

जयपुर विकास प्राधिकरण, जयपुर।
इन्दिरा सर्किल, जवाहर लाल नेहरू मार्ग, जयपुर।

क्रमांक:—जविप्रा / अधि.अभि.—1 / 2022—23 / डी—1048

दिनांक:—25.11.2022

बिड सूचना संख्या—अधि.अभि.—1 / 29 / 2022—23

जयपुर विकास प्राधिकरण जोन —1 क्षेत्र में **"Renewal of roads in Bajaj nagar enclave JDA Scheme in Zone-1 area JDA jaipur."** के लिये स्वीकृत राशि रु0 31.17 लाख की निविदा दिनांक 08.12.2022 सांय 6.00 बजे तक ऑन लाईन निविदा आमंत्रित की जाती है। विस्तृत विवरण जो कि निविदा प्रपत्र में उपलब्ध है, अधोहस्ताक्षकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.rajasthan.gov.in or www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

(UBN No.)

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

1. निविदादाता जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा में भाग लेने के लिये बोलीदाता को कार्य के लिये आवेदन करने पर दस्तावेज शुल्क, अमानत राशि, आर.आई.एस.एल, प्रोसेसिंग शुल्क ऑनलाईन प्रस्तुत करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिये निविदा दाताओं का राजस्थान सरकार के ई—प्रोक्यूरमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशायी अभियन्ता—1
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

No:- JDA/EE-1/2022-23/D-1048

Dated: 25.11.2022

NOTICE INVITING NIB No. : JDA/EE-1/29/2022-23

Online Bids are invited for "**Renewal of roads in Bajaj nagar enclave JDA Scheme in Zone-1 area JDA jaipur.**" Estimated cost of 31.17 Lacs upto **08-12-2022** Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and 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 for participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
- 2- Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Executive Engineer-1

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

Name of work :- Renewal of roads in Bajaj nagar enclave JDA Scheme in Zone-1 area JDA jaipur.

NOTICE INVITING NIB No. : EE-1/29/2022-23

Name & Address of the Procuring Entity	➤ Name: Executive Engineer-1, Jaipur Development Authority Address: (MB-FF--110, Main Building) Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
Subject Matter of Procurement	Renewal of roads in Bajaj nagar enclave JDA Scheme in Zone-1 area JDA jaipur. ➤ Job No : 222 /2022-23
Bid Procedure	➤ Single stage tender (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment *	➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. ○ Bidding document fee: Rs. 500/- (Rupees Five Hundred rupees only) ○ RISL Processing Fee: Rs. 1000 /- (Rupees One Thousand rupees only) Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 31.17 Lacs (Rupees One Thirty Nine Lacs Seventy Seven Thousand only)
Bid Security	➤ Amount (INR), 62,340.00,2% of Estimated Procurement Cost, 15585.00,0.5% (* 2% for Bidder who is a A and AA class contractor registered in other Government Department/0.5%/ for Bidder registered as contractor B and Above in JDA)
Date/Time/place of Pre-Bid	➤ N/A ➤ Last date of submitting of clarifications requests by the bidder <Date and Time> Addressed to the procurement Entity at <Address of Procurement entity>
Applying Bid and making Online Payment on JDA Portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 28.11.2022 at 9.30 AM onwards ➤ End Date 08.12.2022. up to 6.00 PM ➤ In case EMD in form BG original Bank Guaranty is to be submitted in Romm No.-SF-215 (Room No of DD (E&B)) of main building Jaipur Development authority by 09.12.2022 to 13.12.2022 at 5:00 PM
Bid Submission on e-procurement Portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date: 28.11.2022 at 9.30 AM onwards End Date 08.12.2022. up to 6.00 PM
**Date/Time/ Place of technical Bid Opening	➤ N/A
Date/ Time/ Place of Financial Bid Opening	➤ 14.12.2022 at 1.00 PM ➤ Executive Engineer-1,(MB-FF-131, citizen care centre, Main Building) Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time period	➤ 3 Months

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of Work: - : Renewal of roads in Bajaj nagar enclave JDA Scheme in Zone-1 area JDA jaipur.

