

## Detailed NIB

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>➤ Name: Executive Engineer (RRP-II), Jaipur Development Authority</li> <li>➤ Address: Room No.JB-FF-102, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)</li> <li>➤ Email: <a href="mailto:ee.rrp2@jaipurjda.org">ee.rrp2@jaipurjda.org</a></li> </ul>
<b>Subject Matter of Procurement</b>	<ul style="list-style-type: none"> <li>➤ <b>Road maintenance work in PAP area of ring road project zone 14, JDA, Jaipur ch 12+500 to 33+100</b></li> <li>➤ Job No. 123/2021-22</li> </ul>
<b>Bid Procedure</b>	➤ Single Stage Open Competitive) e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	L1 (e.g. Least Cost Based Selection (LCBS)-L1)
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.</b>	➤ 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>
<b>Website for online Bid application and payment *</b>	<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 and RISL Processing Fee online only. <ul style="list-style-type: none"> <li>○ Bidding document fee: Rs. 500/-</li> <li>○ RISL Processing Fee: Rs. 1000/-</li> </ul> </li> </ul>
<b>Estimated Procurement Cost</b>	➤ INR 55.70 Lacs
<b>Bid Security Deposit (BSD)</b>	<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 order issued for finance department (GF&amp;AR) GoR dated 23.12.2020 (Declaration attached with tender document) in lies of Bid Security. It is mandatory to submit bid security bid security declaration in prescribed format along with the bid.</li> <li>➤ Eligibility: Bidder who is A and AA class contractor registered in other Govt. Department and bidder registered as contractor AA, A,B in JDA</li> </ul>
<b>Date/Time/ Place of Pre-Bid</b>	➤ N/A
<b>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>)</b>	<ul style="list-style-type: none"> <li>➤ Start Date: 09.08.2021 at 10.00 AM onwards</li> <li>➤ End Date: 20.08.2021 upto 6.00 PM</li> </ul>
<b>Bid submission on E-Procurement (<a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>)</b>	<ul style="list-style-type: none"> <li>➤ Start Date: 09.08.2021 at 10.00 AM onwards</li> <li>➤ End Date: 20.08.2021 upto 6.00 PM</li> </ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	<ul style="list-style-type: none"> <li>➤ 23.08.2021 at 11.00 PM</li> <li>➤ JB-FF-102, First Floor, Judicial Block, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)</li> </ul>
<b>Bid Validity</b>	➤ 120 days from the bid submission deadline
<b>Completion Period</b>	➤ 6 Months
*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 declaration stamp for which the bidder has to get registered himself on JDA portal: [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) (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 declaration stamp.

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.

#### **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](http://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](http://www.jda.urban.rajasthan.gov.in) under Online Services>>Online Tender Participation

**Annexure: 4**  
**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:

<b>Jaipur Development Authority</b>			
<b>Bid Participation Receipt</b>			
			Date & Time : 09/06/2015 05:13 PM
<b>Bid Detail</b>			
<b>Bid Id :</b>	<b>6215152001</b>	<b>Procurement Entity :</b>	XXXXXXXXXXXXXX
<b>Bid Title :</b>	Testing	<b>Bid Value :</b>	300000
<b>Bid Opening Place :</b>	Manthan Hall, Jaipur Development Authority		
<b>Bidder Detail</b>			
<b>Name of Entity :</b>	XXXXXXXXXXXXXX	<b>Mobile:</b>	9829012345
<b>Registration Type:</b>	Individual	<b>Instrument Amount :</b>	32500.00
<b>Payment Mode:</b>	Online/UTR	<b>Payment Channel :</b>	Payment Gateway/ICICI Branch - JDA
<b>Instrument No :</b>	456123789	<b>Instrument Date :</b>	17-06-2015
<b>Dates Detail</b>			
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	
<b>Specific Instrument Detail for eProc Rajasthan</b>			
<b>Instrument Type:</b> 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
<b>Issuer Detail :</b> Jaipur Development Authority			<b>ChallanNumber:</b> 641515600014

# **JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

## **SCHEDULE AND SPECIFICATIONS**

Name of work : Road maintenance work in PAP area of ring road project zone 14, JDA, Jaipur ch 12+500 to 33+100

1. **NIB No.** : NIB No-03/2021-22
2. **Approximate cost** : Rs. 55.70 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](http://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)** : All the eligible contractors should be Submit Bid security declaration on non-judicial stamp of Rs. 50/-as per order issued for finance department (GF&AR) GoR dated 23.12.2020 (Declaration attached with tender document) in lies of Bid Security. It is mandatory to submit bid security bid security declaration in prescribed format along with the bid.
6. **Sale of Bid document Online** : 09.08.2021 from 10.00 AM to 20.08.2021 upto 6.00 PM
7. **Date & Time of receiving tender Online** : 09.08.2021 from 10.00 AM to 20.08.2021 upto 6.00 PM
8. **Dates & Place for Physical BG Submission** : -
9. **Date of Submission of Bid** : 20.08.2021 upto 6.00 PM through online payment after registering with JDA on [www.jaipurjda.org/e-services/e-tenderportal](http://www.jaipurjda.org/e-services/e-tenderportal).
10. **Date of opening of tender** : 23.08.2021 at 11.00 AM in Room No. JB-102, Second Floor, Judicial Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal 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.
30. "If any bidder quotes a rate below than the schedule "G" rates, i.e. rates below than "at par", then the bidder has to deposit the difference amount i.e. difference amount of the rates as per "at par" and quoted "below", as "Work Performance Guarantee". This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within 14 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date for completion/actual date of completion and shall have to be extended time to time up to actual completion of work as per requirement. In case of non-deposition of the same in specified period, the Bid Security will be forfeited. In case work is not completed satisfactorily, the "Work performance Guarantee" will be forfeited and other action will be taken as per Contract Agreement."

