



## JAIPUR DEVELOPMENT AUTHORITY

Room No. 101, 1st Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle,

Jawahar Lal Nehru Marg, Jaipur - 302 004

Telephone: +91-141-2569696 PBX 1101 E-mail: [vivjda@gmail.com](mailto:vivjda@gmail.com)

### NOTICE INVITING BID

NIB No. : EE (P-1)/2021-22/NIB-3

Name & Address of the Procuring Entity	<input type="checkbox"/> Name: Executive Engineer, Project-1, Jaipur Development Authority <input type="checkbox"/> Address: Room No. 101, 1st Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan) <input type="checkbox"/> Email: <a href="mailto:vivjda@gmail.com">vivjda@gmail.com</a>
Subject Matter of Procurement	Providing & Fixing Signage Board, Overhead gantry and height barrier at Sodala Elevated Road, Project -I area, Jaipur
Time Period	<b>3 Months</b>
Bid Procedure	Single bid open competitive E bid procedure at <a href="http://eproc.rajasthan.gov.in">eproc.rajasthan.gov.in</a>
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<input type="checkbox"/> Websites: <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> , <a href="http://www.jaipurjda.org">www.jaipurjda.org</a> , <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Website for online bid payment.	<input type="checkbox"/> Website: <a href="http://www.jaipurjda.org">www.jaipurjda.org</a> <input type="checkbox"/> For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, <b>online only</b> . <input type="checkbox"/> Bidding document fee: <b>Rs. 1,000/- Rupees</b> <input type="checkbox"/> Tender Processing Fee: <b>Rs. 1,000/- Rupees</b>
Estimated Procurement Cost	<input type="checkbox"/> <b>INR 96,00,000/-</b>
Bid Security Deposit *	Submit Bid Declaration form on Rs. 50/- Non-Judicial stamp
Publishing date on SPPP Portal	27.12.2021
Document sale/download/ Bid Participation amount deposit start date on JDA Portal	27.12.2021
Bid Submission Start Date on eProc Portal of GOR	27.12.2021
Document sale/download/ Bid Participation amount deposit End date on JDA Portal	06.01.2022 at 06:00 PM
Bid Submission End date on eProc Portal of GOR	06.01.2022 at 06:00 PM
**Date/ Time/ Place of Bid Opening	<input type="checkbox"/> 07.01.2022 at 03:00 PM <input type="checkbox"/> Room No. Room No. 101, 1st Floor, Main Building Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)
Bid Validity	120 days from the bid submission deadline
<p>* This amount can be deposit by bidder online or through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. In which case After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.</p> <p>The bidder also have choice of depositing Bid security/ EMD through bank guarantee (BG) also. In case of bidder opting to submit bid security through BG in the format provided alongwith bid document, the bidder will be provide details of BG viz , bank guarantee no, issuing date, expiring date etc. on online tendering system of JDA. However, the tender fees and processing charges of RISL continue to be paid through online mode only i.e. payment gateway of RTGS/NEFT.</p> <p>A copy of the Bank Guarantee will be required to be attached with the bid submission document uploaded on e-Procurement portal of GOR.</p>	

The physical Bank Guarantee will be deposited in JDA  
Only after schedule date & time of closing date for submission of bid on e-Procurement portal of GOR  
The physical Bank Guarantee will be physically handed over to Nodal Office of online tendering system of JDA (Presently in Room No. MB-SF-225A of Main Building). After verification, original BG will be sent to respective procuring entity which will be refunded/ returned by procuring entity as per rules.

**Note:**

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

**Executive Engineer (Project-1)**  
**JDA, Jaipur**  
Procuring Entity

## 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 by 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 entered 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 a 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 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 form 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 dose 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, Batch Mix plants and paver, road roller, Tarboiler, 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; upto five times limit for which they are qualified for bidding can be allotted to them Therefore, before bid the bidders 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 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 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 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. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty of Rs. 5000/- 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."

