

## **JAIPUR DEVELOPMENT AUTHORITY**

Room No. CCC-FF-133, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004

Telephone: +91-141-2569696 e.mail: rajendra.sharma@mailjda.org

No.: JDA/EE-10/2021-22/D-131

Dated: 06-05-2021

### **NOTICE INVITING BID**

**NIB NO : JDA/EE-10/06/2021-22**

Online Bid are invited up-to 6.00 PM of 21.05.2021 for “**Emergency Flood Relief work in zone 10 area JDA jaipur**” estimated cost of Rs 70.50 Lacs. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM of 21.05.2021 Details may be seen in the Bidding Document at our office or the state Public Procurement Portal website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in](http://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](http://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 and Bid security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) for online e-Bid submission.

**UBN No. – JDA**

Executive Engineer-10,  
JDA, Jaipur.

**Enclose in Bid Document**

<b>Detailed NIB</b>	
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> <li>➤ Name : Executive Engineer-10, Jaipur Development Authority</li> <li>➤ Address: Room No. CCC-FF-133, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)</li> <li>➤ Email:- Sarvendravikram.jda@rajasthan.gov.in</li> </ul>
Subject Matter of Procurement	<ul style="list-style-type: none"> <li>➤ <b>Emergency Flood Relief work in zone 10 area JDA jaipur</b></li> <li>➤ Job No.: 06/2021-22</li> </ul>
Bid Procedure	<ul style="list-style-type: none"> <li>➤ Single Stage tender (eg. Two part (Envelope) open competitive) eBid procedure at <a href="http://eproc.rajastha.gov.in">http://eproc.rajastha.gov.in</a></li> </ul>
Bid evaluation Criteria ( Selection Method)	<ul style="list-style-type: none"> <li>➤ L1 ( eg. Least Cost based Selection ( LCBS)-L1)</li> </ul>
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<ul style="list-style-type: none"> <li>➤ Websites : <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>, <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>, <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a></li> </ul>
Website for online Bid application and payment	<ul style="list-style-type: none"> <li>➤ Website : <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a></li> <li>➤ 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.</li> <li>➤ Bidding Document fee : Rs 500/- (Rupees Five Hundred only)</li> <li>➤ RISL Processing Fee : Rs 1000/- ( Rupees One Thousand only)</li> <li>➤ Requisite Bid Security Deposit :</li> </ul>
Estimated Procurement Cost	<ul style="list-style-type: none"> <li>➤ INR 70.50 Lacs ( Seventy Lacs Fifty thousand only)</li> </ul>
Bid Security Deposit	<ul style="list-style-type: none"> <li>➤ All the eligible contractors should be submit Bid security declaration on non-judicial stamp of Rs-50/-as per office order issued by finance department (GF&amp;AR) GoR dated 23.12.2020.(Declaration form attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid.</li> <li>➤ <b>Eligibility:-</b>Bidder who is A and AA Class contractor registered in other Government Department and Bidder registered as contractor AA, A ,B, C in JDA</li> </ul>
Date/Time/Place of Pre-Bid	<ul style="list-style-type: none"> <li>➤ NA</li> </ul>
Applying Bid and making Online Payment on JDA Portal ( <a href="http://www.Jda.urban.rajasthan.gov.in">www.Jda.urban.rajasthan.gov.in</a> )	<ul style="list-style-type: none"> <li>➤ Start Date : 12.05.2021 from 9.30 AM onwards</li> <li>➤ End date : 21.05.2021 up to 6.00 PM</li> <li>➤ Original Bid securing declaration is to be submitted in Room No 215N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur by 24.05.2021 to 26.05.2021 upto 2.00 PM</li> </ul>
Bid submission on E-Procurement Portal of GOR ( <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> )	<ul style="list-style-type: none"> <li>➤ Start date : 12.05.2021 from 9.30 AM</li> <li>➤ End date : 21.05.2021 upto 6.00 PM</li> </ul>
Date/Time? Place of Technical Bid Opening	<ul style="list-style-type: none"> <li>➤ NA</li> </ul>
Date/Time/Place of Bid Opening	<ul style="list-style-type: none"> <li>➤ 27.05.2021 at 11.00 AM</li> <li>➤ Room No. CCC-TF-309 IIIrd floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 ( Rajasthan)</li> </ul>
Bid Validity	<ul style="list-style-type: none"> <li>➤ 120 days from the bid submission deadline</li> </ul>
Time period	<ul style="list-style-type: none"> <li>➤ 06 months</li> </ul>
<p>* 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:</p>	

