

**Detailed NIB
NIB No. EE-9/41/2022-23**

Name & Address of the Procuring Entity	➤ Name: Executive Engineer, Zone-9, Jaipur Development Authority ➤ Address: Room No. 104, Court Building 1st Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)
Subject Matter of Procurement	Construction and renewal of sector roads in zone-9, JDA, Jaipur (ARC). Job No.: 478/2022-23
Time Period	12 Months
Bid Procedure	Two stage tender (eg. Two part (envelope) open competitive E bid procedure at www.eproc.rajasthan.gov.in)
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Website for online bid application participation and payment*	➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing fee and Bid Security Deposit, online only. - o Bidding document fee: Rs. 1,000/- Rupees (Rs. One Thousand only) - o RISL Processing fee :Rs. 2,500/- Rupees (Rs. Two Thousand Five Hundred only) - o Requisite Bid Security Deposit.
Estimated Procurement Cost	➤ INR 6,23,00,000 /- (Rs. Six Crore Twenty Three Lacs Only)
Bid Security Deposit *	➤ Amount (INR): 2% of Estimated Procurement Cost, 0.5% 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% (Rs. 12,46,000/-) for Bidder who is AA class contractor registered in other Government Department/ 0.5% (Rs. 3,11,500/-) for bidder register as contractor AA in JDA) ➤ In case of Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertaking of the Central Government shall submit a bid securing declaration in lieu of bid security.
Applying Bid and marking Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 25.02.2023 ➤ End Date: 16.03.2023 at 06.00 PM
Bid Submission on e-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date: 25.02.2023 ➤ End Date: 16.03.2023 at 06.00 PM
Physical BG (Bid security) submission start & closing date	➤ In case EMD in from BG Original Bank Guarantee is to be submitted in Room No. 104, Court Building, 1st Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan) by 17.03.2023 to 20.03.2023 upto 06.00 PM
Date/Time/Place of Tech. Bid Opening	➤ 22.03.2023 at 11:00 AM ➤ Room No. 103, Court Building, 1st Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)
Bid Validity	120 days from the bid submission deadline

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

A. Payment Options :

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

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The 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 EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

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

If the bidder selects 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, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://www.eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.


Executive Engineer-9
JDA, Jaipur
Procuring Entity


TECHNICAL BID

(POTENTIAL ASSESSMENT)

FOR

Name of Work : Construction and renewal of sector roads in zone-9,
JDA, Jaipur (ARC).

Period of Sale 25.02.2023 To 16.03.2023

Date of receipt of the bid
From 25.02.2023 To 16.03.2023 upto 6.00 PM

Date of opening of Technical bid 22.03.2023 at 11.00 AM in the chamber of S.E.- IX,
JDA, Jaipur

Cost of Bid fees Rs 1000.00 in favour of Secretary, JDA, Jaipur
(ONLINE)

Cost of Processing fees Rs 2500.00 in favour of MD RISL, Jaipur.
(ONLINE)

Completion Period 12 months



EXECUTIVE ENGINEER(ZONE 9)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR 82

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

GENERAL DETAILS OF BID

1.	NIB No.	EE-9/41/2022-23
2.	Name of the work	Construction and renewal of sector roads in zone-9, JDA, Jaipur (ARC.)
3.	Estimated Cost	Rs. 623.00 Lacs
4.	Cost of the Bid Document& processing fee	Rs.1000.00 in Favour of Secretary JDA, Jaipur & Rs. 2500.00 in favour MD RISL, Jaipur through ONLINE.
5.	Earnest Money	- Amount (INR) :2% (Rs.12,46,000 /-) (For AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% (Rs. 3,11,500/-) (For Contractor registered in JDA) for Bidder registered as contractor in JDA, (*2% for Bidder Who is AA Class contractor registered in other Govt. Department /0.5 % for Bidder registered as contractor in AA in JDA) - In case of Departments of the State Government and undertakings] Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
6.	Completion Period	12 Months.
7.	Sales of Bid	FROM 25.02.2023 To 16.03.2023 upto 6.00 PM
8.	Date of submission of the Bid	25.02.2023 To 16.03.2023 upto 6.00 PM
9.	Date of opening of Technical Bid	22.03.2023 AT 11.00 AM in chamber of SE-IX, JDA, Jaipur
10.	DD Submission date & Time	Payment will be made through ONLINE
11.	Bid Document issued to	M/s -----
12.	Bid cost deposit	Receipt No. ----- Dated -----