SIGNATURE OF CONTRACTOR

With full address:

Executive Engineer- (Project-1)

**JDA, Jaipur**

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

**1. ROAD WORKS**

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per table-1. Road works executed by the Contracting agency shall be maintained by them at their own cost for Schedule as per table-1 (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 Road 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 Schedule as per table-1.
- 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-1**

S.No.	Type of work	DLP Period
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 release of SD amount shall be as following table:-

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.

% recovery on withdrawal of DLP of work order	1 Year	2 Year	3 Year	4 Year	5 Year
<b>DLP period</b>					
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 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- (Project-1)

**JDA, Jaipur**

# JAIPUR DEVELOPMENT AUTHORITY JAIPUR

## **Annexure A: Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of interest: -**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:

- (a) Have controlling partners/shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or
- (c) Have the same legal representative for purposes of the bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
- (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or
- (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

## Annexure B: Declaration by the Bidder regarding Qualifications

### Declaration by the Bidder

In relation to my/our Bid submitted to .....for procurement of .....in response to their Notice inviting Bids No.....Dated.....I/we .....hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

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

Date :

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 of JDA**

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 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) Appeals not to lie in certain cases:-**

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement
- (b) Provisions limiting participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations

- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of confidentiality

**(5) Form of Appeals:-**

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

**(6) Fee for filing Appeal:-**

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

**(7) Procedure for disposal of Appeal:-**

- (a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing
- (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall-
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected ; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

### **2. Procuring Entity's Right to Vary Quantities**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding 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 otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

**SCHEDULE 'H': CONDITION OF CONTRACT**

**FORM No. 1**

**[see rule 83]**

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

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

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

Place :.....

Date : .....

**Appellant's Signature**

## 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: Providing & Fixing Signage Board, Overhead gantry and height barrier at Sodala Elevated Road, Project -I area, Jaipur

Contract No: JDA\_EE\_P\_1\_2021\_22\_NIB\_4

<b>PRICE SCHEDULE</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 )						
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	Earth work in excavation in foundation, trenches etc. including dressing of sides and ramming of bottoms, including getting out the excavated material, refilling after laying pipe/ foundation and disposal of surplus excavated material at a lead upto 50m suitable site as per direction of Engineer for following depths, below natural ground / Road top level.					
1.1	In all types soils/ saturated soil such as moorum, sand, sandy silt, clay, black cotton soil, kankar, etc. Depth upto 1.5 m	126.750	Cum	169.0000	21420.750	INR Twenty One Thousand Four Hundred & Twenty and Paise Seventy Five Only
1.2	Add extra for over all depth of excavation above 1.5 m and upto 3.0 m over item no 4.9.1.1	42.250	Cum	25.5000	1077.375	INR One Thousand & Seventy Seven and Paise Thirty Eight Only
2	Providing, laying and compacting plain/ reinforced cement concrete of specified grade in foundation/ leveling course/ pile cap using concrete mixer and vibrator complete including cost of form work, as per drawing and technical specifications and as per clause 1100, 1500,1700,2100 of MoRT&H specification including all scaffolding material, labour, machinery.					
2.1	PCC Grade M -15	16.900	Cum	3840.0000	64896.000	INR Sixty Four Thousand Eight Hundred & Ninety Five and Paise One Hundred Only
2.2	RCC Grade M -25	72.900	Cum	4730.0000	344817.000	INR Three Lakh Forty Four Thousand Eight Hundred & Seventeen Only
3	Providing and laying TMT bar reinforcement at any level in foundation/ pile/ pile cap complete as per drawing and clause 1600 of MoRT&H Specification including all material, labour and machinery.	5.000	tonne	64600.0000	323000.000	INR Three Lakh Twenty Three Thousand Only

