

**OFFICE OF THE JAIPUR DEVELOPMENT AUTHORITY, JAIPUR.**

**SCHEDULE AND SPECIFICATIONS**

1. Name of work : Labour rate for placing and compacting of Kandhal Readymade Bituminous pot holes patching mix in Maintenance Zone-West JDA Jaipur.
2. Approximate cost : 5.10 Lacs
3. Cost of the tender documents : 100.00
4. Earnest Money : Rs 10200.00 (2%) 2550.00(0.5%)
5. Sale of tender documents: 17.07.2015 to 31.07.2015 up to 3.00 P.M
6. Date & Time of receiving tenders : 03.08.15 up to 3.00 P.M
7. Date & Time of opening tenders: 03.08.15 at 3.30 P.M
8. Completion period of work : Twelve (12) Months

**SCHEDULE 'A' INFORMATION USEFUL FOR THE CONTRACTORS :**

The tenderer should see the site and fully understand the condition of the site before tendering and include all lead, lifts etc. for the material in his item rate/percentage to be quoted on the rates as given in the schedule 'G' Then 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 depositing necessary cost within JDA.

**SCHEDULE 'D' TEST OF THE MATERIALS :**

The test of the material 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 standards and or the standards laid down in the detailed specification of the Public works Deptt. Proper quality control is required to be maintained by the contractor qualified personal as required under the contractor enlistment's 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 samples of the material 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 Seven days of issue of work order and completion within Schedule Time.

SCHEDULE 'G' : ATTACH SEPARATELY BASED ON JDA APPROVED ITEM RATE.

SCHEDULE 'H' : SPECIAL CONDITION : ATTACHED SEPARATELY.

**SCHEDULE 'I' : LIST OF THE MATERIAL TO BE SUPPLIED BY THE DEPTT.- NIL**

SIGNATURE OF CONTRACTOR

With Full Address :

  
EXECUTIVE ENGINEER-WEST  
Jaipur Development Authority,  
Jaipur.

## SPECIAL CONDITIONS

### SCHEDULE 'H'

1. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level /cost.
2. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
3. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
4. The JDA shall have right to cause an audit technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor 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 under payment shall be paid by the JDA to the contractor.
5. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Wherever any claim against the contractor for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor, In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
7. The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
8. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
9. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in this execution of this work and this tender will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
11. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended period or makes modifications in the rate, terms and conditions of the tendered within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has to be put to retendering he will stand debarred from participating in tendering in JDA for six months in addition to forfeiture of Earnest Money / Security Deposit / Performance Guarantee and other action under agreement
12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
13. The contractor shall arrange his own storage tanks up to 10 Tones capacity for storage of bulk bitumen wherever supplied by the department.

14. Rules regarding enlistment of contractor provide that work up to the times limit for which they are qualified for tendering can be allotted to them, Therefore, before tendering the contractor will keep this in mind, and submit the details of the work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site have to be removed by the contractor within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes and royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act.
24. **Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable**
25. The tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
28. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013 shall be applicable.
29. **If any bidder quotes a rate below than the Schedule G rates, i.e. rates below than at par then the bidder has to deposit the difference amount i.e.amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within 7 days period he has to deposit difference amount in the form of BG/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/ actual date of completion. In case of non deposition of the same in specified period the 2% Bid security will be forfeited. In case work is not completed satisfactorily. The work performance will be forfeited along with Bid security.**

**SIGNATURE OF BIDDER**  
With full address

  
Executive Engineer - West  
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 to .....for procurement of .....in response to their Notice inviting Bids No.....Dated.....I/we .....hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that :

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

Date :

Place :

Signature of bidder

Name :

Designation :

Address :

## **Annexure C : Grievance Redresser during Procurement Process**

The designation and address of the First Appellate Authority is .....J.C.C.....  
The designation and address of the Second Appellate Authority is .....E.C.C.....

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

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

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

**FORM No. 1**  
**[see rule 83]**

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

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

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

Place : .....

Date : .....

**Appellant's Signature**

## Specifications for Placing and Compacting Kandhal Readymade Cold Bituminous Mix in Potholes

### 1. Scope

These specifications cover placing and compacting the Kandhal readymade patching mix in potholes including transportation of the mix from the designated storage facility to road sites as directed by the engineer. The work involves cleaning and preparation of potholes; placing and compacting the mix; applying sand to prevent pick up by traffic; and documenting the number and sizes of the patches. The Kandhal readymade cold patching mix is suitable for patching "potholes" only and shall not be used for patching long stretches of deteriorated road surface.

### 2. Preparation of Potholes

Pothole shall be cleaned with a stiff wire brush and all loose material including dust shall be removed with a soft brush. Pothole need not be dry. However, excess water shall be swept off the pothole. If WMM is exposed in the pothole and it has high PI value, a prime coat shall be applied to WMM before placing the Kandhal mix to ensure good bond at the bottom.

### 3. Placing Kandhal mix in Potholes

The Kandhal mix is intended for patching potholes up to 75 mm (3 inches) deep. For deeper potholes, patching mix shall be placed and compacted in 75 mm thick layers. Sufficient material shall be placed in the pothole so that after compaction the patch is about 10 mm above the existing road surface.

### 4. Compacting the Kandhal mix

First the outside edge or periphery of the patch shall be compacted with a hand rammer and then compaction shall proceed inwards. To prevent initial pick up of the loose mix by the hand rammer either continue to wet the hand rammer with water or place empty plastic lined bags on the loose mix.

For deep potholes, place the patching mix and compact in 75 mm thick layers. After compaction, the compacted patch shall be about 10 mm higher than the existing road surface to allow for further compaction by traffic.

If there are numerous closely spaced patches, it is preferred to use a small roller rather than a hand rammer.

### 5. Applying Sand to Prevent Pick up by Traffic

Before opening the compacted patch to traffic, sufficient amount of clean sand shall be sprinkled on the patch to prevent pick up by traffic.

### 6. Documenting the Number and Sizes of Patches

The contractor shall document and the engineer shall verify the following on a daily basis: (a) Number of 50-kg bags used; (b) Name of road and chainages where patches were made; and (c) Average sizes of potholes patched by measuring their average length, average width and average depth.

### 7. Measurement for Payment

The total number of 50-kg bags of Kandhal mix placed and compacted by the contractor shall be recorded by the engineer for payment. Payment shall be made at the contract price per 50-kg bag.

**JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

**Name of work :- Labour rate for placing and compacting of Kandhal Readymade Bituminous pot holes patching mix in Maintenance Zone-West JDA Jaipur.**

**SCHEDULE-G**

JDA Approved Rate Item

S.No	Particulars	Unit	Qty	Rate	Amount
1	Labour charge for placing and compacting kandhal readymade cold bitumenious mix in potholes in adverse weather including cleaning of potholes placing and compacting the mix sprinkling sand to prevent pickup by traffic and documentation of patches with all leads and lifts complete in all respects as per direction of Engineer-in - charge.	KG	255100.00	2.00	510200.00
	Total				510200.00

**Special conditions:**

- 1 Specification for placing and compacting the Kandhal readymade bituminous mix dated 1 February 2013 in enclosed is strict compliance is required.

  
Executive Engineer-West  
JDA,Jaipur

I/We hereby agree to execute the work @ ..... % Above/Below of Schedule 'G' (In Word)

I/We hereby agree to execute the work @ ..... % Above/Below of Schedule 'G' (In Figure)

**Signature of the Bidder**  
**With full Postal Address& Mobile No.**