

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Main Block, First Floor, (MB-FF), MF-104, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru, Marg, Jaipur - 302004

Telephone: +91-141-2569696 e.mail: [email.Pramodkatewajda@rajasthan.gov.in](mailto:email.Pramodkatewajda@rajasthan.gov.in)

No.:-JDA/EE-12/ 2023-24/D- 296

Dated : 05/09/23

**NOTICE INVITING BID**

**NIB No. : JDA/EE-12/13/2023-24**

UBN No.: .....

Online Bids are invited up-to 06:00 PM of 15/09/2023 for “Various development work in village Sanjhariya Zone12 JDA, Jaipur”. The last date for Applying Bid and making online payment on JDA portal is up-to 06:00 PM of 15/09/2023. The estimated cost of NIB is **Rs. 159.25 Lacs**. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in/jda](http://www.jda.urban.rajasthan.gov.in/jda)

To participate in the bid, bidder must:

- A. Participate in Tender & Deposit Payment on ‘Online Tender Participation’ Portal of JDA at <https://jda.urban.rajasthan.gov.in/jda> or by Single-Sign-On at <http://service.jaipurjda.org>.
- B. Submit e-Bid on ‘e-Procurement Portal’ of GOR at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)

*Katewa*  
5/9/23  
(Pramod katewa)  
Executive Engineer-12

**OFFICE OF THE JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

**NIB No. : JDA/EE-12/13/2023-24**

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> <li>➤ Name: Executive Engineer Zone-12 [Inviting Authority] MG-GF-35C Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan Telephone: +91-141-2569696</li> <li>➤ e.mail: <a href="mailto:email_pramodkatewa.jda@rajasthan.gov.in">email_pramodkatewa.jda@rajasthan.gov.in</a></li> </ul>
Name of work	Various development work in village Sanjhariya Zone12 JDA, Jaipur
Bid Procedure	➤ Single-Stage [Like Single-stage Two part open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> ]
Bid Evaluation Criteria (Selection Method)	➤ L-1 [Like Least Cost Based Selection (LCBS)-L1]
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ 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>
Estimated Procurement Cost	➤ INR Rs 159.25 Lacs ( One Crore Fifty Nine Lacs Twenty Five Thousand Only)
Website for online Bid application and payment *	<ul style="list-style-type: none"> <li>➤ Website: <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a></li> <li>➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only.               <ul style="list-style-type: none"> <li>○ Bidding document fee: Rs. 2000.00</li> <li>○ RISL Processing Fee: Rs. 2000.00</li> <li>○ Requisite Bid Security Deposit.</li> <li>○ The Bidders are required to submit Bid security, cost of Bidding documents, and Bid processing fees through online payment after registering with JDA on <a href="http://www.jaipurjda.org/e-services/e-tender">www.jaipurjda.org/e-services/e-tender</a> portal.. In the absence of the requisite fee, the bid of the concerned bidder will be considered as non-responsive and shall be liable for rejection</li> </ul> </li> </ul>
Bid Security Deposit (in favor of Secretary, JDA, Jaipur)	<ul style="list-style-type: none"> <li>➤ Amount (INR: 2% (Rs. 318500.00) For AA A &amp; B class contractors registered in the appropriate class with CPWD, Postal, Telegram, Railway, MES, Other State Government/Central Government undertakings/organizations of Estimated Procurement Cost. (The bidder must capable to bid in the bid as per their enlistment)</li> <li>➤ 0.5 % (Rs. 79625.00) for Bidder registered as a contractor in the appropriate class in JDA (AA, A,B Class ).</li> <li>➤ In case of Departments of the State Government and undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.</li> </ul>
Start/ End Date for Bid Applying Bid and making Online Payment on JDA portal*	<ul style="list-style-type: none"> <li>➤ Start Date: 06/09/2023 at 09:30 AM onwards</li> <li>➤ End Date: 15/09/2023 at 06:00 PM</li> <li>➤ In case EMD in form BG Original Bank Guarantee is to be submitted in MG-GF-35C Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan by 06.09.2023 18.09.2023 up to 1.00 PM .)</li> </ul>

Bid Submission on e-Procurement Portal of GOR**	➤ Start Date: 06/09/2023 at 09:30 AM onwards ➤ End Date: 15/09/2023 at 06:00 PM
Date/Time/Place of pre-Bid	➤ NIL
Date/ Time/ Place of Technical Bid Opening	➤ NIL
Date/ Time/ Place of Financial Bid Opening	18/09/2023 at 2.00 PM MG-GF-35C Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time Period	➤ 03 (Three) Months
A&F/Job No.	➤ 349/2023-24

**Procedure for bidding:**

**Single part bid system:**

Single part (Two-envelope) (2 docket) system would be adopted, Docket-1 being for Documents and Docket-2 being for Financial Bid.