4	Providing and laying marking of center line and stop line etc with hot thermoplastic compound 2.5 mm thick on road/ plain surface, including reflectorising glass beads @ 250 gms per sqm area with special applicator machine, as per IRC:35 including cleaning the surface of all dirt, dust and other foreign matter, demarcation at site and traffic control involved. The finished surface to be level, uniform and free from streaks and holes as per clause 803 of MoRT&H Specification including all material, labour, machinery, lighting, guarding and maintenance of diversion.	1180.000	Sqm	803.0000	<b>947540.000</b>	INR Nine Lakh Forty Seven Thousand Five Hundred & Forty Only
5	Providing and fixing "L" type bollard 135cm height made out of 1.25mm thick M.S. sheet welded in conical section having upper dia 15cm and lower dia 20cm with another attachment of 150x150x7mm thick plate and hold fast at bottom, whole body is painted in white stove enamel and red reflective 3 band, each of 7.5cm and one reflective sheet of 15cm dia provided to it complete in all respect including all material, labour, diversion.	8.000	Each	1360.0000	<b>10880.000</b>	INR Ten Thousand Eight Hundred & Eighty Only
6	Providing and fixing SWISS type hazard marker made out of 2mm thick M.S. sheet size of box is 15x15cm with hold fast at bottom whole body is painted in white stoving enamel paint with white/ high intensity grade prismatic type sheeting on all four side complete in all respect including all material, labour, and diversion.	100.000	Each	679.0000	<b>67900.000</b>	INR Sixty Seven Thousand Nine Hundred Only
7	P & F solid state blinker caution unit with weather proof box and pole clips with flashing rate 40 - 60 flashes per minute. ( Keltron/ Shakti or approved make)	19.000	Each	2400.0000	<b>45600.000</b>	INR Forty Five Thousand Six Hundred Only
8	P & F of bollard having Traffic Caution for road divider made of unbreakable polycarbonate sheet placed on suitable CC platform complete with 4 number FTL fitting (Philips make ), Fitting protected with frame and wire mesh complete in all respect.( Keltron/ Shakti or approved make)	11.000	Each	6300.0000	<b>69300.000</b>	INR Sixty Nine Thousand Three Hundred Only
9	Fabrication & assembling of over head gantry & cantilever type structure as per drawing & design including steel work in built up tubular trusses , cutting / hoisting, bolting & fixing in position & applying coat of red oxide paint including special type of nut, bolts( Bolt up to 750 mm ) and washers complete & finishing with grey enamel paint .	38200.000	Kg	82.0000	<b>3132400.000</b>	INR Thirty One Lakh Thirty Two Thousand Four Hundred Only
10	Providing and fixing steel gate, grating , and grills made of angles, tees, square bars, flats,or black pipe with holdfast and fittings complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide	4320.000	Kg	66.6000	<b>287712.000</b>	INR Two Lakh Eighty Seven Thousand Seven Hundred & Twelve Only

11	<p>Supplying and fixing of Single Molded twin Shank Raised Pavement Markers made of polycarbonate and ABS moulded body and reflective panels with micro prismatic lens capable of providing total internal reflection of the light entering the lens face and shall support a load of 16000 kg tested in accordance to ASTM D 4280 Type H and complying to Specifications of Category A of MORTH Circular No RW/NH/33023/10-97-DO III Dt 11.06.1997. The height, width and length shall not exceed 50 mm, 100 mm and 100 mm and with minimum reflective area of 13 Sqcm on each side and the slope to the base shall be 35+/-5 degree. The strength of detachment of the integrated cylindrical shanks, (of diameter not less than 19 +/- 2 mm and height not less than 30+/- 2 mm) from the body is to be a minimum value of 700 Kgf. Fixing will be by drilling holes on the road for the shanks to go inside, without nails and using epoxy resin based adhesive as per manufacturer's recommendation and complete as directed by the engineer. (manufactured from 3M, Avery or equivalent)</p>	5770.000	Each	183.0000	<b>1055910.000</b>	INR Ten Lakh Fifty Five Thousand Nine Hundred & Ten Only
12	<p>Supplying and installation of Vertical Guide Posts not less than 800mm high above ground level. The Vertical Guide Posts shall have a core and shell construction which shall be made of tough, high impact resistant, injection-molded, thermoplastic outer body. The inner core shall consist of powder coated or painted Mild steel of minimum thickness 1.0mm. The Vertical Guide Posts should consist of top retro-reflective unit consisting of white color micro prismatic non metallic retro-reflective sheeting of minimum exposed area 125 cm<sup>2</sup> and bottom retro-reflective unit consist of red color micro prismatic non metallic retro-reflective sheeting with 35 cm<sup>2</sup> minimum exposed area confirming with ASTM D4956 type XI standards. The Vertical Guide Posts shall be fixed to the ground by inserting the root of the Vertical Guide Post up to the marked portion and by firm concrete filling as per the instructions by engineer in charge. (manufactured from 3M or equivalent)</p>	44.000	Each	1839.0000	<b>80916.000</b>	INR Eighty Thousand Nine Hundred & Sixteen Only

