

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

1	Name of work	:	Construction of various Missing Link Sector Road (Up to GSB) in Zone- 11 JDA Jaipur.(ARC)
2	NIB No.	:	EE-11/08/2024-25
3	Approximate cost	:	Rs 190.71 Lacs
4	Cost of the tender documents	:	Rs. 1000.00 The Bidders are required to submitted Bid security, cost of Bid documents, 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 End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fess the bid of respective bidder will be considered as non-responsive and shall be rejected.
5	Bid Processing fees	:	Rs. 2000/-
6	Earnest Money (in favour of Secretary, JDA, Jaipur)	:	➤ Amount (INR) : 2% (Rs. 3,81,420/-) (For A & AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 95,355.00/-) (For Contractor registered in JDA) for Bidder registered as contractor in JDA, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction ➤ (* 2% for Bidder Who is A and AA Class contractor registered in other Govt. Department/ 0.5 % for Bidder registered as contractor in appropriate class in JDA.) ➤ In case of Department's of the State Government and undertakings Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
7	Start/ End Date for Bid Applying, Online Payment and Bid Submission		➤ Start Date: 29.07.2024 from 9.30 AM onwards ➤ End Date: 12.08.2024 upto 6.00 PM
8	Physical BG(Bid Security) Submission Start & Closing Date		➤ Original EMD declaration is to be submitted in Room No 215N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur by 13.08.2024 from 9.30 AM to 16.08.2024 up to 3.30 PM
9	**Date/ Time/ Place of Technical Bid Opening		N/A
10	Date/ Time/ Place of Financial Bid Opening		➤ 20.08.2024 at 11.00 AM ➤ Room No. CCC-TF-309 IIIrd floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan)
11	Bid Validity		➤ 120 days from the bid submission deadline
12	Time Period		➤ 12 months
13	A&F/Job No.		➤ 119/2024-25

SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:

The Tenderer should see the site and fully understand the conditions of the site before tendering 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 DEPARTMENT

The drawing may be seen in 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 standard laid down in the Indian standard & or the standards laid down in the detailed specification of the Public by the contractor qualified personnel as required under the contractor enlistment rules duly approved by the Deptt. Shall have to be engaged at site by the Contractor. The deptt. 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 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 times limits.

SCHEDULE – G: ATTACHED SEPARATELY BASED ON BSR PWD, JAIPUR.

SCHEDULE – H: SPECIAL CONDITION: Attached Separately.

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

Annexure-3 : Special Provision of the work plan- Qualification criteria and methodology of roads category - I&II.

SCHEDULE –J: COST OF TENDER DOCUMENTS, PROCESSING FEES & EARNEST MONEY.

Processing fees is payable in favour of M.D. RISL & Cost bid document & EMD is payable in Favour of Secretary, JDA Jaipur. Bidders have to pay bid processing fees, cost of bid documents and EMD through Online. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next Eight months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in room No. 215N Extension building, JDA, JLN marg, Jaipur, as per specified in bid documents, annexure-2. Bank guarantee will be in specified Performa enclosed with this bid document.

Signature of the Contractor
With full Address

**EXECUTIVE ENGINEER- 11
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 work of **Construction of various Missing Link Sector Road (Up to GSB) in Zone- 11 JDA Jaipur. (ARC).** WHEREAS, _____ [name of Bidder with address]
(hereinafter called “the Bidder”) has submitted his Bid dated for the work of
Construction of various Missing Link Sector Road (Up to GSB) in Zone- 11 JDA Jaipur. (ARC).
(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 ICICI0006754. 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 work of **Construction of various Missing Link Sector Road (Up to GSB) in Zone- 11 JDA Jaipur. (ARC).** WHEREAS, _____ [name of Bidder with address] (**hereinafter called “the Bidder”**) has submitted his Bid dated for the work of **Construction of various Missing Link Sector Road (Up to GSB) in Zone- 11 JDA Jaipur. (ARC).** (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 ICICI0006754. 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.]