Docket-1:- is for proof of deposition of Bid Security, cost of bidding document and bid processing fee along with copy of GST registration, signed Annexure "B" and copy of enlistment as contractor/ bidder in required category.

Docket-2:- is for financial bid.

The financial bid will be opened only for bidders whose proper Bid Security, copy of GST registration, proof for deposition of bidding document fee, RISL processing fee, copy of enlistment of contractor in the required category and signed Annexure "B" are found to be in order. Bid Security will be accepted only in the form of online deposition or in the form of Bank Guarantee.

**1. Two part bid system:**

Two part (Two-envelope) (2 docket) system would be adopted, Docket-1 being for Technical Bid and Docket-2 being for Financial Bid.

Docket-1:- There will be three separate folders- Folder-1 is for proof of deposition of Bid Security, cost of bidding document and bid processing fee alongwith copy of GST registration, signed Annexure "B" and copy of enlistment as contractor/ bidder in required category. Folder-II is for bid document and folder-III is for technical bid.

Docket-2:- There will two separate folders-1 is for financial bid and 2 is for bill of quantities.

The technical bid will be opened only for bidders whose proper Bid Security, copy of GST registration, proof for deposition of bidding document fee, RISL processing fee, copy of enlistment of contractor in the required category and signed Annexure "B" are found to be in order. Bid Security will be accepted only in the form of online deposition or in the form of Bank Guarantee

**SCHEDULE AND SPECIFICATIONS**

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

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 given in 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 DEPARTMENT**

The drawing may be seen in the 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 standards laid down in the Indian standard & or the standards laid down in the detailed specifications of the work by the contractor. Qualified personnel required as per the contractor enlistment rules shall have to be engaged at site by the Contractor. The authority 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 approved by him before use.

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

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

**SCHEDULE – G: ATTACHED SEPARATELY BASED ON APPLICABLE BSRs IN JDA.**

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

**SCHEDULE – I: COST OF TENDER DOCUMENTS, PROCESSING FEES & BID SECURITY.**

The Bid Processing fee is payable in favor of M.D. RISL & Cost of bid document & Bid Security is payable in Favour of the Secretary, JDA, Jaipur. Bidders have to pay bid processing fees, cost of bidding documents, and Bid Security Online. If a bidder opts to deposit the bid security through bank guarantee, the bank guarantee should be valid for the next seven months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission documents uploaded on the E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of the on-line tendering system of JDA i.e. D.D (E&B) in room No. 215N Extension building, JDA, JLN marg, Jaipur, as per specified in bidding documents,

Annexure-1. Special Conditions of Contract regarding defect liability period.

Annexure-2A. Bank guarantee will be in specified Performa enclosed with this bidding document for Bid Security.

Annexure-2B. Bank guarantee will be in specified Performa enclosed with this bidding document for Performance Security.

Annexure-A. Compliance with the code of integrity and no conflict of interest (RTPP Act/Rules).

Annexure-B. Declaration by the bidder regarding qualifications (RTPP Act/Rules).

Annexure-C. Grievance Redressal during the procurement process (RTPP Act/Rules).

Annexure-D. Additional Conditions of Contract (RTPP Act/Rules).

Annexure-E. Process for Tender Participation & Depositing Payment on 'Online Tender Participation' Portal of JDA & Bid Submission on 'e-Procurement Portal' of Government of Rajasthan.