**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 detail 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 payments 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)

This 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 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 (TypeIII) 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 safe crypt, 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://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 11 th hour issues like slow speed: chocking 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 (procurement) 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](mailto: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 documents (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-10,  
JDA, Jaipur.**

## जयपुर विकास प्राधिकरण, जयपुर

(कमरा न0 CCC-FF 133, नागरिक सेवा केन्द्र भवन)  
इन्दिरा सर्किल, जेएलएन मार्ग, जयपुर-302004

क्रमांक : जविप्रा/अधि.अभि.-10/जोब न0 06/2021-22/डी-131

दिनांक : 06.05.2021

### पूर्ण कालीन निविदा सूचना

**क्रमांक : जविप्रा/अधि.अभि.-10/06/2021-22**

जयपुर विकास प्राधिकरण द्वारा जविप्रा जोन-10 क्षेत्र में आपातकालीन बाढ राहत कार्य जिसकी अनुमानित लागत रूपये 70.50 लाख के लिये ऑनलाईन बिड्स दिनांक 21.05.2021 को सांय 6.00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि 21.05.2021 को सांय 6.00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) , [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) पर देखा जा सकता है। निविदा में भाग लेने वालों को निम्न शर्तों की पूर्ति करनी होगी।

1. निविदा दाता जयपुर विकास प्राधिकरण की वेबसाईट [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शुल्क, अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाइन जमा करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदा दाताओं का राजस्थान सरकार के ई-प्राक्यूमेंट पोर्टल [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर पंजीकृत हो।

**UBN No. -**

अधिशायी अभियंता-10  
जविप्रा, जयपुर।

# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

## SCHEDULE AND SPECIFICATIONS

Name of Work : **Emergency Flood Relief work in zone 10 area JDA jaipur**

1. NIB No. : EE.-10/06/2021-22
2. Approximate cost : Rs 70.50 Lacs
3. Cost of the bid document (In favour of secretary, JDA, Jaipur) : Rs. 500.00 The Bidders are required to submit Bid Security, cost of Bid documents, Bid processing fees through online payment only after registering with JDA on [www.jaipurjda.org/e-services/e-tender](http://www.jaipurjda.org/e-services/e-tender) portal. There should be a gap 3 working days between End date for Bid applying, Online Payment & Bid submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.
4. Bid Processing Fees : Rs. 1000.00
5. Bid security : All the eligible contractors should be submit Bid security declaration on non-judicial stamp of Rs-50/-as per office order issued by finance department (GF&AR) GoR dated 23.12.2020.(Declaration form attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid.  
**Eligibility:-**Bidder who is A and AA Class contractor registered in other Government Department and Bidder registered as contractor AA, A ,B, C in JDA
6. Start date for Bid Applying, Online Payment on JDA Portal and Bid Submission on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) : Start Date : 12.05.2021 from 9.30 AM onwards
7. Online payment end date on JDA Portal : End date : 21.05.2021 upto 6.00 PM
8. Bid Submission end date on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) : End date : 21.05.2021 upto 6.00 PM
9. Date, Time & Place of Bid opening : 27.05.2021 at 11.00 AM Room No. CCC-TF-309 IIIrd floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Negru Marg, Jaipur- 302004 ( Rajasthan)
10. Date of submission of Bid fees, RSL Processing fee & EMD fee : 12.05.2021 to 21.05.2021 upto 6.00 PM through online payment after registering with JDA on [www.jaipur.org/e-services/e-tender](http://www.jaipur.org/e-services/e-tender) portal. There Should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date.
11. Period of completion of work : 6 Months

**SCHEDULE – A: INFORMATION USEFUL FOR THE BIDDERS:**

The Bidder should see the site and fully understand the conditions of the site before bidding and include all lead, 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 IRC/MoRTH, Rajasthan PWD/JDA detailed specification and to the entire satisfaction of the Engineer–In–Charge of the work.