EXECUTIVE ENGINEER (ZONE-9)
 JAIPUR DEVELOPMENT AUTHORITY
 JAIPUR

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

Name of Work:- Construction and renewal of sector roads in zone-9, JDA, Jaipur (ARC)

1. NIB No. : EE-9/41/2022-23
2. Approximate cost : Rs. 623.00 Lacs
3. Cost of the Bid document : Rs. 1000.00 (In favour of Secretary, JDA, Jaipur.) & Rs. 2500.00 in favour MD RISL, Jaipur
4. Earnest Money : Amount (INR) : 2% (Rs. 12,46,000 /-) (For AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% (Rs.3,11,500/-) (For Contractor registered in JDA) for Bidder registered as contractor in JDA,
(*2% for Bidder Who is AA Class contractor registered in other Govt. Department /0.5 % for Bidder registered as contractor in AA in JDA)
In case of Departments of the State Government and undertakings] Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
5. Sale of Bid document : FROM **25.02.2023 To 16.03.2023** upto 6.00 PM
6. Date & Time of submission of Bid : **25.02.2023 To 16.03.2023** upto 6.00 PM
7. Date & Time of open Tech. Bid : 22.03.2023 AT 11.00 AM
8. Completion period of work : 12 Months
9. DD Submission Date & Time (Payment will be made through ONLINE)

SCHEDULE – A: INFORMATION USEFUL FOR THE BIDDERS:

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

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

The drawing may be seen in office of the undersigned.

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

SCHEDULE - D: TEST OF THE MATERIALS:

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

SCHEDULE – E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

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

SCHEDULE – G: BOQ IS ATTACHED SEPARATELY BASED ON JDA BSR2016 (JDA BUILDING/ROAD & NH BSR 2013, 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.

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

**Signature of the Bidder
With full Address**


**Executive Engineer Zone-9
JDA, Jaipur.**

SPECIAL CONDITIONS

SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the bidder at his own level /cost.
02. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
03. The bidder shall follow the bidderlabor regulation and abolition Act 1970 & Rule1971.
04. The JDA shall have right to cause an audit technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less then that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
5. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Wherever any claim against the bidder for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the bidder, In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
7. The rate quoted by the bidder shall remain valid for a period of 4 (Four) months from the date of opening of the bids.
8. By submission of this Bid the bidder agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
9. No conditions are to be added by the bidder and conditional Bid is liable to be rejected.
10. All transaction in this execution of this work and this bid will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his Bid prior to expiry of said validity period given at S.No. 8 or mutually extended prior or makes modifications in the rate, terms and conditions of the Bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a Bid does not execute the agreement or start the work or dose not complete the work and the work has to be put to rebidding he will stand

- debarred for six months from participating of Biding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
 13. The bidder shall arrange his own Storage tanks up to 10 tones capacity for strong bulk bitumen. Wherever supplied by the department.
 14. Rules regarding enlistment of bidder provide that work up to the times limit for which they are qualified for Biding can be allotted to them, therefore, before bidders the bidder will keep this in mind, and submit the details of the work. Bid with incomplete or incorrect information are liable to be rejected.
 15. Any material not conforming to the specifications collected at site have to be removed by the bidder within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the bidder after expiry of 3 days period's
 16. The material collected at site and paid provisionally shall remain under and ward of the bidder till it is consumed, fully on the work.
 17. The rates provided in Bid documents are inclusive of all Taxes and royalty
 18. For paver work at lest 3 road rollers shall be simultaneously deployed.
 19. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
 20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the Bidder at his own cost.
 21. Undersigned has full right to reject any or all Bids without given any reasons.
 22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
 23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the etc."
 24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.
 25. The Bidder are required to submit copy of their enlistment as bidder.
 26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
 27. Any Bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from Biding for three months in JDA.
 28. The bidder will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
 29. All the provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and rules 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 shall be applicable.