*Katawa*  
*5/9/23*  
EXECUTIVE ENGINEER -12  
of JDA, Jaipur

## SPECIAL CONDITIONS

### SCHEDULE 'H'

01. 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.
02. The bidder shall follow the provisions of the builder labour regulation and abolition Act, 1970 & Rule, 1971.
03. The JDA shall have the right to cause an audit for technical examination of the work and the final bills of the bidder including all supporting vouchers, abstracts etc. to be made within two years after payment of the final bills and if as a result of such audit, any amount is found to have been overpaid / 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 the 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 work executed by him under it, the amount of such underpayment shall be paid by the JDA to the bidder.
4. Wherever any claim against the bidder 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 performance security 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 be deducted from any sum then due or which at any time their 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 affect such recoveries under P.D.R. Act.
5. The rate quoted by the bidder shall remain valid for a period of 120 days from the date of opening of the bids.
6. By submission of the Bid the bidder agrees to abide by all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
7. No conditions are to be added by the bidder and the conditional Bid is liable to be rejected.
8. If any bidder withdraws his Bid prior to the expiry of said validity period given at S. No. 5 or mutually extended prior or makes modifications in the rate, terms and conditions of the Bid within the said period which are not acceptable to the authority or fails to commence the work in the specified period, fails to execute the agreement the authority shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of bid security given in any form absolutely. If any bidder, who has 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 will stand debarred for six months from participating of Bidding in JDA in addition to forfeiture of bid security/ Performance Security and other action under agreement
9. Any material not conforming to the specifications collected at the site have to be removed by the bidder within a period of 3 days of the instruction, issued by the Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the bidder after the expiry of 3 days period.
10. The material collected at the site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed fully on the work.
11. The rates provided in the Bidding documents are inclusive of all Taxes and royalties otherwise specified.
12. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule, Source/ borrow pit area for the earth shall have to be arranged by the Bidder at his own cost.
13. Undersigned has full right to reject any or all Bids without giving any reasons.
14. As per the 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 etc."

15. Special Conditions of the Contract regarding the Defect Liability Period (DLP) for works costing Rs. 25.00 lacs and more shall be applicable (Annexure-I).
16. The Bidder is required to submit a copy of their enlistment as a contractor.
17. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
18. The bidder will have to install display boards at the site of work as directed by Engineer in charge.
19. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 and amendments issued from time to time by the Finance Department, GOR shall be applicable. If there are any contradictions 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 prevail.
20. In case the rate received in the bid is below than BSR rate, additional Performance security shall be deposited by the bidder as per Rule 75 (A) of RTPP Rules.
21. The Annexure "B" (RTPP Act/Rules) is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking for any clarification.
22. Contractors enlisted in JDA, should be get reviewed periodically. The registered bidder who has not been reviewed within a period of 5 years 3 months, shall not be allowed to participate in the bid. Contractors enlisted in other departments shall be as per the provision of PWF&AR.

*Katewa*

**Executive Engineer- 12**  
**JDA, Jaipur**

**SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) FOR WORKS COSTING RS.  
25.00 LACS AND MORE**

**Table-1**

S. No.	Type of work	DLP Period
1.	Bridge Work	5 Years
2.	CD Work	5 Years
3.	CC Road. PQC Work	5 Years
4.	CC tiles/Krebs/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 up to 30 mm thickness	1 Years
	(b) BT above 30 mm to up to 40 mm	2 Years
	(c) BT above 40 mm to up to 90 mm	3 Years
	(d) BT above 90 mm thickness	5 Years
	(iii) New Roads	
	(a) BT up to 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 work electrical works, Joinery works and painting work.	2 Years
	(ii) Work pertaining to the Building structure and other civil works	5 Years
9.	Electric work except for maintenance	3 years
10.	Sewer/Water supply including STP and water supply-related work except for maintenance works.	3 Years

**I. ROAD-WORKS**

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per the above table. Road works executed by the Contracting agency shall be maintained by them at their own cost for completion (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of the 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 the Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, widening, strengthening, up-gradation 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 the entire structure of Road Works, in the specified time and keeping the Road Surface with good riding quality and
  - (iii) Damages due to improper drainage/drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at the completion of the construction work and ends after complete (DLP).
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in the manual for the maintenance of roads of MoRTH and shall be carried out accordingly.
- 1.7 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 potholes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desalting of drains. (If constructed by the same Road agency or not)	As and when required.
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting <b>once in every one and a half years.</b>
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	<b>Thermoplastic Paint</b> Maintenance as and when required. Repainting <b>once in everyone &amp; a half year.</b> <b>Ordinary Paint</b> Maintenance as and when required. Repainting <b>thrice in every year.</b>
7	Damages beyond the control of the agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by the agency on the same rates of the contract agreement till DLP.

## 2. General

### 2.1 Inspection of works during the Defect Liability Period

2.1.1 The contracting agency shall undertake a 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 an 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 to those road sections, which are likely to be damaged during the rainy season.

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

### 2.2 Conditions Regarding Performance Security

#### 2.2.1 Security for DLP-

The contracting agency shall have to furnish Performance Security 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 The release of PS amount shall be as per following table 2 :-

S. No.	Released PS \ DLP Period	1 Year	2 Years	3 Years	5 Years
1.	After 1 year	100%	40%	20%	10%
2.	After 2 year		60%	20%	10%
3.	After 3 year			60%	10%
4.	After 4 year				20%
5.	After 5 year				50%

The Performance Security will be released as per the above table after a satisfactory performance certificate issued by Engineer-In-Charge:-

#### 2.2.3 Forfeiture of Performance Security

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

#### 1.2.4 Force Majeure

The defect that arises due to earthquakes, cyclones, and natural calamities shall not be the responsibility of contracting agency.

