector road A 3 of zone-8 area, JDA Jaipur.

- | | |
|---|--|
| 1. NIB No. | : EE-8/24/2022-23 |
| 2. Approximate cost | : Rs. 667.00 Lacs |
| 3. Cost of the bid document | : Rs.1000/-. The Bidders are required to submit cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jda.urban.rajabsthan.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.2500/- (In favour of M.D. R.I.S.L., Jaipur.) |
| 5. Earnest Money | : Amount (INR) : 2% (Rs 13,34,000/-) (For AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 3,33,500/-) (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 12 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 | : 22/02/2023 to 13/03/2023 upto 6:00 PM |
| 7. Date & Time of receiving tender Online | : 22/02/2023 to 13/03/2023 upto 6:00 PM |
| 8. Date of submission of Bid Cost, Process Cost & Bid Security Online | : 22/02/2023 to 13/03/2023 upto 6:00 PM through online payment after registering with JDA on www.jda.urban.rajabsthan.gov.in/e-services/e-tender portal. |
| 9. In case EMD in form BG original bank guarantee is to be submitted start and date | : Up to 15/03/2023 6:00 PM |
| 10. Date of opening technical bid | : 16/03/2023 at 12:30 PM in Room No. SF-201A, CCC, Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) |
| 11. Completion period of work | : 4 Months |

SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

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

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

The drawing may be seen in office of the undersigned.

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

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

SCHEDULE - D: TEST OF THE MATERIALS:

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

SCHEDULE - E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

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

SCHEDULE - G: ATTACHED SEPARATELY BASED ON JDA BSR 2016 AND JDA NON BSR, JAIPUR.**SCHEDULE - H: SPECIAL CONDITION:**

Attached Separately.

SCHEDULE - I: LIST OF MATERIAL TO BE SUPPLIED BY THE DEPARTMENT: - NIL**SCHEDULE - J: COST OF BID DOCUMENTS, PROCESSING FEES & EARNEST MONEY.**

Date of submission of Bid Cost, Process Cost from 22/02/2023 to 13/03/2023 upto 6:00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

Signature of the Bidder

With full Name, Address and Mobile No.


Executive Engineer (8)
JDA, Jaipur.

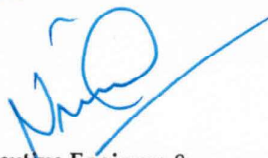
SPECIAL CONDITIONS

SCHEDULE 'H'

1. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the bidder at his own level/cost?
2. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
3. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
4. The JDA shall have right to cause 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 than that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
5. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Whenever any claim against the bidder for the payment of a sum of money arises out of or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the bidder. In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may 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.
7. The rate quoted by the bidder shall remain valid for a period of **Four Months** from the date of opening of the bids.
8. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3-para 36) and subsequent modification.
9. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
10. All transaction in 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 bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement.
12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Batch Mix plants and paver, road roller, Tarboiler, sprayer etc.
13. The bidder shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of bidders provide that work; upto five times limit for which they are qualified for bidding can be allotted to them Therefore, before bid the bidders will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
17. The rates provided in bid documents are inclusive of all Taxes royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.

20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Bidder at his own cost.
21. Undersigned has full right to reject any or all bids without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. **Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads 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 will be imposed as per rules..
29. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
30. **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.
31. **(A)** The Affidavits and annexure 'B' be enclosed by the bidder regarding Qualification fo RTPP Act 2012& Rule-2013 along with bid documents, should be signed by the participating bidders 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 bidders before uploading the tender document otherwise the bid of the bidder will be rejected as per order no. 194 dated 06.09.2022

Signature of Bidder
with full address & Mobile No.