**SCHEDULE – B: LIST OF THE TECHNICAL SANCTION AND DRAWING:**

The Technical Sanction, specifications, scope of work and drawings may be seen in office of the undersigned.

**SCHEDULE – C: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:**

List of the drawing to be supplied by the bidder NIL. But the bidder shall have to arrange at his own cost drawings required for the work after deposition necessary cost with in JDA.

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

The test of the materials and working and workmanship shall be conducted by the Engineer in charge of work and quality control cell as per norms. The result of such tests should confirm to the standard laid down in the Indian standard, laid down in the detailed specification of the IRC / MORTH / IS Public Work. Department, Rajasthan. Proper quality control is required to be maintained by the contractor. Qualified personnel as required under the contractor enlistment rules shall have to be engaged at site by the Contractor in case of failure, the department reserves the right to engage such staff and to recover wages from agency. The contractor shall provide facility of each test at site. The expenses shall be recovered from the contractor in case of his failure to do so.

**SCHEDULE – E: SAMPLES OF THE MATERIALS:**

The sample of the materials to be used by the bidder shall be deposited 15 days in advance with the Engineer In charge and be got approval by him before use.

**SCHEDULE - F: TIME OF COMPLETION:**

The work should start within 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 condition of the tender.

**SCHEDULE – G: ATTACHED SEPARATELY BASED ON :** 2014 JDA BSR Items (Approved Non-BSR Items)-2014-2015  
2015 JDA BSR Items (Approved Non-BSR Items)-2015-2016  
2016 JDA BSR (Carriage of Materials Road)-2015-2016  
2016 JDA BSR (Road Works)-2015-2016  
2018 JDA BSR items ( Approved Non-BSR item) 2018-2019

**SCHEDULE – H: SPECIAL CONDITION:** Attached Separately.

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

**SCHEDULE - J: COST OF BID DOCUMENTS, PROCESSING FEES & EARNEST MONEY.**

Date of submission of Bid Cost, Process Cost & EMD from 12.05.2021 to 21.05.2021 up to 6.00 PM through online payment after registering with JDA on [www.jda.urban.rajasthan.gov.in/e-services/e-tender](http://www.jda.urban.rajasthan.gov.in/e-services/e-tender) portal. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. All the eligible contractors should be submit Bid security declaration on non-judicial stamp of Rs-50/-as per office order issued by finance department (GF&AR) GoR dated 23.12.2020. (Declaration form attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid.

**Signature of the Contractor  
With full Address**

**Executive Engineer-10  
JDA, Jaipur.**

## SPECIAL CONDITIONS

### SCHEDULE 'H'

01. 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 bidder 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 bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder 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 bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less 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 bay the JDA to the bidder.
05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the bidder. In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may 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 bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
07. The rate quoted by the bidder shall remain valid for a period of 4(four) months from the date of opening of the bids.
08. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
10. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his bid 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 bid 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 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 bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. The bidder 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 bidder shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of bidders provide that work; up to five time limit for which they are qualified for bidding can be allotted to them. Therefore, before bidding the bidder will keep this in mind, and submit the details of work. Bids 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 bidder 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 bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
17. The rates provided in bid 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 Bidder at his own cost.
21. Undersigned has full right to reject any or all bids without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted by 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 various works costing Rs. 25.00 lacs and more shall be applicable.
25. The bidders are required to submit copy of their enlistment as bidder.
26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
27. 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.
28. 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.

