

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR.

Name of Work: Construction of road from hanuman mandir to chhappar ki dhani in Jamwaramgarh Constituency zone 13, JDA, Jaipur.

Contract No: NIB No-EE-13/38/2023-24

Bidder Name :						
PRICE SCHEDULE						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	54	55
1	Excavation in Cutting in Soil. Excavation in Soil using Hydraulic Excavator and Tippers with disposal upto 1000 m. Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections, and transporting to the embankment location with a lift upto 1.5 m and lead upto 1000 m as per MoRD Specification Clause 302.3.	1080.000	Cum	26.10		INR Twenty Eight Thousand One Hundred & Eighty Eight Only
					28188.00	
2	Gravel/Soil Aggregate Base/Sub-base Nominal Maximum size Grading 80 mm (Table 2.3 of IRC SP 77-2008) Construction of Gravel / Soil Aggregate Sub-base/Base by providing well graded material of nominal maximum size grading 80 mm as per Table 2.3 of IRC SP 77-2008, spreading in uniform layers with tractor mount appropriate grading arrangements on prepared surface, mixing by mix in place method at OMC with tractor mount appropriate rotavator attachment and compaction with three wheel 80-100 KN Static Roller capacity to achieve the desired density complete as per specifications contained in Para 2.2, 3.6 and 3.7 of IRC SP 77-2008	843.750	Cum	531.00		INR Four Lakh Forty Eight Thousand & Thirty One and Paise Twenty Five Only
					448031.25	
3	Wet Mix Macadam Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and MoRD Specification Clause 406. By Mechanical Means with 1 km lead	1125.000	Cum	1071.00		INR Twelve Lakh Four Thousand Eight Hundred & Seventy Five Only
					1204875.00	
4	Granular sub-base/base/surface course with local materials (Table 400.13) by mix in place method normal Construction of granular sub-base by providing local material spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at once and compacting with smooth wheel roller to achieve the desired density complete as per Clause 401.4 as per MoRD Specification Clause 408. Using naturally occurring gravel	666.000	Cum	360.00		INR Two Lakh Thirty Nine Thousand Seven Hundred & Sixty Only
					239760.00	
5	Prime Coat: Low porosity- Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per MoRD Specification Clause 502	5625.000	Sqm	31.50		INR One Lakh Seventy Seven Thousand One Hundred & Eighty Seven and Paise Fifty Only
					177187.50	

Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	54	55
6	Tack Coat: Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	5625.000	Sqm	9.00	50625.00	INR Fifty Thousand Six Hundred & Twenty Five Only
7	Tack Coat: 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.	5625.000	Sqm	10.80	60750.00	INR Sixty Thousand Seven Hundred & Fifty Only
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) In MT	641.250	P.MT	2722.50	1745803.13	INR Seventeen Lakh Forty Five Thousand Eight Hundred & Three and Paise Twelve Only
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)	517.500	P.MT	2934.00	1518345.00	INR Fifteen Lakh Eighteen Thousand Three Hundred & Forty Five Only
10	Construction of un-reinforced, dowel jointed at expansion and construction joint only, plain cement concrete pavement, thickness as per design, over a prepared sub base, with 43 grade cement as per Clause 1501.2.2 M35 (Grade), coarse and fine aggregates conforming to IS:383, maximum size of coarse aggregate not exceeding 25 mm, mixed in a automatic concrete mixing plant, using approved mix design, transported in transit mixture from plant to work site, laid in approved fixed side formwork (steel channel, laying and fixing of 125 micron thick polythene film, wedges, steel plates including levelling the form work as per drawing), spreading the concrete with shovels, rakes, compacted using needle, screed and plate vibrators and finished in continuous operation including provision of contraction and expansion, construction joints, applying debonding strips, primer, sealant, dowel bars, near approaches to bridge/culvert and construction joints, admixtures as approved, curing of concrete slabs for 14-days, using curing compound and water finishing to lines and grade as per drawing and Technical Specification Clause 1501 Including vacuum dewatering process with all required equipments	262.500	Cum	5310.00	1393875.00	INR Thirteen Lakh Ninety Three Thousand Eight Hundred & Seventy Five Only
11	Bedding for Causeway Type A (concrete cradle) Bedding Clause 1402.5 Laying concrete cradle bedding with M15 Grade Cement Concrete as per Clause 1105 (i) P.C.C Grade M 15 Nominal Mix (1:2.5:5)	225.345	Cum	2736.00	616543.92	INR Six Lakh Sixteen Thousand Five Hundred & Forty Three and Paise Ninety Two Only

Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	54	55
12	Random Rubble stone masonry for with hard stone in foundation and plinth in Cement Sand mortar above Cement Mortar 1:6 (1-Cement : 6-Sand).	310.980	Cum	1770.30	550527.89	INR Five Lakh Fifty Thousand Five Hundred & Twenty Seven and Paise Eighty Nine Only
13	CEMENT CONCRETE (CAST-IN-SITU) Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M15 grade Nominal Mix 1: 2: 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size).	4.800	Cum	2882.70	13836.96	INR Thirteen Thousand Eight Hundred & Thirty Six and Paise Ninety Six Only
14	Providing and fixing PVC Bump Speed Breakers size 350 mm x 250 mm x 50 mm fitted with key hooks complete with labour material and traffic diversion arrangements.	3.750	R.Mtr.	1926.00	7222.50	INR Seven Thousand Two Hundred & Twenty Two and Paise Fifty Only
Total in Figures					805571.15	
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

जयपुर विकास प्राधिकरण, जयपुर

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

क्रमांक / जविप्रा / अधि.अभि. / 13 / 2023-24 / डी-

दिनांक:

बिड आमंत्रण सूचना

बिड संख्या- अधि.अभि.13 / 38 / 2023-24

जयपुर विकास प्राधिकरण द्वारा जोन 13 क्षेत्र में विधानसभा क्षेत्र जमवारामगढ़ में हनुमान मन्दिर से छापर की ढाणी तक सड़क निर्माण का कार्य जिसकी अनुमानित लागत 80.56 लाख रुपये के लिए ऑनलाईन निविदा दिनांक 01.10.2023 को सायं 6:00 बजे तक आमंत्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अंतिम तिथि 01.10.2023 को सायं 6:00 बजे तक है। **UBN No.** विस्तृत विवरण, जो कि निविदा प्रपत्र में उपलब्ध है, अद्योहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.raj.nic.in व www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

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

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

अधिशायी अभियन्ता-13

जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. CB-FF-108, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004

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

No:- JDA/EE-13/2023-24/D-

Dated:

NOTICE INVITING BID

NIB No. : EE-13/38/2023-24

Online Bids are invited for **Construction of road from hanuman mandir to chhapar ki dhani in jamwaramgarh constituency zone 13, JDA, Jaipur.** estimated cost of Rs. 80.56 Lacs up-to **6.00 PM of 01.10.2023** the last date for applying bid and making online payment on JDA portal is up- to 6.00 PM of **01.10.2023**. **UBN No.** Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in

To participate in the bid, bidder has to be:

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

Executive Engineer-13
JDA, Jaipur

जयपुर विकास प्राधिकरण, जयपुर

www.jdaurban.rajasthan.gov.in

क्रमांक: जविप्रा/तसनिअ-प्रथम/2022-23/डी-743

दिनांक 29/03/23

कार्यालय आदेश

जविप्रा में पंजीकृत विभिन्न संवर्ग की विभिन्न श्रेणियों के 5 वर्ष पूर्ण हो चुके स्थायी पंजीयको के रिव्यू हेतु समय-2 पर जारी आदेशों एवं कार्यालय आदेश क्रमांक 324 दिनांक 28.09.2022 के द्वारा दिनांक 31.12.2022 तक रिव्यू किया जाना था जिसे आदेश क्रमांक 516 दिनांक 30/12/22 के द्वारा बढ़ाकर 31.03.2023 तक किया गया था। जयपुर विकास कॉन्ट्रेक्टर्स एसोशियेशन के पत्र क्रमांक 29 दिनांक 28/03/2023 द्वारा अन्तिम अवसर देते हुए एक माह की समय सीमा बढ़ाने हेतु किये गये निवेदन को स्वीकार करते हुए रिव्यू तिथि दिनांक 30 अप्रैल, 2023 की जाती है।

