

Detailed NIB

Name & Address of the Procuring Entity	➤ Name: Executive Engineer, Zone-9, Jaipur Development Authority ➤ Address: Room No. 105, Main Building, 1st Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)
Subject Matter of Procurement	Construction of roads in various wards of NNJ under Zone-9, JDA, Jaipur (Rate Contract). Job No.: 231/2016-17
Time Period	6 Months
Bid Procedure	Single stage open competitive E bid procedure at www.eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Website for online bid application participation and payment*	➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing fee and Bid Security Deposit, online only. - o Bidding document fee: Rs. 1,000/- Rupees (Rs. One Thousand only) - o RISL Processing fee : Rs. 1,000/- Rupees (Rs. One Thousand only) - o Requisite Bid Security Deposit.
Estimated Procurement Cost	➤ INR 2,40,00,000/- (Rs. Two Crore Forty Thousand only)
Bid Security Deposit *	➤ Amount (INR): 2% of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. (*2% for Bidder who is A and AA class contractor registered in other Government Department/ 0.5% for bidder register as contractor AA, A, B in JDA) ➤ Micro Small Medium Enterprise Situated in Rajasthan Tender fee 50% EMD Value 0.5% ➤ In case of Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertaking of the Central Government shall submit a bid securing declaration in lieu of bid security.
Applying Bid and marking Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 16.01.2017 at 05.00 PM onwards ➤ End Date: 31.01.2017 at 03.00 PM ➤ In case EMD in form BG Original Bank Guarantee is to be submitted in Room No. 226 (Room No. of DD(E&B) of Main building, Jaipur Development Authority by 01.02.2017 at 03.00 PM
Bid Submission on e-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date: 16.01.2017 at 05.00 PM onwards ➤ End Date: 31.01.2017 at 03.00 PM
Date/Time/Place of Bid Opening	➤ 03.02.2017 at 11:30 AM ➤ Room No. 105, Main Building, 1st Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)
Bid Validity	120 days from the bid submission deadline
* Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender fee and RISL Processing Fee online through JDA Portal. The bid security options available in tender for participants are as mentioned below :- A. Payment Options : Option-1: Bank Guarantee (BG) against EMD/Bid Security Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before	

applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through **Payment Gateway only**, option to make balance payment through EFT (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

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

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

Option-3: Payment Gateway (Aggregator)

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

B. Bid Participation Receipt

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

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

Note:

1. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://www.eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.


Executive Engineer-9
JDA, Jaipur
Procuring Entity


OFFICE OF THE JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

1. Name of work: - Construction of roads in various wards of NNJ under Zone-9, JDA, Jaipur (Rate Contract).
2. NIB No. :- EE-9/13/2016-17
3. Approximate cost :- Rs. 240.00 Lacs
4. Cost of the tender documents :- Rs. 1000.00 (In favour of Secretary, JDA, Jaipur)
5. Earnest Money :- Rs. @ 2% Rs. 4,80,000/- & @ 1/2% Rs. 1,20,000/- & (For contractor enlisted in JDA)
6. E-procurement charges :- Rs. 1000.00 (In favour of M.D. R.I.S.L., Jaipur)
7. Sale of tender documents :- 16.01.2017 to 31.01.2017
8. Date & Time of receiving tenders :- 16.01.2017 to 31.01.2017 upto 03.00 P.M.
9. Date & Time of opening tenders :- 03.02.2017 at 11:30 A.M.
10. Completion period of work :- 6 Month.

SCHEDULE 'A': INFORMATION USEFUL FOR THE CONTRACTORS :

The tender 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 personnel as required under the contractor enlistments 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 stipulated period given in the work order and should be completed within the prescribed time period. In case of failure, the Contractor shall be liable for action under the conditions of agreement and special conditions of the tender.

SCHEDULE 'G': ATTACH SEPARATELY BASED ON BSR PWD, JAIPUR.

SCHEDULE 'H': SPECIAL CONDITION : ATTACHED SEPARATELY.