13	Supplying & Installation of Solar Raised Pavement Markers made of polycarbonate molded body with circular shape, solar powered, LED self illumination in active mode, 360 degree illumination and reflective panels with micro prismatic lens capable of providing total internal reflection of the light entering the lens face in passive mode. The marker shall support a load of 20000 kg jested in accordance to ASTM D 4280. The marker should be resistant to dust and water ingress according to IP 65 standards and should withstand temperatures in the range of 0C to 70 C. Color of lighting could be provided in red or yellow (amber) as per requirement and typical frequency of blinking is 1 Hz. There should be current losses of less than 20 micro-amperes at 2.4 V in sleep-charging mode to enhance the life of the marker and a full charge should provide for a minimum autonomy of 50 hours. The height, width and length of the marker shall not be less than 10 mm X 100 mm X 100 mm. Also the surface diameter of the marker shall not be less than 100 mm respectively. The weight of the marker shall not exceed 0.5 Kilograms. Fixing will be by drilling holes on the road for the shanks to go inside, without nails and using epoxy rasin based adhesive as per manufacture's recommendation and complete as directed by the engineer. (manufactured from 3M or equivalent)	265.000	Each	2151.0000	570015.000	INR Five Lakh Seventy Thousand &Fifteen Only
14	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete:	7500.000	Kg	74.5000	558750.000	INR Five Lakh Fifty Eight Thousand Seven Hundred & Fifty Only
15	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: RUIDP-32- 32.51 16 Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	502.000	Sqm	98.5000	49447.000	INR Forty Nine Thousand Four Hundred & Forty Seven Only
16	Providing cutting, hoisting and fixing in position including fabrication of 4mm thick aluminium composite panel sheet (ACP) made of two aluminium sheet of 0.50mm thick each having a distance of 3.00mm filled with rubber polymer to the entire satisfaction of engineer in charge confirming to various concerned ASTM standards includes nuts and bolts/ riveting	292.760	Sqm	1180.0000	345456.800	INR Three Lakh Forty Five Thousand Four Hundred & Fifty Six and Paise Eighty Only
17	Supplying and fixing of micro prismatic retro reflective sheeting confirming to type XI of ASTM D4956, shall be pressure fixed to the full face of the ACP sheet as back ground sheet (in approved colour) and the top layer will be overlaid with electro cut transparent film of approved make and colour to create the desired road sign including cutting, cleaning and pasting etc. Complete as per design, drawing and direction of engineer in charge. (Payment shall be made for flat area of sheet), Make 3M/Avery Dennison or equivalent as approved by EIC, Confirming to type XI of ASTM D4956	292.760	Sqm	4620.0000	1352551.200	INR Thirteen Lakh Fifty Two Thousand Five Hundred & Fifty One and Paise Twenty Only

18	Providing and fixing in position high bond (VHB) double tape 24mm wide 2.3mm thick for jointing ACP sheet with SS/MS frame including all processes like cleaning, cutting, chemical application, pressing etc. as per sample approved by the engineer-in-charge.	1119.200	RM	236.0000	<b>264131.200</b>	INR Two Lakh Sixty Four Thousand One Hundred & Thirty One and Paise Twenty Only
<b>Total in Figures</b>					<b>9593720.33</b>	INR Ninety Five Lakh Ninety Three Thousand Seven Hundred & Twenty and Paise Thirty Two Only
<b>Quoted Rate in Figures</b>			Select		<b>0.000</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>				