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 or 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.
22. Contractors enlisted in JDA, should be get reviewed periodically. The registered bidder who has not been reviewed within a period of 5 years 3 months, shall not be allowed to participate in the bid. Contractors enlisted in other departments shall be as per the provision of PWF&AR.
23. **Price escalation clause shell not be applicable.**
24. The river sand shall be part replaced with crushed stone sand or crushed gravel sand(M-Sand) up to a minimum extent of 25% of total mass of fine aggregate subjected to the codal provision (Clause4.2) of IS 383:2016 and article 11 of Rajasthan M-sand Policy 2020.

Signature of Contractor
with full address & Mobile No.
Jaipur.

Executive Engineer –11
JDA,

ANNEXURE '1' : SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) FOR ROADS 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/Kerbs/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 Years
	(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 thickness	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 work electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to Building structure and other civil works	5 Years
9.	Electric work except maintenance	3 years
10.	Sewer/Water supply all including STP and water supply related work except maintenance works.	3 Years

1. ROAD WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per above table. Road works executed by the Contracting agency shall be maintained by them at their own cost for complete (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, 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 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 complete (DLP).

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 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 desilting of drains. (If constructed by the same Road agency or not)	As and when required.
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting once in every one and 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 every one & a half years. Ordinary Paint Maintenance as and when required. Repainting thrice in every years.
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 particular 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 The release of SD amount shall be as per following table :-

S.No.	Released SD \ 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 Security Deposit will be release as per above table after satisfactory performance certificate issued by Engineer-In-Charge:-

2.2.3 Forfeiture of SD

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

2.2.4 Force Majeure

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

2.2.5 Various condition 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 items.
- (iii) Similarly if any work is more than Rs. 25 lacs but after finalization amount or work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is late.
- (iv) 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.
- (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/Ex.En. & TA to DE-I/2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRULAR 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, 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 following table.

% 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 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.
- (viii) 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.

**Signature of contractor with
Full address.**

**Executive Engineer –11
JDA, Jaipur.**

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

(i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:

- (a) Have controlling partners/shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or
- (c) Have the same legal representative for purposes of the bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
- (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same 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.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redresser during Procurement Process

The designation and address of the First Appellate Authority is **JDC**

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

(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 authorised 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 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 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

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.

Jaipur Development Authority, Jaipur

Name of work: Construction of various Missing Link Sector Road (Up to GSB) in Zone- 11 JDA Jaipur. (ARC).

G-Schedule

BSR For : 2016 JDA BSR (Road 016 2021 JDA BSR Items (Approved Non-BSR Items)-2021-2022 Amount And Rate In (Rs.)					
S. No.	Particulars	Unit	Qty	Rate	Amount
1	"Demarcation (by Total station) of schemes, Nallha, road sector plan, master plan road and marking alignment or road with fixing of the center line by wooden pegs (5x5x45 cm) on ground as per respective drawings and master plan including fixing of pre cast pillars supplied by JDA at JDA store pillar size up to (10cm dia at the top & 15mm dia at bottom 75cm height) for demarcation of corners center lines as per the direction Engineering in Charge. Open Area	Per Hact	24.00	1300.00	31200.00
2	Supply and fixing of NP-2 pipes 200mm dia and 2 meter length on 60-75 cm with filling of earth in pipes. Pipe should be painted with enamel paint in alternate strips of 20 cm width and in one mete length with Red/White colour complete as per direction of Engineer In Charge	Each	400.00	1013.00	405200.00
3	Construction of Embankment with Material Obtained from Borrow Pits Construction of embankment with approved material obtained from borrow pits with a lift upto 1.5 m, transporting to site,spreading, grading to required slope and compacting to meet requirement of Tables 300.1 and 300.2 with a lead upto 1000 m as per MoRD Specification Clause 301.5	Cum	87000.00	94.50	8221500.00
4	Granular Sub-base with Well Graded Material (Table 400.1) By Mix in Place Method Construction of granular sub-base by providing well graded material, spreading in uniform layers with Tractor Mount Grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per MoRD Specification Clause 401. For Grading I Material	Cum	26000.00	400.50	10413000.00
				Total	19070900.00

**Executive Engineer-11
JDA, Jaipur**