#### 2.2.5 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) If any work, amount is less than Rs. 25 lacs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual item.  
(iii) Similarly, if any work is more than Rs. 25 lacs but after finalization amount of work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is later.
- (iv) During DLP period if contractor fails to repair any work even after the issue of 7 days written notice, the same work shall be got executed by the 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 RTTP rule 2012 and 2013 where his defaults twice in a single agreement or in two different works.
- (v) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.  
(vi) Special and regular inspection shall also be carried out as per order no. JDA/XEN & 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.
- (vii) In case JDA feels to take up work on any existing DLP road due to any reason, the following procedure should be adopted:
  - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and the contractor shall be asked to complete the same. After completion of assessed repairs, DLP period shall be released after deduction amt. as per following table-III.

**Table-3**

% 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	7.88	6.45	4.62	2.47

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

- (b) In case the 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 the total retained amount of PS same shall be recovered from other works and as per PDR rules. The amount as per Table 3 is also to be deducted in addition to this amount.
  - (viii) Based upon the type of work, DLP conditions for works to be carried out during the DLP period with their frequency of the respective type of work shall be prepared by respective SE's after approval of these periods.
3. In case patch repairs/civil maintenance works costing more than Rs. 25.00Lakhs, defect liability period will as per clause 37(C) of Contract Agreement.

  
Executive Engineer - 12  
JDA, Jaipur

## Specified Bank Guarantee Performa for Bid Security

### Section - 6

Form of (Bank Guarantee) -En cashable at the 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 Bid Security for the.....J

DA Jaipur WHEREAS, \_\_\_\_\_ [name of Bidder with address] (hereinafter called "the Bidder") has submitted his Bid dated ..... for the work of .....(here in after 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 cashable at the 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, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **IFSC 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 writing for its release.

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

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

[Signature, Name, and Address]

[Note: To be furnished on appropriate non-judicial stamps & should be valid for the next 7 months from the bid opening date]

**Specified Bank Guarantee Performa for Performance Security**

**Section - 6**

Form of (Bank Guarantee) -En cashable at the 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 Performance Security for the.....JDA Jaipur

WHEREAS, \_\_\_\_\_ [name of Bidder with address] (hereinafter called "the Bidder") has submitted his Bid dated ..... for the work of .....(herein after 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 cashable at the 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\_\_\_\_\_.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand within valid period of this guarantee.

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, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

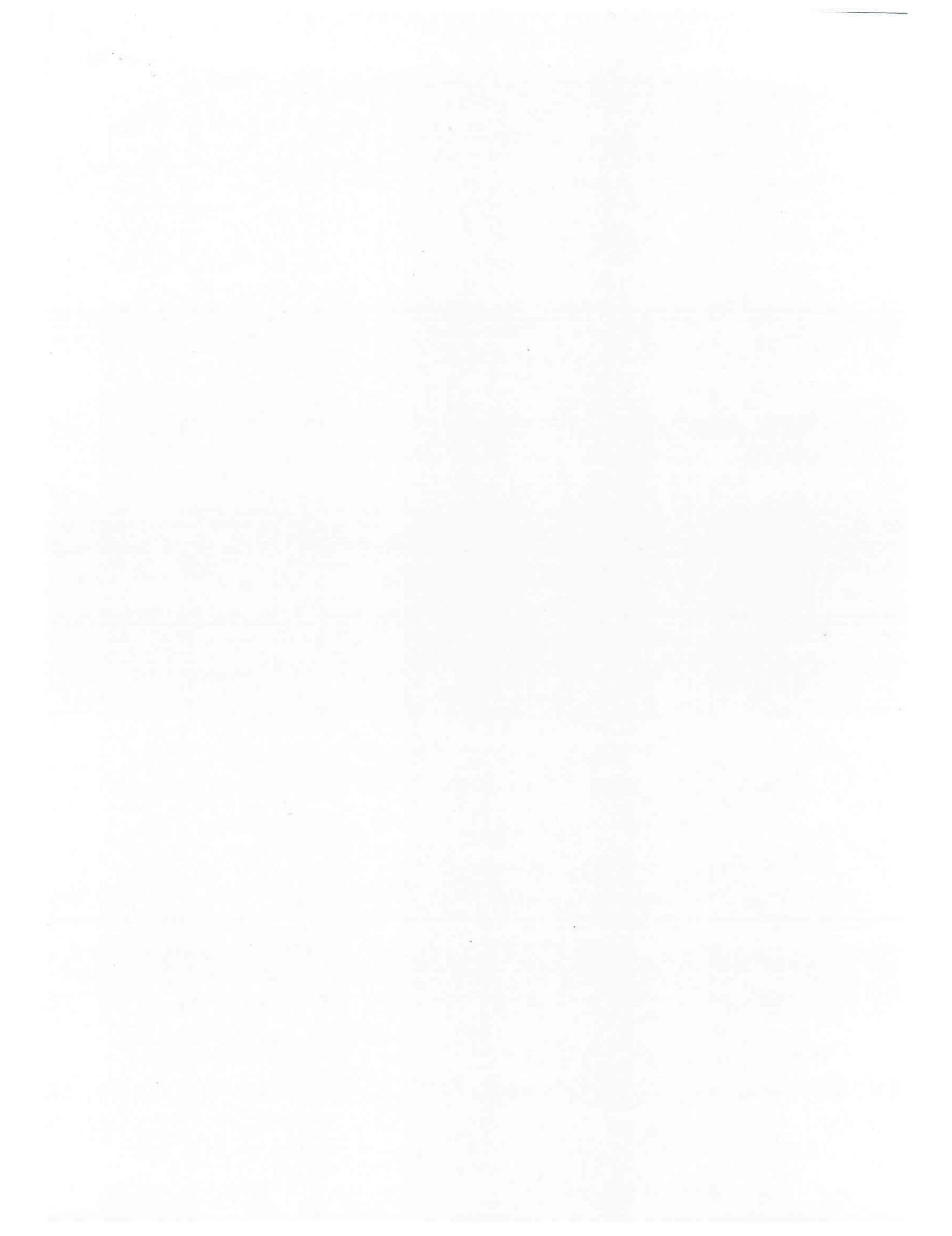
The amount covered under the above Bank Guarantee shall be automatically credited to the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No ICIC0006754. Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry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