**Signature of Bidder  
with full address & Mobile No.**

**Executive Engineer-10  
JDA, Jaipur**

## Other Terms & Condition

### Dumper

1. Agency has to provide Dumpers at site, after getting verbal directions of engineer in charge, within 12 Hours in JDA, Region.
2. The contractor shall give his full postal address with telephone No./Mobile No. on which the order may be placed .
3. Agency or its representative should available, 24 Hours on Mobile Phone (mentioned in Schedule "H")during contract period.
4. Hire charges shall including diesel, operational staff, Mobil oil spares and lubricants etc.
5. The logbook of machinery to be hired, shall be maintained by the agency and the same duly verified shall be submitted for the payment.
6. The contractor shall have to provide and start work with short notice either telephonically or on writing.
7. If contractor fails to do so, work will be carried out by other agency on his cost and whole of deposit money will be forfeited.
8. The machinery should be in perfect condition.
9. No hire charges shall be paid if Machinery will be out of order, under repair or in absence of driver.
10. JDA may demand any number of Machinery as and when required at any point of time for required duration for which the agency will be bound to supply.
11. Supply of machinery can be ordered by JDA on any day and agency shall have to arrange the required number of machinery within 12 hours of the issue of order falling which supply shall be taken from any other agencies on available rate, excess expenditure so occurred shall be recovered from the agency .
12. Generally JDA will place the order to the approved agency but JDA will be free to engage the machinery from other agencies too on approved rates. For this no claim shall be made by the approved rate contract agency.
13. The Dumper should be properly registered insured & holding registration certificate etc. which should always remain with the driver and for any lapse thereof the supplier shall be responsible.
14. The quantum of work can be increased or decreased from the estimated amount. In such condition no claim/compensation shall be paid to the agency.
15. The rates are although for 8 hrs. shift but if the status i.e. Idle state or working state of a particular machine continues to be same in the next 8 hrs. shift then 10 % less payment of approved rate will be made for next shift.
16. Rates approved under rate contract shall be governed by price fall clause which provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to any one in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly

## **Blade**

1. The contractor shall have to provide and start work with short notice either telephonically or on writing.
2. If contractor fails to do so, work will be carried out by other agency on his cost and whole of deposit money will be forfeited.
3. The contractor shall give his full postal address with telephone No./Mobile No. on which the order may be placed.
4. The machinery should be in perfect condition.
5. No hire charges shall be paid if Machinery will be out of order, under repair or in absence of driver.
6. JDA may demand any number of Machinery as and when required at any point of time for required duration for which the agency will be bound to supply.
7. Supply of machinery can be ordered by JDA on any day and agency shall have to arrange the required number of machinery within 12 hours of the issue of order falling which supply shall be taken from any other agencies on available rate, excess expenditure so occurred shall be recovered from the agency.
8. Generally JDA will place the order to the approved agency but JDA will be free to engage the machinery from other agencies too on approved rates. For this no claim shall be made by the approved rate contract agency.
9. The Tractor with Blade should be properly registered, insured & holding registration certificate etc. which should always remain with the driver and for any lapse thereof the supplier shall be responsible.
10. The quantum of work can be increased or decreased from the estimated amount . In such condition no claim/compensation shall be paid to the agency.
11. The rates are although for 8 hrs. shift but if the status i.e. Idle state or working state of a particular machine continues to be same in the next 8 hrs. shift then 10 % less payment of approved rate will be made for next shift.
12. Rates approved under rate contract shall be governed by price fall clause which provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to any one in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price , for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly

## **Pump**

1. The contractor shall have to provide and start work with short notice either telephonically or on writing.
2. If contractor fails to do so, work will be carried out by other agency on his cost and whole of deposit money will be forfeited.
3. The contractor shall give his full postal address with telephone No./Mobile No. on which the order may be placed.
4. The machinery should be in perfect condition.
5. No hire charges shall be paid if Machinery will be out of order, under repair or in absence of driver.
6. JDA may demand any number of Machinery as and when required at any point of time for required duration for which the agency will be bound to supply.

7. Supply of machinery can be ordered by JDA on any day and agency shall have to arrange the required number of machinery within 12 hours of the issue of order falling which supply shall be taken from any other agencies on available rate, excess expenditure so occurred shall be recovered from the agency.
8. Generally JDA will place the order to the approved agency but JDA will be free to engage the machinery from other agencies too on approved rates. For this no claim shall be made by the approved rate contract agency.
9. The machinery should be properly registered insured & holding registration certificate etc. which should always remain with the driver and for any lapse thereof the supplier shall be responsible.
10. The quantum of work can be increased or decreased from the estimated amount .In such condition no claim/compensation shall be paid to the agency.
11. The rates are although for 8 hrs. shift but if the status i.e. Idle state or working state of a particular machine continues to be same in the next 8 hrs. shift then 10 % less payment of approved rate will be made for next shift.
12. Rates approved under rate contract shall be governed by price fall clause which provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to any one in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price , for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.

