

जयपुर विकास प्राधिकरण, जयपुर

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

क्रमांक / जविप्रा / अधि.अभि.(रिंग रोड़-II) / 2017-18 / डी-111

दिनांक: 1/6/2017

बिड आमंत्रण सूचना

बिड संख्या- अधि.अभि.(रिंग रोड़- II) / 01 / 2017-18

जयपुर विकास प्राधिकरण रिंग रोड़ परियोजना- II में “**Construction of Remaining Low Height Compound Wall (due to change planning), Toe wall and other miscellaneous compound wall work in Zone-14, JDA Jaipur.**” कार्य के लिए दिनांक 27.06.2017 सायंकाल 6:00 बजे तक ऑन लाईन निविदा आमंत्रित की जाती हैं। विस्तृत विवरण, जो कि निविदा प्रपत्र में उपलब्ध है, अद्योहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.raj.nic.in व www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।(UBN No. JDA1718WSOB00098)

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

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

अधिशासी अभियन्ता (रिंग रोड़- II)
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. JB-FF-104, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004
Telephone: +91-141-2569696 e.mail: ee.rrp2@jaipurjda.org

No:- JDA/EE/RRP-II/2017-18/D-

Dated:

NOTICE INVITING BID

NIB No. : EE(RRP-II)/01/2017-18

Online Bids are invited upto 6.00 PM of 27.06.2017 or "Construction of Remaining Low Height Compound Wall (due to change planning), Toe wall and other miscellaneous compound wall work in Zone-14, JDA Jaipur." Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in (UBN No. JDA1718WSOB00098)

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in. For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee & RISL Processing Fee online only and Bid Security Deposit (BSD), online or through bank guarantee.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.


(Mohit Chaudhary)
Executive Engineer (RRP-II)
JDA, Jaipur

Detailed NIB

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer (RRP-II), Jaipur Development Authority ➤ Address: Room No. JB-FF-102, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan) ➤ Email: ee.rrp2@jaipurjda.org
Subject Matter of Procurement	<ul style="list-style-type: none"> ➤ Construction of Remaining Low Height Compound Wall (due to change planning), Toe wall and other miscellaneous compound wall work in Zone-14, JDA Jaipur. ➤ Job No. 372/2010-11
Bid Procedure	➤ Single-Stage Two Part (Envelope) Open Competitive) e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	LI (e.g. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment *	<ul style="list-style-type: none"> ➤ 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 and RISL Processing Fee online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 500/- (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ○ Requisite Bid Security Deposit (Online or through Bank Guarantee)
Estimated Procurement Cost	➤ INR 52.50 Lacs (Rupees Fifty Two Lacs Only)
Bid Security Deposit (BSD)	<ul style="list-style-type: none"> ➤ Amount (INR : *2% (Rs. 1,05,000/-) of Estimated Procurement Cost, 0.5% (Rs. 26,250/-) of S.S.I. of Rajasthan, 1% (Rs. 52,500/-) 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 registered as contractor AA, A, B,C 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 undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Date/Time/ Place of Pre-Bid	➤ N/A
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date: 02.06.2017 at 10.00 AM onwards ➤ End Date: 27.06.2017 upto 6.00 PM ➤ In case EMD in form BG Original Bank Guarantee is to be submitted in Room No. MB-SF-225A(Room No. of DD(E&B), of Main Building, Jaipur Development Authority, JLN Marg, Jaipur by 28.06.2017 to 04.07.2017 at 6.00 PM
Bid submission on e-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date 02.06.2017 at 10.00 AM onwards ➤ End Date: 27.06.2017 upto 6.00 PM
Date/ Time/ Place of Technical Bid Opening	➤ N/A
Date/ Time/ Place of Financial Bid Opening	<ul style="list-style-type: none"> ➤ 05.07.2017 at 3.00 PM ➤ JB-FF-102, First Floor, Judicial Block, 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:	


(Mohit Chaudhary)
 Executive Engineer (RRP-II)
 JDA, Jaipur

Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee & RISL Processing Fee through online mode only and Bid Security Deposit (BSD) through online mode (or through bank guarantee) for which the bidder has to get registered himself on JDA portal: www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in (by depositing Rs. 500.00 online, the validity of which remains 3 (Three) years).
For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee online only and Bid Security Deposit, online (or by bank guarantee).
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing online amount

- Online through Internet Banking, Debit Card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS / NEFT / Transfer in Bank Account Number 675401700586 IFSC Code ICIC0006754 of ICICI BANK Limited, JDA Campus, Jaipur.