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

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

[Signature, Name and Address]

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



**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 the procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid-rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain an 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.

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

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

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offense 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 the bidder

Place:

Name:

Designation:

Address:

**Note:- Annexure "B" is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking any clarification.**



**Grievance Redressal during Procurement Process**

**The designation and address of the First Appellate Authority :**

For works costing up to Rs. 300.00 Lakhs - Jaipur Development Commissioner, JDA, Jaipur.  
For works costing above Rs. 300.00 Lakhs - Executive Committee, JDA, Jaipur.

**The designation and address of the Second Appellate Authority:**

For works costing up to Rs. 300.00Lakhs - Executive Committee, JDA, Jaipur.  
For works costing above Rs. 300.00Lakhs - Principle Secretary/ACS, Urban Development & Housing Department, GOR, 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 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 the 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 the need of procurement
  - (b) Provisions limiting the participation of bidders in the bid process
  - (c) The decision of whether or not to enter into negotiations
  - (d) Cancellation of a procurement process
  - (e) Applicability of the provisions of confidentiality
- (5) Form of Appeals: -**
- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
  - (b) Every appeal shall be accompanied by an order appealed against, if any, Affidavit verifying the facts stated in the appeal and proof of payment of fee,

- (c) Every appeal may be presented to the first appellate authority or second  
The appellate authority, as the case may be, in person or through registered post or authorized representative.

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

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

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

- (a) The first appellate authority or second appellate authority as the case may be, upon the filing of the appeal, shall issue notice accompanied by a copy of the appeal, affidavit and documents, if any, to the respondents and fix a date of hearing
- (b) On the date fixed for hearing, the first appellate authority or the second appellate authority, as the case may be shall-
  - (i) Hear all the parties appeal presenting 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 a copy of the 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.



### 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 the 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 the 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 fifty 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 the 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 provided in the conditions of the 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 the last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

As a general rule, all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, 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.

**Process for Tender Participation & Depositing Payment on ‘Online Tender Participation’ Portal of JDA & Bid Submission on ‘e-Procurement Portal’ of Government of Rajasthan: -**

**A\*Process for Tender Participation & Depositing Payment on ‘Online Tender Participation’ Portal of JDA**

**1-Participate in tender**

- a) Bidder can access ‘Online Tender Participation’ Portal of JDA at <https://jda.urban.rajasthan.gov.in/jda> or by Single-Sign-On at <http://service.jaipurjda.org>.
- b) Create user Login with a valid mobile number to register yourself for various Online Services of JDA.
- c) Select ‘Proceed as Citizen’ and then ‘Proceed for Subscription’ for ‘Tender Online Payment’. The prevailing plan for getting registered for tendering process of JDA is Rs. 500.00 with a validity period of 3 Years (renewable).
- d) After successful payment, re-login and upload required documents for KYC (Know Your Client) compliance as per the type of entity viz. Individuals/ Company/ Partnership Firms/ Trusts & foundations. Besides, Bank Passbook / Cancelled Cheque consisting of Bank Account, IFSC Code is mandatory to be uploaded, to refund the bid security of unsuccessful bidder.
- e) After receiving the payment successfully and approving KYC documents the bidder will be authenticated by JDA for taking part in Tender.

