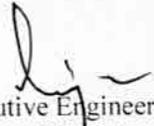


**Detailed NIB**

NIB No. : EE(RRP-1)/01/2022-23

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"><li>➤ Name: Executive Engineer (RRP-1), Jaipur Development Authority</li><li>➤ Address: Room No. JB-FF-115, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)</li><li>➤ Email: rajendramathur.jda@rajasthan.gov.in</li></ul>
<b>Subject Matter of Procurement</b>	<ul style="list-style-type: none"><li>➤ Construction of 25m and 18m BT roads in PAP area (outer side) of Ring Road Zone-9 (Ch 10900 to 12500) JDA Jaipur.</li><li>➤ Job No. JDA/EE RRP 1/A &amp; F/2022-2023/Jun/065</li></ul>
<b>Bid Procedure</b>	<ul style="list-style-type: none"><li>➤ Single Stage Open Competitive) e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></li></ul>
<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>	<ul style="list-style-type: none"><li>➤ Websites: <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>, <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>, <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a></li></ul>
<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. 1000/-</li><li>○ RISL Processing Fee: Rs. 1000/-</li></ul></li></ul>
<b>Estimated Procurement Cost</b>	<ul style="list-style-type: none"><li>➤ INR 190.00 Lacs</li></ul>
<b>Bid Security Deposit (BSD)</b>	<ul style="list-style-type: none"><li>➤ Amount (INR : *2% (Rs. 3,80,000.00/-) of Estimated Procurement Cost, 0.5% (Rs. 95,000.00/-) (*2% for Bidder who is A and AA class contractor registered in other Government Department / 0.5% for Bidder registered as contractor B and Above in JDA)</li></ul>
<b>Date /Time/ Place of Pre-Bid</b>	<ul style="list-style-type: none"><li>➤ N/A</li></ul>
<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: 27.06.2022 at 10.00 AM onwards</li><li>➤ End Date: 06.07.2022 upto 6.00 PM</li><li>➤ In case EMD in form BG original Bank Guaranty is to be submitted in Romm No.-SF-215 (Room No of DD (E&amp;B) ) of main building Jaipur Development authority by 11.07.2022 at 5:00 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: 27.06.2022 at 10.00 AM onwards</li><li>➤ End Date: 06.07.2022 upto 6.00 PM</li></ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	<ul style="list-style-type: none"><li>➤ 12.07.2022 at 11.00 PM JB-FF-115, First Floor, Judicial Block, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)</li></ul>
<b>Bid Validity</b>	<ul style="list-style-type: none"><li>➤ 120 days from the bid submission deadline</li></ul>
<b>Completion Period</b>	<ul style="list-style-type: none"><li>➤ 12 Months</li></ul>
<p>*Jaipur Development Authority has decided to receive Tender Fee and RISL processing fee online through JDA portal. The bid security options available in tender for participants are as mentioned below:</p>	

  
Executive Engineer (RRP-1)  
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

## Template of Online Receipt as part of NIB Document

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

## Jaipur Development Authority

## Bid Participation Receipt

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

## Bid Detail

<b>Bid Id :</b> 6215152001	<b>Procurement Entity :</b> xxxxxxxxxxxxxxxx
<b>Bid Title :</b> Testing	
<b>Bid Value :</b> 300000	<b>Bid Opening Place :</b> Marthan Hall, Jaipur Development Authority

## Bidder Detail

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

## Dates Detail

Sr. No.	Event Name	Event Date
1	Publishing Date	01.06.2015 01.00 PM
2	Bid Opening Date	01.07.2015 03.00 PM

## Specific Instrument Detail for eProc Rajasthan

<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:- Construction of 25m and 18m BT roads in PAP area (outer side) of Ring Road Zone-9 (Ch 10900 to 12500) JDA Jaipur.**

1. **NIB No.** : EE(RRP-I)/01/2022-23
2. **Approximate cost** : Rs. 190.008 Lacs
3. **Cost of the bid document(Online)** : Rs. 1000/- 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). In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.
4. **Bid Processing Fees (Online)** : Rs. 1000/-(In favour of M.D. R.I.S.L, Jaipur)
5. **Earnest Money (In favour of Secretary, JDA, Jaipur) (Online)** : Amount (INR : \*2% (Rs. 3,80,000.00/-) of Estimated Procurement Cost, 0.5% (Rs. 95,000.00/-) (\*2% for Bidder who is A and AA class contractor registered in other Government Department / 0.5% for Bidder registered as contractor B and Above in JDA)
6. **Sale of Bid document Online** : 27.06.2022 from 10:00 AM to 06.07.2022 upto 6:00 PM
7. **Date & Time of receiving tender Online on e-Proc portal GoR** : 27.06.2022 from 10:00 AM to 06.07.2022 upto 6:00 PM
8. **Dates & Place for Physical BG Submission** : 07.07.2022 to 11.07.2022
9. **Date of Submission of Bid** : 06.07.2022 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** : 12.07.2022 at 11 AM in Room No. JB-FF-115, Judicial Block, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan)
11. **Completion period of work** : 12 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 15 days In advance with the Engineer In charge and be got approval by him before use.