30. "75A. Additional Performance Security.- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation : For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

31. Annexure 'B': be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.

Signature of Bidder
With full Address


Executive Engineer-9
JDA, Jaipur.

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

1. ROAD WORKS

- 1.1 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.
- 1.2 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.
- 1.3 The word "Road Works" means all new Road Works construction, strengthening and renewal works.
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
 - (i) Routine maintenance of Road Works,
 - (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the Road Surface with good riding quality and
 - (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after Schedule as per table-1.
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.
- 1.7 **(a) The routine maintenance activities and their periodicity as per JDA Office order no: JDA/Ex.En.(TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016**

Table-I

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

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

1.7 (b) The routine maintenance activities and their periodicity

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

2. General

2.1 Inspection of works during Defect Liability Period

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

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

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

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

Various conditions for managing DLP are as under:-

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

2.2.3 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-9
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

ADDITIONAL SPECIAL CONDITION:-

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


Executive Engineer-9
JDA, Jaipur

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

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 to Executive Engineer Zone 12A JDA Jaipur for procurement of **Construction and renewal of sector roads in zone-9, JDA, Jaipur (ARC)** in response to their Notice inviting Bids No EE-9/41/2022-23 I/we.....hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that :

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring 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 :

Place :

Signature of bidder

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/ Principal Secretary
UDH. Govt. of Rajasthan

(1) Filing an appeal:-

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

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

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

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall 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 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

FORM No. 1
[see rule 83]

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

Appeal No.....ofBefore
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

Specified Bank Guarantee Performa

Section - 6

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

To

Secretary,

Jaipur Development Authority,

Jaipur

Sub: Bank Guarantee No. _____ dated _____ for [amount of Security in figures]

[in words] on behalf of _____ [Name of the Bidder] against the

Security Deposit for the work of "**Construction and renewal of sector roads in zone-9, JDA,**

Jaipur (ARC)." WHEREAS, _____ [name of Bidder with address]

(hereinafter called "the Bidder") has submitted his Bid dated

_____ for the work of

"Construction and renewal of sector roads in zone-9, JDA, Jaipur (ARC)" (hereinafter

called "the Bid"). KNOW ALL PEOPLE by these presents that we _____

_____ (Name of Bank) of having our registered office at

_____ [name of country] having our registered office at

_____ (hereinafter called "the Bank") are bound unto Secretary, Jaipur

Development Authority. (Hereinafter called "the Employer") in the sum of Rupees

_____ [Amount of Security in figures] _____ (in words) only for

which payment will and truly to be made to the said Employer, the Bank binds itself, its

successors, and assigns by these presents.

That on demand of JDA, this Bank Guarantee is in cashable at following branch in Jaipur City.

1. Name of Bank:

2. Name of the branch with branch code:

3. Address:

4. E-Mail Id:

5. Telephone No.

6. Fax No.:

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20 ____.

THE CONDITIONS of this obligation are:

(1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;

(2) if the Bidder refuses to accept the correction of errors in his bid;

(3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

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

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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

Date _____ Signature of the Bank _____

Witness _____ Seal _____
[Signature, Name and Address]

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



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

www.jda.urban.rajasthan.gov.in

No. JDA/ E.E. & (TA to Dir. Engg.-I)/2022/D-194

Dated: - 6/9/2022

Office Order

In the standard bid document (Two bid system) of JDA, Clause 5: Rejection of Bids, subclause (iii) shall be replaced and read as under with immediate effect:-

S.N.	Provision as per standard Bid document	As per GoR orders F.8(15)Fin/SPFC/2020 dated 17.05.2022
1.	"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."	The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/type of file specified in evaluation and Qualification criteria 'All the documents uploaded, should be digitally signed with the DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed'.