**2-Deposit Tender Fee, RISL processing fee and Bid Security (EMD)**

- **Option-1: Payment Gateway (Aggregator)**  
The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.
- **Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)**  
If the bidder selects payment mode as EFT (NEFT/RTGS), “Paying Slip for EFT (NEFT/RTGS)” will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

**3-Deposit Bid Security (EMD)**

The Bid Security (EMD) can be submitted through Bank Guarantee (BG). Bidder may opt Bank Guarantee (BG) against Bid Security (EMD), for which bidder requires to prepare BG before applying in the tender. The detail of BG requires to be fed on ‘Online Tender Participation’ Portal of JDA before paying balance amount (Tender Fee + RISL Processing Fee). This balance amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.

**4-Obtain Bid Participation Receipt**

After confirming payment, the bidder will get Bid Participation Receipt based on which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the ‘Bid Participation Receipt’ will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the ‘Bid Participation Receipt’ will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) ‘Bid Participation Receipt’ will be available on Login of Bidder on JDA portal.

**B-\*\*Bid Submission on ‘e-Procurement Portal’ of Government of Rajasthan**

- 1- Online e-Bid can be submitted after registration at e-Procurement Portal of Government of Rajasthan [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)

- 2- It is mandatory to upload Bid Participation Receipt with the bid submission.
- 3- Details of online payment available on Tender Participation Portal of JDA have to be filled in 'offline payment' section of e-Procurement portal.

**Note**

- 1- Bidder (authorized signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal.
- 2- In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
- 3- To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e., TCS, Safe crypt, n Code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4- JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5- Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-Tendering process.
- 6- Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot.

Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)

Address: e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

- 7- The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9- Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10- The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

<b>Jaipur Development Authority, Jaipur.</b>	
<b>Bid Participation Receipt</b>	
	Date & Time:-
<b>Bid Detail</b>	
Bid ID:	Procurement Entity:-
Bid Title:	
Bid Value:	Bid Opening Place:
<b>Bidder Detail</b>	
Name of Entity:	Mobile No.:
Registration Type:	Instrument Amount:
Payment Mode:	Payment Channel:
Instrument No.:	Instrument Date:

<b>Dates Detail</b>		
Sr. No.	Event Name	Event Date
1	Publishing Date	
2	Bid Opening Date	

<b>Specific Instrument for e-Proc Rajasthan</b>			
<b>Instrument Type</b>			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail: Jaipur Development Authority		Challan Number:	

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).

**JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**  
**SCHEDULE AND SPECIFICATIONS**

**Name of Work:-** Various development work in village Sanjhariya Zone12 JDA, Jaipur

1. NIB No. : EE-12/13/2023-24
2. Approximate cost : Rs 159.25 Lacs
3. Cost of the bid document : Rs 2000/-. The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on [www.jda.urban.rajasthan.gov.in/e-services/e-tender](http://www.jda.urban.rajasthan.gov.in/e-services/e-tender) portal.. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.
4. Bid Processing fees : Rs. 2000/- (In favour of M.D. R.I.S.L., Jaipur.)
5. Earnest Money (In favour of of Secretary, JDA, Jaipur.) : @ 2% Rs318500./- (For AA & A Above class contractor registered in other department) and @ ½ %79625/- (For Contractor registered AA, A, B Above in JDA) through online payment or Bank Guarantee after registering with JDA on [www.jda.urban.rajasthan.gov.in/e-services/e-tender](http://www.jda.urban.rajasthan.gov.in/e-services/e-tender) portal.
6. Sale of bid document Online : 06.09.2023 to 15.09.2023 up to 6.00 PM
7. Date & Time of receiving tender Online : 06.09.2023 to 15.09.2023 up to 6.00 PM
8. Date of submission of Bid : 06.09.2023 to 15.09.2023 up to 6.00 PM through online payment after registering with JDA on [www.jda.urban.rajasthan.gov.in/e-services/e-tender](http://www.jda.urban.rajasthan.gov.in/e-services/e-tender) portal.
9. Bid securing declaration/(Bid security) : 06.09.2023 to 18.09.2023 upto 1.00 PM  
Start & Closing Date
10. Date of opening of Tender : 18.09.2023 at 2.00 AM in Room No. MG-GF-35C Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal 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 TECHNICAL SANCTION AND DRAWING:**