1.	NIB No.	:	EE -1/29/2022-23
2.	Approximate cost	:	₹ 31.17 Lacs
3.	Cost of the Bid document	:	₹ 500.00, Through On Line Payment only.
4.	Bid Processing Fees	:	₹ 1000.00 , Through On Line Payment only.
5.	Bid Security	:	Amount (INR) : 62,340.00 * 2% of Estimated Procurement Cost, 15585.00, 0.5% (* 2% for Bidder who is a A and AA class contractor registered in other Government Department/0.5%/ for Bidder registered as contractor B and Above in JDA)
6.	Download of Bid document	:	From 28.11.2022 9.30 AM to 08.12.2022 upto 6:00 PM
7.	Upload the Bid Document	:	From 28.11.2022 9.30 AM to 08.12.2022 upto 6:00 PM
8.	Date of Pre Bid Meeting	:	N.A.
9.	Last Date of submission of Bid cost, Bid Process cost & Bid Security.	:	08.12.2022 up to 6.00 PM through online only.
10.	Date of opening of Bid	:	14.12.2022 at 1.00 PM Executive Engineer-1,(MB-FF--131, citizen care centre, Main Building) Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
11.	Completion period of work	:	3 Months

SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

The Bidder should see the site and fully understand the conditions of the site before bidding and include all 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 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 BIDDER:

The drawing may be seen in office of the undersigned.

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

List of the drawing to be supplied by the bidder NIL. But the bidder shall have to arrange at his own cost drawings required for the work after deposition necessary cost with 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 & or the standards laid down in the detailed specification of the Public by the bidder qualified personnel as required under the bidder enlistment rules duly approved by the department shall have to be engaged at site by the Bidder. The department reserves the right to engage such staff and recover the expenses from the bidder 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 bidder shall be deposited 15 days in advance with the Engineer In charge and be got approval by him before use.

SCHEDULE - F: TIME OF COMPLETION:

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

SCHEDULE - G: ATTACHED SEPARATELY BASED ON BSR PWD, JAIPUR.

SCHEDULE - H: SPECIAL CONDITION:

Attached Separately.

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

Cement if available in JDA store shall be issued @ the prevailing stores issue rate of JDA + 5% storage charges at the time of issue of cement.

Material if available time JDA store shall be issued @ the prevailing stores rate of JDA + 5% storage charges.

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

Date of submission of Bid Cost, Process Cost & EMD through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

Signature of the Bidder
With full Address

Executive Engineer-1
JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the bidder at his own level/cost.
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less than 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 4 (four) months from the date of opening of the bids.
08. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
10. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his bid prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tarboiler, sprayer etc.
13. The bidder shall arrange his own storage tanks up to 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. The bidder has to take care of all the safety measures required for execution of the work and all the arrangements for this purpose shall be made on his own cost.
15. Rules regarding enlistment of bidders provide that work; up to 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.

16. 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.
17. 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.
18. **The rates which the bidder want to charge for the work will be inclusive of all contingencies, applicable taxes and current applicable GST in accordance with drawings and specifications shall be quoted (in figures and words) by the bidder. In case there is any change in GST rates in future on higher side w.r.t the present applicable GST rate, the difference w.r.t the present applicable GST rate shall be payable to the bidder. In case of reduction of GST rates in future w.r.t present applicable GST rate then recovery of difference of GST rate w.r.t present applicable GST rate shall be made by JDA.g**
19. The whole cost of complying with the provisions of contract including any incidental item of execution shall be deemed to be included in the quoted price for the BOQ except any variation specifically ordered for execution under the contract.
20. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
21. 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.
22. Undersigned has full right to reject any or all bids without given any reasons.
23. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
24. 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."
25. **Defect Liability Period (DLP) shall be 10 years from the actual date of completion for all components of the work executed under this contract .**
26. The bidders are required to submit copy of their enlistment as bidder.
27. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
28. 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.
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. निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा Online नहीं जमा कराई जावे, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नहीं की जावेगी।
31. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
32. एक यूटी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यूटी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावे।
33. As per RTPP act 2012 & rule 2013 (75A), (1) Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.
Explanation : For the purpose of this rule,-
(i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
(ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
(iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

34. Annexure 'B' enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.
35. After dated 31.12.2022 contractors could not participate in bid without review registration.

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

**Executive Engineer -1
JDA, Jaipur.**

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

**Executive Engineer-1
JDA, Jaipur**

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

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or 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 sub bidder, 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 tofor procurement ofin response to their Notice inviting Bids No.....Dated..... I/wehereby 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**

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 there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) 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) From 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 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 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.