The following additional condition should be added in the standard Bid document (Two Bid system)

1. The Affidavits and Annexure 'B': be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.
2. In case of single Bid system Annexure 'B': be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.

This will be enforced with immediate effect.


Director Engineering-I
JDA, Jaipur

Copy to:-

1. Director (Engineering-I/II/III/IV), JDA, Jaipur.
2. Director (Finance), JDA, Jaipur.
3. C.F. JDA, Jaipur.
4. All Additional Chief Engineers, JDA, Jaipur.
5. All Superintending Engineers, JDA, Jaipur.
6. All Executive Engineers, JDA, Jaipur for include this in every bid instead of previous condition.
7. O.S.D. (RM)/A.D.R., JDA, Jaipur.
8. Sr. Horticulture, JDA, Jaipur.
9. Sr. A.O., JDA, Jaipur.


Director Engineering-I
JDA, Jaipur

C:\Users\Admin\Desktop\Office Order Letter Head-English\UO Note 2022.docx

Ram Kishor Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004
Direct Line - (+91-141-2563234) : EPABX - (+91-141-2569696 Extn : (7203) : Fax - (+91-141-2574555

JAIPUR DEVELOPMENT AUTHORITY JAIPUR
SPECIAL CONDITONS OF CONTRACT FOR POTENTIAL ASSESSMENT OF
BIDDERS

Name of Work: Construction and renewal of sector roads in zone-9, JDA, Jaipur (ARC).

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, joint ventures are allowed.

Procedure:

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

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

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

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

- (b) The Technical Bid will be opened only of those bidders whose proper earnest money, Bid document Fees & processing fess will be cleared by the ONLINE payment system. GST Registration and copy of registration of contractor in required category are found to be order. The earnest money will be accepted only in form of ONLINE payment system in the name of Secretary, JDA, Jaipur & Processing fee in favour MD RISL, Jaipur
- (c) The Technical bid would be opened on **22.03.2023 at 11.00 AM** in the Chamber of S.E-IX, J.D.A, Jaipur
- (d) The Financial Bid Envelope would be opened only of those bidders who will fulfill the **POTENTIAL ASSESSMENT** criteria.

2. Criteria:

Criteria for **POTENTIAL ASSESSMENT** would be as follows:-

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

S.No.	Item	Quantity
1	GSB/ WBM/WMM	8505.00 Cum
2	Bituminous work by paver	4324.32 MT

Note :-

6. **The Bidder should enclose the certificate having quantities Financial year wise otherwise the certificate will not be considered.**
- (ii) **Quantities of all the items mentioned in criteria 2 (a) should be executed in one financial year.**
7. **Certificate issued by Govt. of India, State Govts., Union Territory, Govt. Undertakings, Autonomous Bodies shall only be considered.**

- (b)The bidder should have completed at least one work of similar nature of work in last fiveFinancial years (including current year, if opted by the bidder) of the value not less than 33.33% (Rs.207.31 lacs) of the cost of the work (bid cost) updated to present price level)

Note :-

- (i) **The starting & completion date of the work is to be in between above said financial year. If no then maximum work (70%) is to be completed in above said financial year.**
- (ii) **If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.**

8. The bidder should have achieved an annual financial turnover of at least 33.33% (Rs. 207.31 Lacs) of the estimated cost of work (bid cost) in any one of the last five financial year years (including current year, if opted by the bidder).

Note :-

9. **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 I.**
- (ii) **If current year or last year has been opted by bidder whose balance sheet is not submitted till the submission of bid then certificate from Chartered Accountant should be enclosed.**
- (d) The bidder should give Affidavit to deploy the machinery and equipment as specified in Schedule – III for the execution of this work.