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

Annexure B : Declaration by the Bidder regarding Qualifications

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

SIGNATURE OF CONTRACTOR

with full address & Mobile No. :

EXECUTIVE ENGINEER -9

Jaipur Development Authority,

Jaipur

SPECIAL CONDITIONS

SCHEDULE 'H'

01. 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.
02. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
03. 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.
04. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
05. 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.
06. The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
07. 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.
08. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
09. 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.
10. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 6 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 does not complete the work and the work has to be put to retendering he will stand debarred from participating in such retendering in addition to forfeiture of Earnest Money / Security Deposit / Performance Guarantee and other action under agreement
11. 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.
12. 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.
13. 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.
14. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
 15. The rates provided in tender documents are inclusive of all Taxes and royalty.
 16. No extra load 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.
 17. Undersigned has full right to reject any or all tenders without given any reasons.
 18. 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.
 19. The bidders are required to submit copy of their enlistment as contractor.
 20. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
 21. Any bid received with unattested cutting/ overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
 22. 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, the provisions of RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

Signature of Contractor

with full address & Mobile No.


Executive Engineer -9

 **JDA, Jaipur.**

ANNEXURE '1' : SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) FOR ROADS WORKS COSTING RS. 25.00 LACS AND MORE.

1. ROAD WORKS

1.1 The Defect Liability Period (DLP) for all Road shall be as per office order no. JDA/Ex.En.(TA to Dir.Engg.-I)/2016/D-29 dated 11.03.2016 (Copy enclosed). Road works executed by the Contracting agency shall be maintained by them as per the DLP period mentioned in the said order 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 **three** years.

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 The routine maintenance activities and their periodicity

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

2. General

2.1 Inspection of works during Defect Liability Period

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

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

The Security Deposit will be release as per office order no. JDA/Ex.En.(TA to Dir.Engg.-I)/2016/D-29 dated 11.03.2016 (Copy enclosed) of Director Engineer-I 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.

2.2.3 Force Majeure

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

SIGNATURE OF CONTRACTOR
WITH FULL ADDRESS:


EXECUTIVE ENGINEER -9,
JDA, JAIPUR


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

Any person participating in a procurement process shall –

- (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 the 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 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 a 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 is 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 Entity;
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 ant not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement Contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is JDC, JDA, Jaipur.

The designation and address of the Second Appellate Authority is EC, JDA, 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 thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal 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 Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies there of 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 and 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.

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 officer/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 proposes 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

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 Document 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 Document. 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 in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid 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, in such cases, the quantity may be divided between the

Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work : Construction of roads in various wards of NNJ under Zone-9, JDA, Jaipur (RC)

G-Schedule

BSR Used : 2016 JDA BSR (Building Works)-2015-2016 2016

JDA BSR (Carriage of Materials Road)-2015-2016 2016

JDA BSR (Road Works)-2015-2016

JDA PHE BSR (Sewerage & Water Supply)-2014-2015

S.No	Particulars	Unit	Qty.	Rate	Amount
1	Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections, and transporting to the embankment location with a lift upto 1.5 m and lead upto 1000 m as per MoRD Specification Clause 302.3	Cum	8142.500	26.10	212519.25
2	Carriage of Earth, Sand, Lime, Morrum, manure or sludge to work site including loading, unloading & stacking with all lead & lift.	Cum	8142.500	54.00	439695.00
3	Carriage of material from quarry/crusher to work site including loading, unloading and stacking all complete. Building Rubbish Stonemetal (Grit and ballast etc.)	Cum	3897.250	59.40	231496.65
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	2002.500	400.50	802001.25
5	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and MoRD Specification Clause 406. By Mechanical Means with all lead	Cum	2778.000	1071.00	2975238.00
6	Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per MoRD Specification Clause 502	Sqm	13368.750	31.50	421115.63
7	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom as per MoRD Specification Clause 503.	Sqm	13368.750	10.80	144382.50
8	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)	MT	1219.230	2934.00	3577220.82

Ganesh

9	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and MoRD specifications Clause 802, 803, 1202 & 1203 P.C.C grade M 10 Nominal mix 1:3:6	Cum	1513.900	2646.00	4005779.40
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 line and grade as per drawing and Technical Specification Clause 1501. Including vacuum dewatering process with all required equipments	Cum	1852.000	5310.00	9834120.00
11	Raising/lowering to required height of pre-cast concrete manhole where ever pre-cast chamber have been provided in sewerage system by dismantling the C.I. frame provided for cover, dismantling and concrete of conical piece, bending the extended reinforcement in required position providing M-40 grade cement concrete as per site requirment and fixing of new C I frame for placing manhole cover. The work includes curing, providing barricading during construction, putting sign board/caution board for safety purpose, providing all material like cement, sand, grit for M-40 concrete, shuttring where ever required. The work also includes providing all tools and plants such as vibrator, mixture, required for the Job in all respect with site clearance.	Nos	283.000	1500.00	424500.00
12	Brick masonry with F.P.S. bricks of class designation 75 in foundation and plinth with bricks Cement mortar 1 : 4 (1 cement : 4 coarse sand)	Cum	265.500	2767.50	734771.25
13	Plaster on new surface on walls in cement sand mortar 1:4 including racking of joints etc. complete fine finish :20mm thick .	Sqm	1416.000	107.10	151653.60
14	Centering and Shuttering with plywood or steel sheets including strutting, propping bracing both ways and removal of formwork for foundation , footings, strap beam, raft , bases of columns etc.	Sqm	695.000	99.00	68805.00
Total			24023298.35		