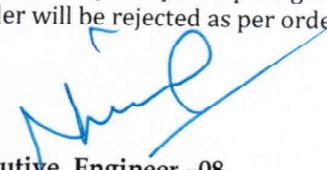

Executive Engineer-8
JDA, Jaipur 4

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 बिडर द्वारा Online नहीं जमा कराई जावे, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नहीं की जावेगी।
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 जावे।
6. जविप्रा के आदेश क्रमांक 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 fo RTPP Act 2012& Rule-2013 along with bid documents, should be signed by the participating bidders 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 bidders before uploading the tender document otherwise the bid of the bidder will be rejected as per order no. 194 dated 06.09.2022

Signature of Contractor
with full address & Mobile No.


Executive Engineer -08
JDA, Jaipur. (4)

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

1. ROAD WORKS

The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per table-1. Road works executed by the Contracting agency shall be maintained by them at their own cost for Schedule as per table-1 (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.

No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during Defect Liability Period.

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

The word "Maintenance of Road Works during Defect Liability Period" means

- (i) Routine maintenance of Road Works,
- (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the Road Surface with good riding quality and
- (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.

The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after Schedule as per table-1.

The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

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

Table-I

S.No.	Type of work	DL P Per iod
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii) New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to building structure and other civil works.	5 Years
9	Electric work except maintenance	3 Years
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years

1.7 (b) The routine maintenance activities and their periodicity

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not)	As and when required.
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting <u>once in every one and half years.</u>
6	Road Marking, Kerb Stone/Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting <u>once in every one and half years.</u> Ordinary Paint Maintenance as and when required. Repainting <u>thrice in every years.</u>
7	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.

2. General

Inspection of works during Defect Liability Period

The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those road sections, which are likely to be damaged during rainy season.

One register has to be maintained by every A.En for recording the inspection details of works in his jurisdiction under defect liability period.

Conditions regarding Security Deposit

Security for DLP-

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

Refund of SD -

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

S.No.	Released SD DLP period	1 st year	2 nd year	3 rd year	5 th year
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.

- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but later finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/ 2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
- (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

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

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

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

Force Majeure

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

**Signature of Bidder
with full address :**

**Executive Engineer (8)
JDA, Jaipur**

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name:-.....

Designation:-.....

Address:-

Annexure C: Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal:-

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

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

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

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

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

(4) Appeals not to lie in certain cases:-

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

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

(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

2. Procuring Entity's Right to Vary quantities.

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provide in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

FORM No. 1
[see rule 83]

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

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

- 1- Particulars of appellant :
 - (i) Name of the appellant :
 - (ii) Official address, if any:
 - (iii) Residential address:
- 2- Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
- 3- Number and date of the order appealed against and name and designation of the office/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
- 4- If the Appellant propose to be represented by a representative the name and postal address of the representative:
- 5- Number of affidavits and documents enclosed with the appeal:
- 6 Grounds of appeal:
(Supported by an affidavit)
- 7- Prayer :

Place :

Date :

Appellant's Signature

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work : -Construction of 60 mtr missing link sector road A 3 of zone-8 area JDA, Jaipur.

G-Schedule

						JDA BSR 2016
S. NO.	BSR No.	PARTICULARS	Unit	Qty	Rate	Amount
1	R-3-3.5-iii	Excavation in Soil using Hydraulic Excavator and Tippers with disposal upto 1000 m Excavation for roadwork in soil with hydraulic excavator of 0.9cum 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 1.5m and lead upto 1000m as per MoRD Specification Clause 302.3	Cum	36000.000	26.10	939600.00
2	R-3.3.3	Construction of Embankment with Material Obtained from Roadway Cutting Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of Tables 300.1 and 300.2 as per MoRD Specification Clause 301.5	Cum	18000.000	31.50	567000.00
3	R2- 2.2.II A	Clearing and Grubbing Road Land including uprooting wild vegetation, grass, bushes, shrubs, saplings and trees of girth upto 300 mm, removal of stumps of such trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, upto a lead of 1000 m including removal and disposal of top organic soil not exceeding 150 mm in thickness as per MoRD Specification Clause 201 By Mechanical Means In area of non-thorny jungle	Hectare	9.000	8802.00	79218.00
4	R 4.2.iv	Construction of Gravel / Soil Aggregate Sub-base/Base by providing well graded material of nominal maximum size grading 80 mm as per Table 2.3 of IRC SP 77-2008, spreading in uniform layers with tractor mount appropriate grading arrangements on prepared surface, mixing by mix in place method at OMC with tractor mount appropriate rotavator attachment and compaction with three wheel 80-100 KN Static Roller capacity to achieve the desired density complete as per specifications contained in Para 2.2.3.6 and 3.7 of IRC SP 77-2008	Cum	11890.000	531.00	6313590.00
5	R-4-4.9	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 1 km lead	Cum	14862.500	1071.00	15917737.50
6	R-5-5.1-i	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	Sqm	59450.000	31.50	1872675.00
7	R-5-5.2-i	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	59450.000	9.00	535050.00