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

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
 - (i) 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 DirEngg.-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	3 Years

	supply related work except maintenance works	
--	--	--

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 <u>once in every one and half years.</u>
6	Road Marking, Kerb Stone/Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting <u>once in every one and half years.</u> Ordinary Paint Maintenance as and when required. Repainting <u>thrice in every years.</u>
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 particulars 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 st year	2 nd year	3 rd year	5 th 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
DLP period					
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9.00	7.88	6.45	4.62	2.47

Note :- Calculation is to be done on quarterly basis.

- (b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD, same shall be recovered from other works and as per PDR rules. The amount as per Table-III is also to be deducted in addition to this amount.
- (c) Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE's after approval of these periods.

2.2.3 Force Majeure

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

**Signature of Bidder
with full address :**

**Executive Engineer-I
JDA, Jaipur**

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 documents 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 documents. 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 circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provide 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 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, then in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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 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
Instruction
s 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.]

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work : Renewal of roads in Bajaj nagar enclave JDA Scheme in Zone-1 area, JDA, Jaipur.

Contract No: EE-1/29/2022-23

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
1.00	Excavation in Soil with Dozer with lead upto 100 m Excavation for roadway in soil by mechanical means including cutting and pushing the earth to site of embankment upto a distance of 100 m, including trimming bottom and side slopes in accordance with requirements of lines, grades and cross-sections	359.100	cum	15.75	5655.83	INR Five Thousand Six Hundred & Fifty Five and Paise Eighty Three Only
2.00	Carriage of Earth, Sand, Lime, Morrum manure or sludge For 10 Km.	359.100	cum	67.05	24077.66	INR Twenty Four Thousand & Seventy Seven and Paise Sixty Five Only
3.00	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.	975.000	sqm	9.00	8775.00	INR Eight Thousand Seven Hundred & Seventy Five Only
4.00	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared dry and hungry bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	8358.750	sqm	10.80	90274.50	INR Ninety Thousand Two Hundred & Seventy Four and Paise Fifty Only
5.00	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)	117.000	P.MT	2722.50	318532.50	INR Three Lakh Eighteen Thousand Five Hundred & Thirty Two and Paise Fifty Only
6.00	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)	769.005	P.MT	2934.00	2256260.67	INR Twenty Two Lakh Fifty Six Thousand Two Hundred & Sixty and Paise Sixty Seven Only

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**Name of Work : Renewal of roads in Bajaj nagar enclave JDA Scheme in Zone-1 area, JDA, Jaipur.****Contract No: EE-1/29/2022-23**

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
7.00	Direction and Place Identification signs upto 0.9 sqm size board Retro-reflectorised Traffic Signs Providing and erecting direction and place identification retro-reflectorised sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3, fixed over aluminium sheeting, 2 mm thick with area not exceeding 0.9 sqm supported on a mild steel single angle iron post 75 x 75 x 6 mm firmly fixed to the ground by means of roperly designed foundation with M-15 grade cement concrete 50 x 450 x 600 mm, 600 mm below ground level as per approved drawing and MoRD Specification Clause 1701	4.320	sqm	9288.00	40124.16	INR Forty Thousand One Hundred & Twenty Four and Paise Sixteen Only
8.00	Marking Centre Line and stop lines etc. on road as per IRC pattern with thermoplastic paint of approved quality and make with 8% glass beads laid on the road surface at temperature 160" C with a special applicator machine complete with a special applicator machine complete with labour material and traffic diversion arrangements	564.000	sqm	436.50	246186.00	INR Two Lakh Forty Six Thousand One Hundred & Eighty Six Only
9.00	Providing and fixing PVC Bump Speed Breakers size 350 mm x 250 mm x 50 mm fitted with key hooks complete with labour material and traffic diversion arrangements	20.000	R.Mtr.	1926.00	38520.00	INR Thirty Eight Thousand Five Hundred & Twenty Only
10.00	Supplying of Cat’s Eye made of aluminium alloy size 75x100x22 mm having 21 biconvex lenses embedded in circular disk of ABS plastic on each side.	300.000	Each	180.00	54000.00	INR Fifty Four Thousand Only
11.00	Providing and laying coarse texture rumble strips made of mastic asphalt 200-300 mm wide and 25 mm height, at 1000 mm apart in the full width of carriageway with paving grade bitumen meeting, the requirement and laid after cleaning the surface as per direction of engineer incharge. Surface area of each Rumble strip shall be measured for payment purpose.	50.400	sqm	688.00	34675.20	INR Thirty Four Thousand Six Hundred & Seventy Five and Paise Twenty Only
Total in Figures					3117081.51	INR Thirty One Lakh Seventeen Thousand &Eighty One and Paise Fifty One Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				