### **Mud Pump**

1. The contractor shall have to provide and start work with short notice either telephonically or on writing.
2. If contractor fails to do so, work will be carried out by other agency on his cost and whole of deposit money will be forfeited.
3. The contractor shall give his full postal address with telephone No./Mobile No. on which the order may be placed.
4. The machinery should be in perfect condition.
5. No hire charges shall be paid if Machinery will be out of order, under repair or in absence of driver.
6. JDA may demand any number of Machinery as and when required at any point of time for required duration for which the agency will be bound to supply.
7. Supply of machinery can be ordered by JDA on any day and agency shall have to arrange the required number of machinery within 12 hours of the issue of order falling which supply shall be taken from any other agencies on available rate, excess expenditure so occurred shall be recovered from the agency.
8. Generally JDA will place the order to the approved agency but JDA will be free to engage the machinery from other agencies too on approved rates. For this no claim shall be made by the approved rate contract agency.
9. The machinery should be properly registered, insured & holding registration certificate etc. which should always remain with the driver and for any lapse thereof the supplier shall be responsible.
10. The quantum of work can be increased or decreased from the estimated amount . In such condition no claim/compensation shall be paid to the agency.

11. The rates are although for 8 hrs. shift but if the status i.e. Idle state or working state of a particular machine continues to be same in the next 8 hrs. shift then 10 % less payment of approved rate will be made for next shift.
12. Rates approved under rate contract shall be governed by price fall clause which provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to any one in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price , for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.

## **Pocklain**

1. Agency has to provide pocklain at site, after getting verbal directions of engineer in charge within 12 Hours in JDA, Region.
2. The contractor shall give his full postal address with telephone No./Mobile No. on which the order may be placed..
3. Agency or its representative should available, 24 Hours on Mobile Phone (mentioned in Schedule "H") during contract period.
4. Hire charges shall including diesel, operational staff, Mobil oil spares and lubricants etc.
5. The logbook of machinery to be hired, shall be maintained by the agency and the same duly verified shall be submitted for the payment.
6. The contractor shall have to provide and start work with short notice either telephonically or on writing.
7. If contractor fails to do so, work will be carried out by other agency on his cost and whole of deposit money will be forfeited.
8. The machinery should be in perfect condition.
9. No hire charges shall be paid if Machinery will be out of order, under repair or in absence of driver..
10. JDA may demand any number of Machinery as and when required at any point of time for required duration for which the agency will be bound to supply.
10. Supply of machinery can be ordered by JDA on any day and agency shall have to arrange the required number of machinery within 12 hours of the issue of order falling which supply shall be taken from any other agencies on available rate, excess expenditure so occurred shall be recovered from the agency
11. Generally JDA will place the order to the approved agency but JDA will be free to engage the machinery from other agencies too on approved rates. For this no claim shall be made by the approved rate contract agency.
12. The Pocklain should be properly registered insured & holding registration certificate etc. which should always remain with the driver and for any lapse thereof the supplier shall be responsible
13. The quantum of work can be increased or decreased from the estimated amount. In such condition no claim/compensation shall be paid to the agency.
14. Rates approved under rate contract shall be governed by price fall clause which provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to any one in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of

reducing or quoting lower price , for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly

**Signature of Bidder  
with full address & Mobile No.**

**Executive Engineer-10  
JDA, Jaipur**

**Special Conditions of Contract regarding Defect Liability Period (DLP) for various works costing Rs. 25.00 Lacs and more**

- 1.1 The Defect Liability Period (DLP) for various type of works excluding patch repair work shall be according to **JDA Office order no: JDA/Ex.En.( TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016** . Works executed by the Contracting agency shall be maintained by them at their own cost for prescribed time (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Works and removal of defect during Defect Liability Period.
- 1.3 The word “Road Works” means all new Road Works construction, strengthening 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 respective DLP period.
- 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 (a) The routine maintenance activities and their periodicity as per JDA Office order no: JDA/Ex.En. (TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016**