- (e) Bid Capacity: Bidders who meet the minimum qualification criteria will be qualified only if available bid capacity is equal to or more than the total Bid Value.

The available bid capacity will be calculated as under:

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

Where

- A = Maximum value of civil engineering work executed in any one year during the last 5 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However the bidder may opt. The current year in the above said five years assessment period.
- N = Number of year prescribed for completion of the work for Which bids are invited. In present case the value of N is 1.0
- 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:-

10. Certificate from Chartered Accountant should be enclosed by bidder clearly indicated maximum value of Civil Engineering Work in one Financial Year.

11. Litigation History: -Bidders should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The max value (updated at the present price level) of Disputed Amount claimed in Litigation/Arbitration resulting from contracts executed in last five years shall be furnished in Schedule VI.

Note :-

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

(a)	For current year	(2022-23)	1.00
(b)	For last year	(2021-22)	1.00
I	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

12. Documentation:

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

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

4. Important:

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

5. Rejection of bids

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

- (i) If Bid is not accompanied with the requisite documents mentioned in clauses 3 (a) to 3 (i) or is not in accordance with procedure specified in Para 1, or is not accompanied with earnest money & GST clearance Certificate and registration of bidder in required category it would be liable for rejection
13. 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 or affidavit is not duly attested by notary public / 22 gazette officer then bid of the bidder is to be rejected.


EXECUTIVE ENGINEER (ZONE-9)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

SCHEDULE – I
FINANCIAL RESOURCES AND CAPABILITY
(Reference Clause 3 (a))

1.Name of Bidder M/S.

2.Total financial turnover achieved by the bidder in the last Five financial years:

	Year	Turnover
(1)	2021-2022	
(2)	2020-2021	
(3)	2019-2020	
(4)	2018-2019	
(5)	2017-2018	

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

14. Total financial Turnover projected in the current financial year.

4. Has bidder ever been debarred from Biding for Central Government / any State Government / any Government undertaking?

Yes / No if yes give details.

15. Has bidder ever been declared insolvent?

Yes/No if yes give details

16. Name(s) and Branch/(s) for bidder's Bankers:

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

Date:

Signature of Bidder
With Seal wherever applicable

Signed
Photograph of
Applicant

To be given on Non-Judicial stamp
Paper of Rs. 50/- only,

Schedule – III
[Reference Clause 3(d)]

AFFIDAVIT

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

S.No.	Name of Machinery	Minimum Requirement	Availability
1	Fully Automatic computerized batch Type HMP(Hot Mix Plant)(Owned/lease)	1 No.	
2	Vibratory Roller / Tandem Roller (Owned/lease)	1 No.	
3	Sensor paver (Owned/lease)	1 No.	
4	Static Roller (Owned/lease)	3 No.	
5	Pneumatic Tyre Roller (Owned or Lease)	1 No.	
6	Bitumen boiler with sprayer (Owned/lease)	1 No	
7	J.C.B (Owned or lease)	2 No	
8	Grader (Owned or lease)	1 No	
9	Tractor/ Truck / Dumper/ Tipper (Owned or lease)	12 No	
10	Compressor (Owned or lease)	1 No	
11	Concrete Mixer	2 No.	
12	Generator set (Owned or lease)	1 No	

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

Date:

Signature of Bidder
(With seal)

SCHEDULE – II

[Reference clause 3(b)]

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

Details of Quantities of work enclosed

S. No.	Name of Works (with agreement No. & Date)	Client	Place (District/State)	Financial Year	Principal items of work				Page No. where certified copies enclosed
					Earth work	GSB/ WBM/WMM	Bituminous work by paver	Control CC M 30 & above	
1									
2									
3									
4									
5									

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

Signature of Bidder

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

SCHEDULE - IV

Reference Clause 3 (e)