EXECUTIVE ENGINEER-9
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

No. JDA/Ex.En. (TA to Dir. Engg.-I)/2016/D-29

Office Order

Dated: 11/3/2016

Subject: - DLP period for various type of works.

As per the decision taken in the 201st meeting of Executive Committee held on 23.02.2016 w.r.t. agenda no. 201:22, DLP period of various natures of works amounting more than Rs. 25 lakhs has been revised as per following time periods based on nature of works.

This order will supersede the earlier orders issued in this regard i.e. order No. JDA/TA to D(E)/2010-11/D-317 dated 28.04.2011 including Special Condition No. 2.2.2 & 2.2.3 of Annexure-I related to SD refund & forfeiture (other Special Condition of annexure-I of this order will remain valid) and order No. JDA/Ex.En.(Pr.-5 & TA)/2013/D-43 dated 27.02.2013 and also all pertaining orders, in contract agreements or in PWF&AR having DLP period different than what is being enforced through this present order for concerned type of work.

S.No.	Type of Work	Existing DLP Period	As per approved in E.C. held on 23.02.2016
1.	Bridge Work	3 years	5 Years
2.	CD Work	3 years	5 Years
3.	CC Road, PQC Work	3 years	5 Years
4.	CC tiles/Kerbs/medians	3 years	5 Years
5.	Drains	6 months	3 years
6.	Roads	3 years	6 Months or one full rainy season which ever is later
	(i) Two layer WBM/GSB	3 years	1 year
	(ii) For Renewal/Strengthening	3 years	2 years
	(a) BT upto 30 mm thickness	3 years	3 years
	(b) BT above 30 mm to upto 40 mm	3 years	5 years
	(c) BT above 40 mm to upto 90 mm	3 years	3 years
	(d) ET Above 90 mm	3 years	5 years
	(iii) New Roads	3 years	3 years
	(a) BT upto 90 mm	3 years	5 years
	(b) BT more than 90 mm	6 months	3 years
7.	Compound wall	6 months	2 years
8.	Buildings work	6 months	5 years
	(i) Work pertaining to Sanitary works electrical works, joinery works and painting works.	6 months	3 years
	(ii) Work pertaining to Building structure and other civil works.	6 months	3 years
9.	Electric work except maintenance	6 months	3 years
10.	Sewer/Water supply all including STP and water supply related work except maintenance works.	6 months	3 years

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

Table-II

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

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC/tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.
- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but after finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RIPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 Point no. 3.
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted:
 - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

% Recovery on Withdrawal of DLP, of work order period	1 year	2 year			
	1.12	-	-	-	-
year	2.55	1.43	-	-	-
year	4.38	3.26	1.83	-	-
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.

(ix) 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.

This order shall come in force with immediate effect and will be applicable on all new works whose NIB is to be called.

Sd/-
Director (Engineering-I)
JDA, Jaipur

Copy to following for information and necessary action:-

1. PS to JDC, JDA, Jaipur.
2. PS to Secretary, JDA, Jaipur.
3. Director Engineer I/II, JDA, Jaipur.
4. Director (Fin.), JDA, Jaipur.
5. C.F, JDA, Jaipur.
6. All Add. Chief Engineers, JDA, Jaipur.
7. All Superintendent Engineers, JDA, Jaipur.
8. OSD (RM), JDA, Jaipur.
9. Additional Director (REV.&DP.)
10. CAO (P&A) JDA, Jaipur.
11. Sr. Horticulturist, JDA, Jaipur.
12. All Executive Engineer, JDA, Jaipur.
13. DD (E&B) JDA, Jaipur.
14. All AOs, JDA, Jaipur.
15. All AAOs, JDA, Jaipur.
16. System Analyst
17. All Contractors' Association, JDA, Jaipur.
18. Guard file

Sd/-
S.E. & TA to Dir. (Engg.-I)
JDA, Jaipur