**Table-I**

<b>S.No.</b>	<b>Type of work</b>	<b>DLP Period</b>
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii) New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years

8	Building work	
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to building structure and other civil works.	5 Years
9	Electric work except maintenance	3 Years
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years

**1.7 (b) 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 <b><u>once in every one and half years.</u></b>
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	<b>Thermoplastic Paint</b> Maintenance as and when required. Repainting <b><u>once in every one and half years.</u></b> <b>Ordinary Paint</b> Maintenance as and when required. Repainting <b><u>thrice in every years.</u></b>
7	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.

**2. General**

**2.1 Inspection of works during Defect Liability Period**

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

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

## 2.2 Conditions regarding Security Deposit

### 2.2.1 Security for DLP-

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

### 2.2.2 Refund of SD –

The Security Deposit will be release in the following stages after satisfactory performance certificate issued by Engineer-In-Charge:-

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

**Table-II**

S.No.	Released SD DLP period	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	5 <sup>th</sup> 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 later 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 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.

Table III

% recovery on withdrawal of DLP of work order	1 Year	2 Year	3 Year	4 Year	5 Year
DLP period					
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9.00	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.
- (c) 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.

### 2.2.3 **Forfeiture of SD**

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

### 2.2.4 **Force Majeure**

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

**Signature of Contractor**  
**With full Address**

**Executive Engineer-10**  
**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 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 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 EX.Eng-10, JDA, Jaipur for procurement of **Emergency Flood Relief work in zone 10 area JDA jaipur** In response to their Notice Inviting Bids No. 06 Dated 07.05.2021 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 :

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

The designation and address of the Second Appellate Authority is EC

**(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 with in 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 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.

**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 Fifty 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.

**Signature of Contractor  
With full Address**

**Executive Engineer-10  
JDA, Jaipur.**

## Form of Bid-Securing Declaration

Date :  
Bid No. :  
Alternative No. :

To :  
-----  
-----

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

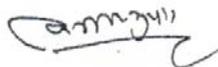
In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on        day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]



# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work : Emergency Flood Relief work in zone 10 area JDA jaipur

## SCHEDULE - "G"

**BSR Used :2014 JDA BSR Items (Approved Non-BSR Items)-2014-2015**

**2015 JDA BSR Items (Approved Non-BSR Items)-2015-2016**

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

**2016 JDA BSR (Road Works)-2015-2016**

**2018 JDA BSR Items (Approved Non-BSR Items)-2018-2019**

S.No.	Item	Qty.	Rate	Unit	Amount
1	2	3	4	5	6
1	Supply of JCB (excavator cum loader) Type 3D on hire including POL & driver at different sites as Directed by Engineer in charge.	512.000	745.00	Per hour	381440.00
2	Supply of JCB (excavator cum loader) Type 3D on hire including POL & driver at different sites as Directed by Engineer in charge. Rate for idle period (50% of rate)	170.000	372.50	Per hour	63325.00
3	Supplying of 35 HP Diesel Tractor Trolley with hydraulic lift Trolley on hire with driver, cleaner and POL at different sites of JDA region as Directed by Engineer in charge.	528.000	1290.00	Per Shift of 8 hrs	681120.00
4	Supplying of 35 HP Diesel Tractor Trolley with hydraulic lift Trolley on hire with driver, cleaner and POL at different sites of JDA region as Directed by Engineer in charge. Rate for idle period (50% of rate)	176.000	645.00	Per Shift of 8 hrs	113520.00
5	Supplying of 35 HP Diesel Tractor with blade on hire with driver, cleaner and POL at different sites of JDA region at Directed by Engineer in charge.	160.000	1050.00	Per Shift of 8 hrs	168000.00
6	Supplying of 35 HP Diesel Tractor with blade on hire with driver, cleaner and POL at different sites of JDA region at Directed by Engineer in charge. Rate for idle period (50% of rate)	53.000	525.00	Per Shift of 8 hrs	27825.00
7	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 II Material	465.000	378.00	Cum	175770.00
8	Wet Mix Macadam Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and MoRD Specification Clause 406. By Mechanical Means with 1 km lead	689.000	1071.00	Cum	737919.00
9	Prime Coat Low porosity Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per MoRD Specification Clause 502	3445.000	31.50	Sqm	108517.50