समस्त संवेदकों को अन्तिम नोटिस/सूचना दी जाती है कि "जिन संवेदकों के पंजीयन को 5 वर्ष 3 माह पूर्ण हो चुके है वे अपने पंजीयन आदेशों का रिव्यू दिनांक 30.04.2023 तक करा लें। दिनांक 1 मई 2023 से जारी निविदाओं में पंजीयन का रिव्यू (Review) करवाये बिना भाग नहीं ले सकेंगे। शेष नियम एवं शर्तें आदेश क्रमांक 324 दिनांक 28.09.2022 के अनुसार ही लागू होंगी।"

उक्त आदेश सक्षम-स्तर से पुष्ट है।

SD
निदेशक अभियांत्रिकी-प्रथम
जविप्रा, जयपुर

क्रमांक: जविप्रा/तसनिअ-प्रथम/2022-23/डी-743

दिनांक 29/03/23

प्रतिलिपि:-

1. निजी सचिव, जयपुर विकास आयुक्त, जयपुर।
2. निजी सचिव, सचिव जविप्रा, जयपुर।
3. निदेशक अभियांत्रिकी-प्रथम/द्वितीय जविप्रा, जयपुर।
4. निदेशक (वित्त), जविप्रा, जयपुर।
5. अतिरिक्त मुख्य अभियंता एवं प्रभारी अधिकारी, अभियांत्रिकी-III/IV, जविप्रा, जयपुर।
6. वर्नसंरक्षक जविप्रा, जयपुर।
7. समस्त अतिरिक्त मुख्य अभियंता जविप्रा, जयपुर।
8. समस्त अधीक्षण अभियंता जविप्रा, जयपुर।
9. ओ.एस.डी. (आर.एम.) जविप्रा, जयपुर।
10. अति. निदेशक (राजस्व)/मुख्य लेखाधिकारी (पीएण्डए)/उप निदेशक (व्यय एवं बजट) जविप्रा, जयपुर।
11. संयुक्त आयुक्त (सिस्टम मैनेजमेन्ट) जविप्रा, जयपुर।
12. जनसम्पर्क अधिकारी जविप्रा, जयपुर को भेजकर निवेदन है कि सूचना समाचार पत्र में प्रकाशित करने का श्रम करें।
13. वरिष्ठ उद्यानविज्ञ जविप्रा/समस्त अधिशाही अभियंता जविप्रा, जयपुर को भेजकर लेख है कि 1 मई 2023 से आमंत्रित निविदाओं में निम्न शर्त का अंकन करें :-
जिन संवेदकों के पंजीयन को 5 वर्ष 3 माह पूर्ण हो चुके है उन्हें पंजीयन का रिव्यू नहीं करवाये जाने तक दिनांक 1 मई 2023 से आमंत्रित निविदाओं में भाग लेने से वंचित किया जाता है।
14. सिस्टम एनालिस्ट जविप्रा, जयपुर।
15. समस्त ठेकेदार एसोसिएशन जविप्रा, जयपुर।
16. नोटिस बोर्ड जविप्रा, जयपुर।
17. रक्षित पत्रावली।

34/6
29/03/2023

अधीक्षण अभियंता एवं
तक. सहा. निदे. अभि-प्रथम
जविप्रा, जयपुर



जयपुर विकास प्राधिकरण, जयपुर

www.jda.urban.rajasthan.gov.in

NO.JDA/DD(E&B)/2023/D-1/5

Dated: 18-4-2023

18/4

26/4

A.E-I/A.E-II

OFFICE ORDER

Sub.: Master Bid Document for bids to be invited in "Two Bid System" and "Schedules& specifications" for all types of bids.

In supersession of all the previous approvals/orders for the "Bid Document" and "Schedules& specifications" for all types of bids; the new "Bid Document" for two bid system and "Schedules& specifications" for all types of bids shall be applicable with immediate effect & is hereby enclosed for ready reference.

Therefore, It is directed all the Executive Engineers to adopt the new bid document and schedules & specifications for the bids invited under single part and two part bid systems.