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

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

List of the drawing to be supplied by the bidder NIL. But the bidder shall have to arrange at his own cost drawings required for the work after deposition necessary cost with 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 standers 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: BOQ IS ATTACHED SEPARATELY BASED ON BSR JDA 2016 (BUILDING/ROAD) ,**

**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 from 06.09.2023 to 15.09.2023 up to 6.00 PM through online payment after registering with JDA on [www.jda.urban.rajasthan.gov.in/e-services/e-tender](http://www.jda.urban.rajasthan.gov.in/e-services/e-tender) portal.. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

Signature of the Bidder  
With full Address

*Katewa*  
*5/9/23*  
Executive Engineer-12  
JDA, Jaipur.

## SPECIAL CONDITIONS

### SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the bidder at his own level/cost?
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the bidder. In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
07. The rate quoted by the bidder shall remain valid for a period of **Four Months** from the date of opening of the bids.
08. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
10. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his bid prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or dose not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of biding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Batch Mix plants and paver, road roller, Tarboiler, sprayer etc.
13. The bidder shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of bidders provide that work; upto five times limit for which they are qualified for biding can be allotted to them Therefore, before bid the bidders will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
17. The rates provided in bid documents are inclusive of all Taxes royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only be a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Bidder at his own cost.

21. Undersigned has full right to reject any or all bids without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. **Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.**
25. The bidders are required to submit copy of their enlistment as bidder.
26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
27. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
28. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty will be imposed as per rules..
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. **Additional Performance Security-** In addition to performance security as specified in rule 75 an 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.
31. The Annexure "B" (RTPP Act/Rules) is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking for any clarification.
32. Contractors enlisted in JDA, should be get reviewed periodically. The registered bidder who has not been reviewed within a period of 5 years 3 months, shall not be allowed to participate in the bid. Contractors enlisted in other departments shall be as per the provision of PWF&AR.

Signature of Bidder  
with full address & Mobile No.


*Katewa*  
5/9/23  
Executive Engineer-12  
JDA, Jaipur

# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

## OTHER CONDITIONS

1. DLP period of various nature of works amounting more than Rs. 25 Lacs will be as per order No.JDA/EX.En.(TA to DE-I)/2016/ D-29 dated 11.03.2016
2. जविप्रा के आदेश क्रमांक डी-352 दिनांक 29.08.2018 के द्वारा निर्माण कार्यो के अनुबन्ध की धारा 45 के अन्तर्गत निविदा में मूल्य विचलन (Price Variation) लागू होगा।
3. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नही की जावेगी।
4. एक यू.टी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नही किया जावे।
5. 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.
6. जविप्रा के आदेश क्रमांक 172 दिनांक 12.07.2017 के अनुसार GST लागू होगी।
7. निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा Online नही जमा कराई जावे, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नही की जावेगी।
8. डी-बार संवेदक आवेदन ना करे।
9. **Additional Performance Security-** In addition to performance security as specified in rule 75 an 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.
10. The Annexure "B" (RTPP Act/Rules) is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking for any clarification.
11. Contractors enlisted in JDA, should be get reviewed periodically. The registered bidder who has not been reviewed within a period of 5 years 3 months, shall not be allowed to participate in the bid. Contractors enlisted in other departments shall be as per the provision of PWF&AR.

Signature of Contractor  
with full address & Mobile No.

  
Executive Engineer -12  
JDA, Jaipur.

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

**1. ROAD WORKS**

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per table-1. Road works executed by the Contracting agency shall be maintained by them at their own cost for Schedule as per table-1 (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, strengthening and renewal works.
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
- (i) Routine maintenance of Road Works,
- (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the Road Surface with good riding quality and
- (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after Schedule as per table-1.
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.
- 1.7 **(a) The routine maintenance activities and their periodicity as per JDA Office order no: JDA/Ex.En.(TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016**

**Table-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

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)	<b>Thermoplastic Paint</b> Maintenance as and when required. Repainting <u>once in every one and half years.</u> <b>Ordinary Paint</b> 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 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	5 <sup>th</sup> year
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc ( as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.
- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.

- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but later finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/ 2014-15/D-223 dated 12.03.2015 and order no. SE ( PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
- (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

% recovery on withdrawal of DLP of work order	1 Year	2 Year	3 Year	4 Year	5 Year
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 responsibility of contracting agency.