In case of RTGS / NEFT / Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR / Reference number from the bank. This number requires to be updated while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as shown in sample template in **Annexure-4**. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jda.urban.rajasthan.gov.in under Online Services>>Online Tender Participation

Template of Online Receipt as part of NIB Document

Bidder has to submit as proof of deposited amount against the Bid on eProcurement Portal. A sample of Bid Participation Receipt is given below:

Jaipur Development Authority

Bid Participation Receipt

Date & Time : 09/06/2015 05:13 PM

Bid Detail

Bid Id : 6215152001	Procurement Entity : XXXXXXXXXXXXXXX
Bid Title : Testing	
Bid Value : 300000	Bid Opening Place : Manthan Hall, Jaipur Development Authority

Bidder Detail

Name of Entity : XXXXXXXXXXXXXXX	Mobile : 9829012345
Registration Type : Individual	Instrument Amount : 32500.00
Payment Mode : Online UTR	Payment Channel : Payment Gateway/ICICI Branch - JDA
Instrument No. : 456123789	Instrument Date : 17-06-2015

Dates Detail

Sr. No.	Event Name	Event Date
1	Publishing Date	01/06/2015 01:00 PM
2	Bid Opening Date	01/07/2015 03:00 PM

Specific Instrument Detail for eProc Rajasthan

Instrument Type: DD			
Instrument Number	Head Name	Amount	Date
10000	Tender Fee	400.00	05/06/2015
10001	RISL Processing Fee	1000.00	05/06/2015
10002	Bid Security Deposit	30,000.00	05/06/2015
Issuer Detail : Jaipur Development Authority		ChallanNumber: 641515600014	

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

NAME OF WORK:- Construction of Remaining Low Height Compound Wall (due to change planning), Toe wall and other miscellaneous compound wall work in Zone-14, JDA Jaipur.

1. **NIB No.** : NIB No-01/2017-18 Dated 01.06.2017
2. **Approximate cost** : Rs. 52.50 Lacs
3. **Cost of the bid document(Online)** : Rs.500/- The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tenderportal.
4. **Bid Processing Fees (Online)** : Rs. 1000/-(In favour of M.D. R.I.S.L, Jaipur)
5. **Earnest Money (In favour of Secretary, JDA, Jaipur) (Online)** : @ 2% Rs. 1,05,000.00/-(For AA,A class contractor registered in other department) and @ 0.5% Rs. 26,250/-(For Contractor registered in JDA) through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tenderportal.
6. **Sale of Bid document Online** : 02.06.2017 from 10.00 AM to 27.06.2017 upto 6.00 PM
7. **Date & Time of receiving tender Online** : 02.06.2017 from 10.00 AM to 27.06.2017 upto 6.00 PM
8. **Dates & Place for Physical BG Submission** : 28.06.2017 from 10.00 AM to 04.07.2017 upto 3.00 PM
Place: Office of D.D. (E&B), Room No. MB-SF-225A, Main Building, Jaipur Development Authority, JLN Marg, Jaipur
9. **Date of Submission of Bid** : 27.06.2017 upto 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tenderportal.
10. **Date of opening of tender** : 05.07.2017 at 3.00 PM in Room No. CCC-TF-309, Third Floor, Citizen Care Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur-302 004 (Rajasthan)
11. **Completion period of work** : 06 Months

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 MORTH/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 MORTH/PWD detailed specification. 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 15days In advance with the Engineer In charge and be got approval by him before use.

SCHEDULE - F: TIME OF COMPLETION:

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

SCHEDULE – G: ATTACHED SEPARATELY BASED ON JDA (BUILDING) BSR 2016

SCHEDULE – H: SPECIAL CONDITION: Attached Separately.

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


EXECUTIVE ENGINEER-RRP-II
JDA, Jaipur.

Signature of the Contractor
With full Address, Mob No, Landline No & E-mail address

SPECIAL CONDITIONS

SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. This shall have to be arranged by the contractor at his own level/cost.
02. 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.
03. The contractor shall follow the contractor lab our regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause an audit and 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 then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the contract 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.
07. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3 para 36) and subsequent modification.
09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in the 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 tender withdraws his tender prior to expiry of said validity period given at S. No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender 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 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 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of contractors provide that work up to the time five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.

15. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, 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 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 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. The contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
29. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction 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.


Executive Engineer –RRP-II
JDA, Jaipur.

Signature of the Contractor
With full Address, Mob No, Landline No & E-mail address

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

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 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 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 transaction 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 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 of, 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.
 - 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 and 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:

Place:

Signature of bidder

Name:

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the first Appellate Authority is JDC

The designation and address of the Second Appellate Authority is E.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 endeavor 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 or 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 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 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 other wise 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.

[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

Tender Inviting Authority: EXECUTIVE ENGINEER (RRP-II), JDA, JAIPUR			
Name of Work: Construction of Remaining Low Height Compound Wall (due to change planning), Toe wall and other miscellaneous compound wall work in Zone-14, JDA Jaipur.			
Contract No: EE(RRP-II)/01/2017-18			
Bidder Name:		Excess (+)	%

SCHEDULE OF WORKS

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	Earth work in excavation by mechanical means (Hydraulic Excavator)/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sum on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 meter. All kinds of soils	1502.000	Cum	111.60	Rupees One Hundred & Eleven and Paise Sixty Only	167623.20
2.00	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size).	295.000	Cum	2058.30	Rupees Two Thousand & Fifty Eight and Paise Thirty Only	607198.50
3.00	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M15 grade Nominal Mix 1: 2: 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size).	126.000	Cum	2882.70	Rupees Two Thousand Eight Hundred & Eighty Two and Paise Seventy Only	363220.20
4.00	Random Rubble stone masonry for with hard stone in foundation and plinth in Cement Sand mortar above 30 CM thick wall in: Cement Mortar 1:6 (1-Cement : 6-Sand).	1016.000	Cum	1770.30	Rupees One Thousand Seven Hundred & Seventy and Paise Thirty Only	1798624.80
5.00	Random Rubble stone masonry for with hard stone in foundation and plinth in Cement Sand mortar above 30 CM thick wall in: Cement Mortar 1:4 (1-Cement : 4-Sand).	433.000	Cum	1984.50	Rupees One Thousand Nine Hundred & Eighty Four and Paise Fifty Only	859288.50

6.00	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finish :12mm thick.	3429.000	Sqm	76.50	Rupees Seventy Six and Paise Fifty Only	262318.50
7.00	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finish :20mm thick.	300.000	Sqm	92.70	Rupees Ninety Two and Paise Seventy Only	27810.00
8.00	Finishing wall with water proofing cement paint of approved brand and manufacture and or required shade to give an even shade including all scaffolding: New work (Two or more coats applied @ 3.84 kg/10 sqm).	4263.000	Sqm	33.30	Rupees Thirty Three and Paise Thirty Only	141957.90
9.00	Brick masonry with F.P.S. bricks of class designation 75 in foundation and plinth with bricks.Cement mortar 1 : 6 (1 cement : 6 coarse sand)	375.235	Cum	2604.60	Rupees Two Thousand Six Hundred & Four and Paise Sixty Only	977337.08
Total Estimated Cost in Figures						5205378.68
Quoted Amount					5205378.68	5205379.00
Quoted Rate in Words		Rupees Fifty Two Lakh Five Thousand Three Hundred & Seventy Nine Only				


Executive Engineer –RRP-II
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

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

Dated: 11/3/2016

Office Order

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.

Table-I

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		
	(i) Two layer WBM/GSB	3 years	6 Months or one full rainy season which ever is later
	(ii) For Renewal/Strengthening		
	(a) BT upto 30 mm thickness	3 years	1 year
	(b) BT above 30 mm to upto 40 mm	3 years	2 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		
	(a) BT upto 90 mm	3 years	3 years
	(b) BT more than 90 mm	3 years	5 years
7.	Compound wall	6 months	3 years
8.	Buildings work		
	(i) Work pertaining to Sanitary works electrical works, Joinery works and painting works.	6 months	2 years
	(ii) Work pertaining to Building structure and other civil works.	6 months	5 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	1st year	2nd year	3rd year	5th year
1.	Upto 1 year	100%	40%	20%	10%
2.	Upto 2 year		60%	20%	10%
3.	Upto 3 year			60%	10%
4.	Upto 4 year				20%
5.	Upto 5 year				50%

Various conditions for managing DLP are as under:-

- (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 RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DF-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.

Table-III

% Recovery on Withdrawal of DLP, of work order DLP period	1 year	2 year	3 year	4 year	5 year
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.

(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