Bid of the bidder (in single part bidding or two part bidding) can be opened only after receipt of following documents in order: -

- i. Proof of deposition of Bid security, bid cost, and Bid processing fees.
- ii. Copy of enlistment as a contractor in the appropriate category.
- iii. Duly fulfilled & signed with seal Annexure "B" in accordance to RTPP Act/Rules.

Two-part bid System will be applicable as under: -

Potential Assessment Method.

For road works - above Rs. 5.00Crore up-to 10.00Crores

For other works - above Rs. 3.00Crore up-to 5.00Crores

Post Qualification Method -

For road works - above Rs. 10.00Crore up-to 20.00Crores

For other works - above Rs. 5.00Crore up-to 15.00Crores



जयपुर विकास प्राधिकरण, जयपुर

www.jda.urban.rajasthan.gov.in

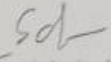
Pre-Qualification Method -

For road works - above Rs. 20.00Crore

For other works - above Rs. 15.00Crore

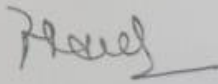
Note: Any change/modification if required with reference to approved Bid Conditions & Special Condition required to be added additionally, shall beget approved from Executive Committee prior to invitation of the bid.

It bears approval of competent authority


(Onkarmal Rajotiya)
Director (Finance)

Copy to the following for information and necessary action:-

1. P.S. to JDC, JDA, Jaipur.
2. Director (Engineering-I/II), JDA, Jaipur.
3. Director (Finance), JDA, Jaipur.
4. OIC (Engineering-III/IV), JDA, Jaipur.
5. All Additional Chief Engineer, JDA, Jaipur.
6. Additional Director(R&DP), JDA, Jaipur.
7. All Superintending Engineers, JDA, Jaipur.
8. D.D.(E&B) & Sr. A.O., JDA, Jaipur.
9. All Executive Engineers, JDA, Jaipur.
10. Guard File.


Director (Finance)

OFFICE OF THE JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

1	Name of work	:	Construction of road from hanuman mandir to chhappar ki dhani in jamwaramgarh constituency zone 13, JDA, Jaipur.
2	NIB No.	:	JDA/EE-13/38/2023-24
3	Estimated cost	:	INR 80.56 Lacs (Eighty Lacs Fifty Six Thousand Only)
4	Cost of the Bidding documents	:	Rs. 500.00 The Bidders are required to submit Bid security, cost of Bidding documents, and Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between the End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of the requisite fee, the bid of the concerned bidder will be considered as non-responsive and shall be liable for rejection.
5	Bid Processing fees	:	1500.00 (One Thousand Five Hundred Only) As Applicable
6	Bid Security (in favor of Secretary, JDA, Jaipur)	:	➤ Amount (INR: 2% (Rs. 1,61,120/-) For A & AA class contractors registered in the appropriate class with CPWD, Postal, Telegram, Railway, MES, Other State Government/Central Government undertakings/organizations of Estimated Procurement Cost. (The bidder must capable to bid in the bid as per their enlistment) ➤ 0.5 % for Bidder registered as a contractor in the appropriate class 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.
7	Start/ End Date for Bid Applying, Online Payment, and Bid Submission		➤ Start Date: 22.09.2023 from 9.30 AM onwards ➤ End Date: 01.10.2023 at 6.00 PM
8	Bid Submission on e-Procurement Portal of GOR		➤ Start Date: 22.09.2023 from 9.30 AM onwards ➤ End Date: 01.10.2023 at 6.00 PM
9	Physical BG (Bid Security) Submission Start & Closing Date		➤ Original BG is to be submitted in Room No 215N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur by 30.09.2023 from 9.30 AM to 03.10.2023 up to 2.30 PM (within three working days from the last date of submission of bid.)
10	Date/ Time/ Place of Technical Bid Opening		N/A
11	Date/ Time/ Place of Financial Bid Opening		➤ 03.10.2023 at 3.30 AM ➤ Room No CB-FF-108-CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
12	Bid Validity		➤ 120 days from the last date of bid submission deadline
13	Time Period		➤ 04 Months
14	A&F/Job No.		➤ 401/2023-24

Procedure for bidding:

1. Single part bid system:

Single part (Two-envelope) (2 docket) system would be adopted, Docket-1 being for Documents and Docket-2 being for Financial Bid.