S.No.	Item	Qty.	Rate	Unit	Amount
1	2	3	4	5	6
10	Tack Coat Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	3445.000	9.00	Sqm	31005.00
11	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 dry and hungry bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	1842.750	10.80	Sqm	19901.70
12	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.	3445.000	10.80	Sqm	37206.00
13	Providing and laying dense graded bituminous macadam with 100-120 TPH batch type HMP producing an average output of 75 tones per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.0 to 4.5 percent by weight of total mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT&H Specifications Clause 507 complete in all respects for Grading II ( 19 mm nominal size )	392.730	2722.50	P.MT	1069207.43
14	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)	364.855	2934.00	P.MT	1070484.57
15	Carriage of material from quarry/crusher to work site including loading, unloading and stacking all complete. Building Rubbish Stone metal (Grit and ballast etc.) For 5 Km.	1500.000	59.40	Cum	89100.00
16	Production & Supply of kandhal readymade cold bituminous patching mix in 50kg plastic lined, sturdy bags for repair of potholes in adverse climatic condition including the bituminous mix with a minimum of 5.6% MC-800 Cutback Bitumen (containing a suitable antistripping agent) by weight of mix and in strict conformance to gradation and other requirements such as 6-month storage life as per the attached specification, transportation with all lead and lift complete in all respects as per direction of engineer-in-charge.	3000.000	11.00	P.Kg	33000.00
17	Labour charges for placing and compacting kandhal readymade cold bituminous patching mix in potholes in adverse weather including cleaning of potholes, placing and compacting the mix, sprinkling sand to prevent pick up by traffic and documentation of patches, with all leads and lift complete in all respects as per direction of engineer-in-charge.	3000.000	2.00	P.Kg	6000.00

S.No.	Item	Qty.	Rate	Unit	Amount
1	2	3	4	5	6
18	Removal of Unsuitable Soil with Disposal upto 1000 m Removal of unsuitable soil including excavation, loading and disposal upto 1000 m lead but excluding compaction ground supporting embankment subgrade replacement by suitable soil, which shall be paid separately as per Clause 303.5.2 as per MoRD Specification Clause 302.3.11	2280.000	26.10	Cum	59508.00
19	Construction of Subgrade and Earthen Shoulders Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts and leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of Table 300.2 with lead upto 1000 m as per MoRD Specification Clause 303.1.	3465.000	94.50	Cum	327442.50
20	Supply of Dumpers on hire charges with driver, cleaner and POL different sites of JDA region as Directed by Engineer in charge.	40.000	2680.00	Per Shift of 8 hrs	107200.00
21	PROTECTION WORKS Providing and Laying of Boulder Apron Laid in Wire Crates as per Drawing and Technical Specification Clause 1301 Providing and laying of boulder apron laid in wire crates with 4 mm dia GI wire conforming to IS:280 and IS:4826 in 100 mm x 100 mm mesh (woven diagonally) including 10 per cent extra for laps and joints laid with stone boulders weighing not less than 25 kg each as per drawing and MoRD specifications Clause 1301	151.875	1305.00	Cum	198196.88
22	Direction and Place Identification signs upto 0.9 sqm size board Retro-reflectorised Traffic Signs Providing and erecting direction and place identification retro-reflectorised sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3, fixed over aluminium sheeting, 2 mm thick with area not exceeding 0.9 sqm supported on 2 inch dia GI Pipe firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 x 450 x 600 mm, 600 mm below ground level as per approved drawing and Tehnical Specification Clause 1701.	54.000	8235.00	Sqm	444690.00
23	Labour charges for patching W.B.M. using crushed / broken aggregates including preparation of pot hole scarifying & reshaping to the required grade and camber as per the standard specifications, spreading of material consolidation with mechanical drop hammer of 11.40 kg hand rammer or 8-10 tone power roller, spreading and consolidation of binding material including cost of fuel & lubricants and hire charges of T&P.	200.000	148.50	Cum	29700.00
24	Providing of Mud pump with hose pipe in required length on hire charges with P.O.L., the pump should be completed with suction and delivery attachment as per site requirement. 20 HP Mud pump tractor mounted with driver, operator and helper	100.000	1900.00	Per Shift of 8 hrs	190000.00
25	Providing of Mud pump with hose pipe in required length on hire charges with P.O.L., the pump should be completed with suction and delivery attachment as per site requirement. Rate for idle period (50% of rate)	33.000	950.00	Per Shift of 8 hrs	31350.00
26	Providing of Mud pump with hose pipe in required length on hire charges with P.O.L., the pump should be completed with suction and delivery attachment as per site requirement. 50 HP Mud pump tractor mounted with driver, operator and helper	100.000	2440.00	Per Shift of 8 hrs	244000.00
27	Providing of Mud pump with hose pipe in required length on hire charges with P.O.L., the pump should be completed with suction and delivery attachment as per site requirement. Rate for idle period (50% of rate)	33.000	1220.00	Per Shift of 8 hrs	40260.00