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

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

**SCHEDULE – G: ATTACHED SEPARATELY BASED ON JDA BSR (ROAD)- 2016**

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

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

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

  
**EXECUTIVE ENGINEER-RRP-I**  
**JDA, Jaipur.**

## 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. Bidder will be responsible for compliance of GST Act./Rule.
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. The tenderer are required to submit copy of their enlistment as contractor.
25. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
26. 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.
27. 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.
28. Special Conditions of Contract regarding Defect Liability Period (DLP) for roads works costing Rs. 25.00 lacs and more shall be applicable.
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". (As per attached JDA Performa). This amount has to be deposited before the commencement of work and will be refunded after expiry of DLP only in case of satisfactory performance of work during DLP. 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 B.G./FDR/NSC shall be for a period three months beyond of D.L.P. period of work. 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-I)**  
**JDA, Jaipur**

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

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

**(a) The routine maintenance activities and their periodicity as per JDA Office order no: JDA/Ex.En.(TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016**

**Table-I**

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

**I. General**

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

1.1.1 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 Drain sections, which are likely to be damaged during rainy season.

1.1.2 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.

**1.2 Conditions regarding Security Deposit**

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

**1.2.2 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 RTPPP 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.

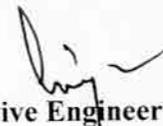
	% recovery on withdrawal of DLP of work order	1 Year	2 Year	3 Year	4 Year	5 Year
<b>DLP period</b>						
1 Year		1.12	-	-	-	-
2 Year		2.55	1.43	-	-	-
3 Year		4.38	3.26	1.83	-	-
5 Year		9.00	7.88	6.45	4.62	2.47

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.
- (ix). Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE's after approval of these periods.

### 1.2.3 Force Majeure

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

  
Executive Engineer (RRP-I)  
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, JDA, Jaipur**

The designation and address of the Second Appellate Authority is **E.C., JDA, Jaipur**

#### **(1) Filing an appeal:**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document with in a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall 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.
- (i) 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**

## Specified Bank Guarantee Performa

### Section - 6

Form of (Bank Guarantee) -En cashable at branch of the bank in Jaipur City.

To Secretary,  
Jaipur Development Authority,  
Jaipur

Sub: Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for [amount of Security in figures] [in words] on behalf of \_\_\_\_\_ [Name of the Bidder] against the EMD/Security Deposit/Additional Performance Guarantee for the work of (..... **Name Of Work**).....

.....WHEREA S, \_\_\_\_\_ [name of Bidder with address] (**hereinafter called "the Bidder"**) has submitted his Bid dated ..... for the **work of** (.....Name Of Work) .....

(hereinafter called "the Bid"). KNOW ALL PEOPLE by these presents that we \_\_\_\_\_ (Name of Bank) of having our registered office at \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Secretary, Jaipur Development Authority.(Hereinafter called "the Employer") in the sum of Rupees \_\_\_\_\_ [**Amount of Security in figures**] \_\_\_\_\_ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

That on demand of JDA , this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ of 20.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **ISFC code No ICIC0006754. Bank Account No. 675401700518** on the date of expiry or its validity, unless the agencies get it re- validated well before its expiry date or produce NOC from JDA in written for its release.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

[Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]

## JAIPUR DEVELOPMENT AUTHORITY

Name of Work: Construction of 25m and 18m BT Roads in PAP area (outer side) of Ring Road Zone-9 (Ch 10900 to 12500) JDA, Jaipur.

### G-Schedule

S.No	Item Description	Unit	Quantity	As per G-Schedule	
				Rate	Amount
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 1000m as per MoRD Specification Clause 301.5	Cum ✓	1220.475 ✓	94.50 ✓	115334.89 ✓
2	Construction of Gravel / Soil Aggregate Sub-base/Base by providing well graded material of nominal maximum size grading 80 mm as per Table 2.3 of IRC SP 77-2008, spreading in uniform layers with tractor mount appropriate grading arrangements on prepared surface, mixing by mix in place method at OMC with tractor mount appropriate rotavator attachment and compaction with three wheel 80-100 KN Static Roller capacity to achieve the desired density complete as per specifications contained in Para 2.2, 3.6 and 3.7 of IRC SP 77-2008	Cum ✓	1958.100 ✓	531.00 ✓	1039751.10 ✓
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 all lead	Cum ✓	5042.110 ✓	1071.00 ✓	5400099.81 ✓
4	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	Cum ✓	989.570 ✓	360.00 ✓	356245.20 ✓
5	Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per MoRD Specification Clause 502	Sqm ✓	19791.450 ✓	31.50 ✓	623430.68 ✓

6	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer and cleaned with Hydraulic broom as per MoRD Specification Clause 503.	Sqm	19791.450	10.80	213747.66
7	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	Sqm	19791.450	9.00	178123.05
8	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 ).	P.MT	2481.851	2722.50	6756839.35
9	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	P.MT	1365.615	2934.00	4006714.41
10	Marking Centra 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 labour material and traffic diversion arrangements.	Sqm	640.350	436.50	279512.78
<b>Total</b>					<b>18969798.92</b>

  
 Executive Engineer (RRP-I)  
 JDA, Jaipur