Docket-1:- is for proof of deposition of Bid Security, cost of bidding document and bid processing fee along with copy of GST registration, signed Annexure "B" and copy of enlistment as contractor/ bidder in required category.

Docket-2:- is for financial bid.

The financial bid will be opened only for bidders whose proper Bid Security, copy of GST registration, proof for deposition of bidding document fee, RISL processing fee, copy of enlistment of contractor in the required category and signed Annexure "B" are found to be in order. Bid Security will be accepted only in the form of online deposition or in the form of Bank Guarantee.

2. **Two part bid system:**

Two part (Two-envelope) (2 docket) system would be adopted, Docket-1 being for Technical Bid and Docket-2 being for Financial Bid.

Docket-1:- There will be three separate folders- Folder-1 is for proof of deposition of Bid Security, cost of bidding document and bid processing fee alongwith copy of GST registration, signed Annexure "B" and copy of enlistment as contractor/ bidder in required category. Folder-II is for bid document and folder-III is for technical bid.

Docket-2:- There will two separate folders-1 is for financial bid and 2 is for bill of quantities.

The technical bid will be opened only for bidders whose proper Bid Security, copy of GST registration, proof for deposition of bidding document fee, RISL processing fee, copy of enlistment of contractor in the required category and signed Annexure "B" are found to be in order. Bid Security will be accepted only in the form of online deposition or in the form of Bank Guarantee.

SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:

The bidder should see the site and fully understand the conditions of the site before bidding and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates given in 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 DEPARTMENT

The drawing may be seen in the office of the undersigned.

SCHEDULE – C: LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR: List of the drawing to be supplied by the contractor NIL. But the contractor 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 standards laid down in the Indian standard & or the standards laid down in the detailed specifications of the work by the contractor. Qualified personnel required as per the contractor enlistment rules shall have to be engaged at site by the Contractor. The authority reserves the right to engage such staff and recover the expenses from the contractor 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 contractor shall be deposited 15 days in advance with the Engineer In charge and be got approved by him before use.

SCHEDULE - F: TIME OF COMPLETION:

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

SCHEDULE – G: ATTACHED SEPARATELY BASED ON APPLICABLE BSRs IN JDA.

SCHEDULE – H: SPECIAL CONDITION: Attached Separately.

SCHEDULE – I: COST OF TENDER DOCUMENTS, PROCESSING FEES & BID SECURITY.

The Bid Processing fee is payable in favor of M.D. RISL & Cost of bid document & Bid Security is payable in Favour of the Secretary, JDA, Jaipur. Bidders have to pay bid processing fees, cost of bidding documents, and Bid Security through Online. If a bidder opts to deposit the bid security through bank guarantee, the bank guarantee should be valid for the next seven months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission documents uploaded on the E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of the on-line tendering system of JDA i.e. D.D(E&B) in room No. 215N Extension building, JDA, JLN marg, Jaipur, as per specified in bidding documents,

Annexure-1. Special Conditions of Contract regarding defect liability period.

Annexure-2A. Bank guarantee will be in specified Performa enclosed with this bidding document for Bid Security.

Annexure-2B. Bank guarantee will be in specified Performa enclosed with this bidding document for Performance Security.

Annexure-A. Compliance with the code of integrity and no conflict of interest (RTPP Act/Rules).

Annexure-B. Declaration by the bidder regarding qualifications (RTPP Act/Rules).

Annexure-C. Grievance Redressal during the procurement process (RTPP Act/Rules).

Annexure-D. Additional Conditions of Contract (RTPP Act/Rules).