**Executive Engineer –RRP-II  
JDA, Jaipur.**

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

**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:

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 **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**

## Form of Bid-Securing Declaration

Date:  
Bid No.:  
Alternative No.:  
To: **Secretary,**  
**JDA, Jaipur**

We, the under signed, 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 under taken 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.]

[Validate](#)[Print](#)[Help](#)

## Percentage BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Road maintenance work in PAP area of ring road project zone 14, JDA, Jaipur ch 12+500 to 33+100

Contract No: JDA\_EE\_RRP\_II\_2021\_22\_NIB\_3

Bidder Name :						
<b>PRICE SCHEDULE</b>						
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	54	55
1	Construction of embankment with approved material obtained from borrow pits with a lift upto 1.5 m, transporting to site, spreading, grading to required slope and compacting to meet requirement of Tables 300.1 and 300.2 with a lead upto 1000 m as per MoRD Specification Clause 301.5	1216.500	Cum	94.500	114959.25	INR One Lakh Fourteen Thousand Nine Hundred & Fifty Nine and Paise Twenty Five Only
2	Granular sub-base/base/surface course with local materials (Table 400.13) by mix in place method normal Construction of granular sub-base by providing local material spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at once and compacting with smooth wheel roller to achieve the desired density complete as per Clause 401.4 as per MoRD Specification Clause 408. Using naturally occurring gravel	912.375	Cum	360.000	328455.00	INR Three Lakh Twenty Eight Thousand Four Hundred & Fifty Five Only
3	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	399.375	Cum	1071.000	427730.63	INR Four Lakh Twenty Seven Thousand Seven Hundred & Thirty and Paise Sixty Two Only
4	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	6390.000	Sqm	31.500	201285.00	INR Two Lakh One Thousand Two Hundred & Eighty Five Only

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	54	55
5	Providing and applying tack coat with Bitumen emulsion (RS-1) 6,390.000 9.00 sqm 57,510.00 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.	6390.000	Sqm	9.000	57510.00	INR Fifty Seven Thousand Five Hundred & Ten Only
6	Providing and applying tack coat with Bitumen emulsion (RS-1) 6,390.000 10.80 sqm 69,012.00 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.	6390.000	Sqm	10.800	69012.00	INR Sixty Nine Thousand & Twelve Only
7	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 per cent 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 )	801.306	MT	2722.500	2181555.59	INR Twenty One Lakh Eighty One Thousand Five Hundred & Fifty Five and Paise Fifty Eight Only
8	Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT & H Specifications Clause 509 complete in all respects for Grading-II (13 mm nominal size) Bitumen (VG-30)	440.910	MT	2934.000	1293629.94	INR Twelve Lakh Ninety Three Thousand Six Hundred & Twenty Nine and Paise Ninety Four Only
9	Labour charges for placing and compacting kandhal readymade 5,000.000 2.00 Kg 10,000.00 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.	5000.000	Kg	2.000	10000.00	INR Ten Thousand Only
10	Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3 fixed over aluminium sheeting, 1.5 mm thick supported on a mild steel angle iron post 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per drawings and MoRD Specification Clause 801					

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	54	55
10.1	600 mm equilateral triangle	13.000	Each	2745.000	35685.00	INR Thirty Five Thousand Six Hundred & Eighty Five Only
10.2	600 mm x 450 mm rectangular	12.000	Each	3600.000	43200.00	INR Forty Three Thousand Two Hundred Only
11	Marking Centre Line and stop lines etc. on road as per IRC pattern with thermoplastic paint of approved quality and make with 8% glass beads laid on the road surface at temperature 160° C with a special applicator machine complete with a special applicator machine complete with labour material and traffic diversion arrangements.	240.000	Sqm	436.500	104760.00	INR One Lakh Four Thousand Seven Hundred & Sixty Only
12	Providing and fixing PVC Bump Speed Breakers size 350 mm x 262.500 1,926.00 R.Mtr. 5,05,575.00 250 mm x 50 mm fitted with key hooks complete with labour material and traffic diversion arrangements.	262.500	Rmt	1926.000	505575.00	INR Five Lakh Five Thousand Five Hundred & Seventy Five Only
13	Providing and laying reinforced cement concrete pipe NP3 for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry 750 mm dia	40.000	Rmt	2520.000	100800.00	INR One Lakh Eight Hundred Only
14	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.	5000.000	Kg	11.000	55000.00	INR Fifty Five Thousand Only
15	Supply of JCB (excavator cum loader) Type 3D on hire including POL & driver at different sites as Directed by Engineer in charge.	45.000	Per Hour	745.000	33525.00	INR Thirty Three Thousand Five Hundred & Twenty Five Only
<b>Total in Figures</b>					<b>5562682.40</b>	INR Fifty Five Lakh Sixty Two Thousand Six Hundred & Eighty Two and Paise Forty Only
<b>Quoted Rate in Figures</b>					<b>0.000</b>	INR Zero Only
<b>Quoted Rate in Words</b>					<b>INR Zero Only</b>	