DETAILS OF MAXIMUM VALUE CIVIL ENGINEERING WORKS EXECUTED IN ANY ONE YEAR DURING THE LAST FIVE YEARS TAKING INTO ACCOUNT THE COMPLETED AS WELL AS WORKS IN PROGRESS

[illegible]

Signature of Bidder

SCHEDULE - V

[Reference Clause 3(F)]

DETAILS OF EXISTING COMMITMENTS & ONGOING WORKS TO BE COMPLETED

[illegible]

Signature of Bidder

SCHEDULE VI

[Reference Clause 3(g)]

DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

S. No	Name of works (With agreement No. & date)	Client	Work order Amount	Disputed amount claimed in litigation arbitration	Date of raising Disputed Amount	Actual Award amount, if the case is decided.	Cause of litigation & matter in dispute

Signature of Bidder

SCHEDULE –VII

[Reference Clause 3(h)]

BID CAPACITY

Name of Bidder: - _____

1.	A = Maximum value of civil Engineering works Executed in any one year during the last five Years (Updated to present price level)	_____ Lacs	Certified details enclosed at Page No. _____
2.	N = Number of years prescribed for completion of the Work for which bids are invited i.e. 12 months.	1.0	
3.	B = Value at present price level of existing Commitments and ongoing works to be Completed during the next 12 months.	_____ 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)]

Signed
Photograph of
Applicant

To be given on Non-Judicial stamp
Paper of Rs. 50/- only,

AFFIDAVIT

I/We..... Proprietor/ Partner/ Authorized signatory of
M/s under take the oath that the information furnished by
me/us of the assessment Bid for
.....is correct to the best of my/our
knowledge and nothing has been concealed by me. I acknowledge that if in future any
information furnished by me is found incorrect I will be solely responsible and shall be
punished as per the law and also any benefits in any form obtained by me shall be
recoverable.

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

Note:-

The applicant has to enclose a self attested photo identity card with the above affidavit.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

FINANCIAL BID

(POTENTIAL ASSESSMENT)

Envelope – 2

FOR

NAME OF WORK : CONSTRUCTION AND RENEWAL OF SECTOR ROADS IN ZONE-9, JDA, JAIPUR (ARC).

Period of Download : 25.02.2023 To 16.03.2023

Period of Upload : 25.02.2023 To 16.03.2023

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

Date of opening of technical bid : 22.03.2023 at 11:00 AM (in the chamber of S.E.-IX, JDA, Jaipur.

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

Bid processing Fee : 2500.00 (in favour of MD RISL payable at Jaipur. ONLINE

: 12 Months


Executive Engineer-9
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of Work: - Construction and renewal of sector roads in zone-9, JDA, Jaipur (ARC).

- | | | |
|-----|---|---|
| 1. | NIB No. | : NIB-EE-9/ 41/ 2022-23 |
| 2. | Approximate cost | : Rs. 623.00 Lacs |
| 3. | Cost of the Bid document | : Rs. 1000.00 (In favour of Secretary, JDA, Jaipur.)
ONLINE |
| 4. | Bid Processing Fees | : Rs. 2500.00 (In Favour of M.D. RISL, Jaipur.) ONLINE |
| 5. | Earnest Money (In favour of Secretary, JDA, Jaipur.) | : Amount (INR) : 2% (Rs.12,46,000/-) (For AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% (Rs.3,11,500/-) (For Contractor registered in JDA) for Bidder registered as contractor in JDA,
(*2% for Bidder Who is AA Class contractor registered in other Govt. Department /0.5 % for Bidder registered as contractor in AA in JDA)
In case of Departments of the State Government and undertakings] Corporations, Autonomous bodies Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security |
| 6. | Download of Bid document | : 25.02.2023 To 16.03.2023 up to 6:00 PM |
| 7. | Upload the Bid Document | : 25.02.2023 To 16.03.2023 up to 6:00PM |
| 8. | Date of submission of Bid cost, Processing fees & EMD | : Payment will be made through ONLINE |
| 9. | Date of opening of Bid | : 22.03.2023 at 11:00 AM in chamber of SE-IX, JDA, Jaipur. |
| 10. | Completion period of work | : 12 Months |

SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

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

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

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

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

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

SCHEDULE - D: TEST OF THE MATERIALS:

The testing of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard MORTH/PWD detailed specification. Qualified personnel as required duly approved by JDA shall have to be engaged at site by the bidder at his cost. The JDA reserves the right to engage such staff and recover the expenses from the bidder on such account in case of his failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

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

**SCHEDULE - G: BOQ IS ATTACHED SEPARATELY BASED ON JDA BSR 2016 (BUILDING/ROAD)
& NH BSR(2016).**

SCHEDULE - H: SPECIAL CONDITION:

Attached Separately.

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

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

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

Signature of the Bidder

With full Address



Executive Engineer-9

JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE 'H'

05. 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.
06. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
07. The bidder shall follow the bidderlabour regulation and abolition Act 1970 &Rule1971.
08. The JDA shall have right to cause an audit technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the biddershall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less then that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
5. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Wherever any claim against the bidder for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the bidder, In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
7. The rate quoted by the bidder shall remain valid for a period of 4 (Four) months from the date of opening of the bids.
8. By submission of this Bid the bidder agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
9. No conditions are to be added by the bidder and conditional Bid is liable to be rejected.
10. All transaction in this execution of this work and this bid will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his Bid prior to expiry of said validity period given at S.No. 8 or mutually extended prior or makes modifications in the rate, terms and conditions of the Bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest

money given in any form absolutely. If any bidder, who having submitted a Bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding he will stand debarred for six months from participating of Bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement

12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
13. The bidder shall arrange his own Storage tanks up to 10 tones capacity for strong bulk bitumen. Wherever supplied by the department.
14. Rules regarding enlistment of bidder provide that work up to the times limit for which they are qualified for Bidding can be allotted to them, Therefore, before bidders the bidder will keep this in mind, and submit the details of the work. Bid with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site have to be removed by the bidder within a period of 3 days of the instruction, issued by the Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the bidder after expiry of 3 days period's
16. The material collected at site and paid provisionally shall remain under and ward of the bidder till it is consumed, fully on the work.
17. The rates provided in Bid documents are inclusive of all Taxes and royalty
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the Bidder at his own cost.
21. Undersigned has full right to reject any or all Bids without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the etc."
24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.
25. The Bidders are required to submit copy of their enlistment as bidder.
26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
27. Any Bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from Bidding for three months in JDA.
28. The bidder will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.

- 29 All the provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and rules 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 shall be applicable.
30. "75A. Additional Performance Security.- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation : For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

31. Annexure 'B': be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.

Signature of Bidder
with full address & Mobile No.


Executive Engineer-9
JDA, Jaipur

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

2. ROAD WORKS

- 1.1 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.
- 1.2 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.
- 1.3 The word "Road Works" means all new Road Works construction, strengthening and renewal works.
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
- (iv) Routine maintenance of Road Works,
- (v) 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
- (vi) Damages due to improper drainage / drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after Schedule as per table-1.
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.
- 1.7 **(a) The routine maintenance activities and their periodicity as per JDA Office order no: JDA/Ex.En.(TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016**

Table-I

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

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

1.7 (b) The routine maintenance activities and their periodicity

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

2. General

2.1 Inspection of works during Defect Liability Period

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

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

The 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:-

- (ix) 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.
- (x) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (xv) 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
- (xvi) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
- (d) 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.

- (e) 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.
- (f) Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE's after approval of these periods.