**EXECUTIVE ENGINEER -13
JDA, Jaipur**

SPECIAL CONDITIONS

SCHEDULE 'H'

01. If there is any typographical error or otherwise in the 'G' Schedule, the rates given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
02. The bidder shall follow the provisions of the builder labour regulation and abolition Act, 1970 & Rule, 1971.
03. The JDA shall have the right to cause an audit for technical examination of the work and the final bills of the bidder including all supporting vouchers, abstracts etc. to be made within two years after payment of the final bills and if as a result of such audit, any amount is found to have been overpaid / 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 the such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less than that was due to him under the contract in respect of work executed by him under it, the amount of such underpayment shall be paid by the JDA to the bidder.
4. 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 performance security of the bidder, In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may be deducted from any sum then due or which at any time their 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.
5. The rate quoted by the bidder shall remain valid for a period of 120 days from the date of opening of the bids.
6. By submission of the Bid the bidder agrees to abide by all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
7. No conditions are to be added by the bidder and the conditional Bid is liable to be rejected.
8. If any bidder withdraws his Bid prior to the expiry of said validity period given at S. No. 5 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 authority or fails to commence the work in the specified period, fails to execute the agreement the authority shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of bid security given in any form absolutely. If any bidder, who has 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 bid security/ Performance Security and other action under agreement
9. Any material not conforming to the specifications collected at the 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 the expiry of 3 days period.
10. The material collected at the site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed fully on the work.
11. The rates provided in the Bidding documents are inclusive of all Taxes and royalties otherwise specified.

12. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule, Source/ borrow pit area for the earth shall have to be arranged by the Bidder at his own cost.
13. Undersigned has full right to reject any or all Bids without giving any reasons.
14. As per the 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."
15. Special Conditions of the Contract regarding the Defect Liability Period (DLP) for works costing Rs. 25.00 lacs and more shall be applicable (Annexure-I).
16. The Bidder is required to submit a copy of their enlistment as a contractor.
17. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
18. The bidder will have to install display boards at the site of work as directed by Engineer in charge.
19. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 and amendments issued from time to time by the Finance Department, GOR shall be applicable. If there are 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 prevail.
20. In case the rate received in the bid is below than BSR rate, additional Performance security shall be deposited by the bidder as per Rule 75 (A) of RTPP Rules.
21. The Annexure "B" (RTPP Act/Rules) is mandatory to be signed by the bidder failing which the bid shall summarily be rejected without asking for any clarification.

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SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD
(DLP) FOR WORKS COSTING RS. 25.00 LACS AND MORE

Table-1

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/Krebs/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 up to 30 mm thickness	1 Years
	(b) BT above 30 mm to up to 40 mm	2 Years
	(c) BT above 40 mm to up to 90 mm	3 Years
	(d) BT above 90 mm thickness	5 Years
	(iii) New Roads	
	(a) BT up to 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 work electrical works, Joinery works and painting work.	2 Years
	(ii) Work pertaining to the Building structure and other civil works	5 Years
9.	Electric work except for maintenance	3 years
10.	Sewer/Water supply including STP and water supply-related work except for maintenance works.	3 Years

1. ROAD-WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per the above table. Road works executed by the Contracting agency shall be maintained by them at their own cost for completion (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of the 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 the Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, widening, strengthening, up-gradation 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 the entire structure of Road Works, in the 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 the completion of the construction work and ends after complete (DLP).
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in the manual for the maintenance of roads of MoRTH and shall be carried out accordingly.
- 1.7 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 once in every one and a half years.
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting once in everyone & a half year. Ordinary Paint Maintenance as and when required. Repainting thrice in every year.
7	Damages beyond the control of the agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by the agency on the same rates of the contract agreement till DLP.

2. General

2.1 Inspection of works during the Defect Liability Period

2.1.1 The contracting agency shall undertake a 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 an 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 to those road sections, which are likely to be damaged during rainy season.

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

2.2 Conditions regarding Performance Security

2.2.1 Security for DLP-

The contracting agency shall have to furnish Performance Security 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 The release of PS amount shall be as per following table 2 :-

S.No.	Released PS \ DLP Period	1 Year	2 Years	3 Years	5 Years
1.	After 1 year	100%	40%	20%	10%
2.	After 2 year		60%	20%	10%
3.	After 3 year			60%	10%
4.	After 4 year				20%
5.	After 5 year				50%

The Performance Security will be released as per the above table after a satisfactory performance certificate issued by Engineer-In-Charge:-

2.2.3 Forfeiture of Performance Security

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

2.2.4 Force Majeure

The defect that arises due to earthquakes, cyclones, and natural calamities shall not be the responsibility of contracting agency.