S. NO.	BSR No.	PARTICULARS	Unit	Qty	Rate	Amount
8	R-5-5.2-iii	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.	Sqm.	59450.000	10.80	642060.00
9	R-16-16.10-I.ii	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) In MT	P.MT	6836.750	2722.50	18613051.88
10	R-16-16.11-6.ii	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)	P.MT	5516.960	2934.00	16186760.64
11	R-10-10.21	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.	Sqm	3254.000	436.50	1420371.00
12	R-16-16.25	Supply of Hazard Marker made out of 2 mm thick M.S. sheet size 300x300x3 mm framed with angle iron 25x25x3 mm and fixed on channel posts 75x40x6 mm and hold fast at bottom whole body is painted in white stoving enamel and 6 Nos., 5 cm dia reflective sheet on white reflective background with additional border of 1.25 cm all around it.	Each	120.000	571.50	68580.00
13	01-03	Providing and fixing reinforced concrete precast kerb stone or dand R.Mtr of M-20 grade cement concrete 120 cm long having 4 Nos. bars of 8 mm dia hysd and stirrups 6 Nos of 6 mm dia as per IS with in built provision of interlocking of jointing and lifting compaction of reinforced concrete by mechanical and table vibrators jointing at site with cement mortar 1:4 complete in all respect as directed by Engineer incharge on: 100 mm thick cement concrete 1:4:8 (1 Cement : 4 Coarse sand : 8 stone aggregate 20 mm thick nominal size) including excavation of earth and cutting of BT road cutting of WBM road etc. and disposal of surplus material with all lead and lift. The size of kerb shall be (11.5+16.5)/2*30+(16.5*7.5)	P. Rmt	4100.000	617.00	2529700.00
14	R-10-10.5	Painting Two Coats on New Concrete Surfaces Painting two coats including primer coat after filling the surface with synthetic enamel paint in all shades on new, plastered / concrete surfaces as per drawing and MoRD Specification Clause 1701	Sqm	1845.000	52.20	96309.00
15	R-4-4.1-A.ii	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	1845.000	378.00	697410.00
16	16.77-7-8	Earth, Sand, Lime, Morrum manure or sludge Add for each 1 Km beyond 1st Km(upto 5 Km.)	Cum	18000.000	10.80	194400.00
Total						66673513.02


Executive Engineer-08
JDA, Jaipur

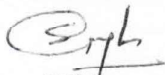
JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

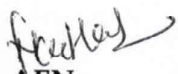
Name of work:- Construction of 60 mtr missing link sector road A 3 of zone-8 area JDA, Jaipur.

Factor for Price Escalation

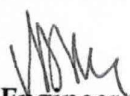
Labour (P_1)	8.43%
Cement (P_c)	1.17%
Steel (P_s)	0.75%
Bitumen - (P_b)	43.72%
POL-P	6.16%
Other materials (P_m)	39.77%
Total	100.00%

So component factor for price escalation is submitted for approval please.


JEN
JDA,Jaipur


AEN
JDA,Jaipur


Executive Engineer-8
JDA,Jaipur


Supdt. Engineer-
JDA,Jaipur