S.No.	Item	Qty.	Rate	Unit	Amount
1	2	3	4	5	6
28	Supply of Hydraulic Proclaim Bucket capacity above 0.75 cum for Flood control works in JDA region, JDA, Jaipur including all transportation loading, unloading charges completely.	75.000	2500.00	Hours	187500.00
29	Supply of Hydraulic Proclaim Bucket capacity above 0.75 cum for Flood control works in JDA region, JDA, Jaipur including all transportation loading, unloading charges completely. Rate for idle period (50% of rate)	25.000	1250.00	Hours	31250.00
30	Providing of 5 HP diesel dewatering pump with hose pipe in required length on hire charges with P.O.L. the Pump should be complete with suction & delivery attachment as per site requirements. Only pump with operator & helper	56.000	300.00	Per Shift of 8 hrs	16800.00
31	Providing of 5 HP diesel dewatering pump with hose pipe in required length on hire charges with P.O.L. the Pump should be complete with suction & elivery attachment as per site requirements. Rate for idle period (50% of rate)	112.000	150.00	Per Shift of 8 hrs	16800.00
32	Providing of 5 HP diesel dewatering pump with hose pipe in required length on hire charges with P.O.L. the Pump should be complete with suction & elivery attachment as per site requirements.	100.000	1345.00	Per Shift of 8 hrs	134500.00
33	Providing of 5 HP diesel dewatering pump with hose pipe in required length on hire charges with P.O.L. the Pump should be complete with suction & elivery attachment as per site requirements. Rate for idle period (50% of rate)	33.000	672.50	Per Shift of 8 hrs	22192.50
34	Providing, fixing, maintaining, shifting & refixing, barricading of a steel portable barricade with horizontal sheet 0.60 mtr wide, 2.4 mtr in length fitted on a "A" frame and sheet painted with 2 coats of yellow paint, lettering (CAUTION, JDA AT WORK, DRIVE SLOW) on sheet with RED paint & border with reflective paint at the time of every shifting, traffic diversion arrangement, safety guard, suitable lightning arrangement during night if required, complete in all respect till completion of the project as per technical specification and direction of Engineer-In-charge and same shall be possessed by the contractor after completion of the project. Payment under this item will be released:- (1) 50% at the time of providing new barricading at the time of start of project at location and plan as approved by the Engineer & certification (2) 50% After completion of project including shifting, re-erecting and maintaining the barricading in position, during entire construction tenure with requisite manpower/flagman etc. Complete for guiding traffic and safety etc and dismantling after completion of project.	30.000	2918.00	Each	87540.00
35	Supplying, filling and stitching of empty cement bags either of plastic or jute with earth available at site, of weight not less than 40 Kg. including excavation etc. complete.	8000.000	6.75	P.Bag	54000.00
		Total			<b>7036271.07</b>

Executive Engineer-10  
JDA, Jaipur