2.2.5 Various conditions for managing DLP are as under :-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC/tiles/ drains etc. (as per different categories in Table-I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT-1/2/3/5 years, Drain-3 years etc.
- (ii) If any work, amount is less than Rs. 25 lacs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual item.
- (iii) Similarly, if any work is more than Rs. 25 lacs but after finalization amount of work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is later.
- (iv) During DLP period if contractor fails to repair any work even after the issue of 7 days written notice, the same work shall be got executed by the 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 his defaults twice in a single agreement or in two different works.
- (v) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vi) Special and regular inspection shall also be carried out as per order no. JDA/XEN & 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.
- (vii) In case JDA feels to take up work on any existing DLP road due to any reason, the following procedure should be adopted:
 - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and the contractor shall be asked to complete the same. After completion of assessed repairs, DLP period shall be released after deduction amt. as per following table-III.

Table-3

% 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	7.88	6.45	4.62	2.47

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

- (b) In case the 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 the total retained amount of PS same shall be recovered from other works and as per PDR rules. The amount as per Table 3 is also to be deducted in addition to this amount.
 - (viii) Based upon the type of work, DLP conditions for works to be carried out during the DLP period with their frequency of the respective type of work shall be prepared by respective SE's after approval of these periods.
3. In case patch repairs/civil maintenance works costing more than Rs. 25.00Lakhs, defect liability period will as per clause 37(C) of Contract Agreement.

Executive Engineer – 13
JDA, Jaipur

Specified Bank Guarantee Performa for Bid Security

Section - 6

Form of (Bank Guarantee) -En cashable at the 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 Bid Security for the.....

.....JDA Jaipur WHEREAS, _____
[name of Bidder with address] (**hereinafter called “the Bidder”**) has submitted his Bid dated for the work of(here in after 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 cashable at the 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, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically 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 writing for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name, and Address]

[Note: To be furnished on appropriate non-judicial stamps & should be valid for the next 7 months from the bid opening date]

Specified Bank Guarantee Performa for Performance Security

Section - 6

Form of (Bank Guarantee) -En cashable at the 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 Performance Security for the.....

.....**JDA Jaipur** WHEREAS, _____ [name of Bidder with address] (**hereinafter called "the Bidder"**) has submitted his Bid dated _____ for the _____ work of _____(herein after 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 cashable at the 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_____.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand within valid period of this guarantee.

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, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited to 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 writing for its release.

Date_____Signature of the Bank_____

Witness_____Seal _____

[Signature, Name and Address]

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

Annexure A
(RTPP Act/Rules)

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 the procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid-rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain an 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.

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 subcontractor, not otherwise participating as a bidder, in more than one bid; or
- (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; 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.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to **EE-13** for procurement of
.....
..... in response to their Notice inviting Bids No Dated
..... I/wehereby declare under Section 7 of Rajasthan
Transparency in Public Procurement Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offense 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 the bidder

Place:

Name:

Designation:

Address:

Note:- Annexure "B" is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking any clarification.

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority :

For works costing up to Rs. 300.00Lakhs - Jaipur Development Commissioner, JDA, Jaipur.

For works costing above Rs. 300.00Lakhs - Executive Committee, JDA, Jaipur.

The designation and address of the Second Appellate Authority:

For works costing up to Rs. 300.00Lakhs - Executive Committee, JDA, Jaipur.

For works costing above Rs. 300.00Lakhs - Principle Secretary/ACS, Urban Development
& Housing Department, GOR, Jaipur.

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

(7) Procedure for disposal of Appeal: -

- (a) The first appellate authority or second appellate authority as the case may be, upon the filing of the appeal, shall issue notice accompanied by a copy of the appeal, affidavit and documents, if any, to the respondents and fix a date of hearing
- (b) On the date fixed for hearing, the first appellate authority or the second appellate authority, as the case may be shall-
 - (i) Hear all the parties appeal presenting 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 a copy of the 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.

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 the 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 the 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 fifty 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 the 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 provided in the conditions of the 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 the 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 is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, 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.