2.2.3 Force Majeure

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

Signature of Bidder
with full address :


Executive Engineer-9
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

ADDITIONAL SPECIAL CONDITION:-

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

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


**Executive Engineer-9
JDA, Jaipur**

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

Any person participating in a procurement process shall-

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to Executive Engineer Zone 12A JDA Jaipur for procurement of **Construction and renewal of sector roads in zone-9, JDA, Jaipur (ARC)**, in response to their Notice inviting Bids No EE-9/41/2022-23 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 Redressed during Procurement Process

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

The designation and address of the Second Appellate Authority is ACS/Principal Secretary UDH. Govt. of Rajasthan

(1) Filing an appeal:-

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued thereunder, 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:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Annexure D :Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

FORM No. 1
[see rule 83]

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

Appeal No.....ofBefore
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

www.jda.urban.rajasthan.gov.in

No. JDA/ E.E. & (TA to Dir. Engg.-I)/2022/D- 194

Dated: - 6/9/2022

Office Order

In the standard bid document (Two bid system) of JDA, Clause 5: Rejection of Bids, subclause (iii) shall be replaced and read as under with immediate effect:-

S.N.	Provision as per standard Bid document	As per GoR orders F.8(15)Fin/SPFC/2020 dated 17.05.2022
1.	"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."	The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/type of file specified in evaluation and Qualification criteria 'All the documents uploaded, should be digitally signed with the DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed'.

The following additional condition should be added in the standard Bid document (Two Bid system)

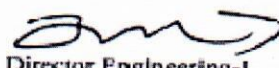
1. The Affidavits and Annexure 'B': be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.
2. In case of single Bid system Annexure 'B': be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.

This will be enforced with immediate effect.


Director Engineering-I
JDA, Jaipur

Copy to:-

1. Director (Engineering-I/II/III/IV), JDA, Jaipur.
2. Director (Finance), JDA, Jaipur.
3. C.F. JDA, Jaipur.
4. All Additional Chief Engineers, JDA, Jaipur.
5. All Superintending Engineers, JDA, Jaipur.
6. All Executive Engineers, JDA, Jaipur for include this in every bid instead of previous condition.
7. O.S.D. (RM)/A.D.R., JDA, Jaipur.
8. Sr. Horticulture, JDA, Jaipur.
9. Sr. A.O., JDA, Jaipur.


Director Engineering-I
JDA, Jaipur

C:\Users\Admin\Desktop\Office Order Letter Head-English UD Note 2022.docx

Ram Kishor Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004
Direct Line- (+91-141-2563234) : E-PABX - +91-141-2569696 Extn : {7203} : Fax - +91-141-2574555

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work :-Construction and renewal of sector roads in zone-9, JDA, Jaipur (ARC)

G-Schedule

**BSR For : 2016 JDA BSR (Road Works)-2015-2016
2016 JDA BSR (Carriage of Materials Road)-2015-2016
Amount And Rate In (Rs.)**

S. No	Particulars	Qty.	Unit	Rate	Amount
1	Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections, and transporting to the embankment location with a lift upto 1.5 m and lead upto 1000 m as per MoRD Specification Clause 302.3	35013.600	Cum	26.10	913854.96
2	Earth, Sand, Lime, Morrum manure or sludge. For 5 Km.	34973.900	Cum	54.00	1888590.60
3	By Mix in Place Method Construction of granular sub-base by providing well graded material, spreading in uniform layers with Tractor Mount Grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per MoRD Specification Clause 401 For grading Ist material	11340.000	Cum	400.50	4541670.00
4	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and MoRD Specification Clause 406. By Mechanical Means with all lead	14175.000	Cum	1071.00	15181425.00
5	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	56700.000	Sqm	31.50	1786050.00
6	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.	56700.000	Sqm	9.00	510300.00
7	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.	56700.000	Sqm	10.80	612360.00

8	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)	7756.560	MT	2722.50	21117234.60
9	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)	5216.400	MT	2934.00	15304917.60
10	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.	937.000	Sqm	436.50	409000.50
Total					62265403.26


EXECUTIVE ENGINEER-9
JDA, Jaipur.