Signature of Bidder  
with full address :

  
Executive Engineer-12  
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 no 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 to .....for procurement of .....in response to their Notice inviting Bids No.....Dated..... I/we .....hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that :

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

Date :

Signature of bidder

Place :

Name:-.....

Designation:-.....

Address:- .....

## **Annexure C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is JDC, 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 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) **Form of Appeals:-**

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

## **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

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

## JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

**Name of work :- Various development work in village Sanjhariya Zone12 JDA, Jaipur**

### G-Schedule

Based on JDA BSR 2016

S. No	Particular	Unit	Qty	Rate	Amount
1	Excavation in Soil using Hydraulic Excavator and Tipplers with disposal upto 1000 m Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tipplers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections, and transporting to the embankment location with a lift upto 1.5 m and lead upto 1000 m as per MoRD Specification Clause 302.3	Cum	5060.000	26.10	132066.00
2	Construction of Embankment with Material Obtained from Roadway Cutting Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of Tables 300.1 and 300.2 as per MoRD Specification Clause 301.5	Cum	1920.000	31.50	60480.00
3	Earth, Sand, Lime, Morrum manure or sludge with all lead and lift	Cum	3140.000	67.05	210537.00
4	By Mix in Place Method  Construction of granular sub-base by providing well graded material, spreading in uniform layers with Tractor Mount Grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per MoRD Specification Clause 401 For Grading III Material	Cum	676.000	351.00	237276.00
5	By Mix in Place Method  Construction of granular sub-base by providing well graded material, spreading in uniform layers with Tractor Mount Grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per MoRD Specification Clause 401 For Grading I Material	Cum	1320.000	400.50	528660.00
6	Wet Mix Macadam Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and MoRD Specification Clause 406. By Mechanical Means with all lead.	Cum	1200.000	1071.00	1285200.00

7	Low porosity  Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per MoRD Specification Clause 502	Sqm	6000.000	31.50	189000.00
8	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	6000.000	9.00	54000.00
9	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom as per MoRD Specification Clause 503.	Sqm	6000.000	10.80	64800.00
10	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 )	MT	684.000	2722.50	1862190.00
11	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 percent 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)	MT	414.000	2934.00	1214676.00
12	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and MoRD specifications Clause 802, 803, 1202 & 1203 P.C.C grade M 10 Nominal mix 1:3:6	Cum	680.000	2646.00	1799280.00

13	Cement Concrete Pavement Construction of un-reinforced, dowel jointed at expansion and construction joint only, plain cement concrete pavement, thickness as per design, over a prepared sub base, with 43 grade cement or any other type as per Clause 1501.2.2 M30 (Grade), coarse and fine aggregates conforming to IS:383, maximum size of coarse aggregate not exceeding 25 mm, mixed in a concrete mixer of not less than 0.2 cum capacity and appropriate weigh batcher using approved mix design, laid in approved fixed side formwork (steel channel, laying and fixing of 125 micron thick polythene film, wedges, steel plates including levelling the formwork as per drawing), spreading the concrete with shovels, rakes, compacted using needle, screed and plate vibrators and finished in continuous operation including provision of contraction and expansion, construction joints, applying debonding strips, primer, sealant, dowel bars near approaches to bridge/culvert and construction joints, admixtures as approved, curing of concrete slabs for 14-days, using curing compound and water finishing to lines and grade as per drawing and MoRD Specification Clause 1501 including vacuum dewatering process with all required equipments	Cum	1275.000	5188.50	6615337.50
14	Interlocking Concrete Block Pavement with M-30 Grade 0.30 Mtr x 0.30 Mtr x 0.15 Mtr Edge Blocks (measurements shall be made inner to inner side of edge blocks) Providing and Laying of Interlocking M-30 grade Concrete Block Pavements having thickness 60 mm as per drawings and MoRD Specification Clause 1504 with M-30 Grade 0.30 Mtr x 0.30 Mtr x 0.15 Mtr Edge Blocks. Category 'B' : Dentated only two side like I,Z,T shape as per IRC:SP:63-2004	Sqm	2800.000	562.50	1575000.00
15	Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3 fixed over aluminium sheeting, 1.5 mm thick supported on a mild steel angle iron post 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per drawings and MoRD Specification Clause 801 -600 mm Circular	Each	3.000	3690.00	11070.00
16	Direction and Place Identification signs with size more than 0.9 sqm size board 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 exceeding 0.9 sqm supported on mild steel angle iron posts 75 mm x 75 mm x 6 mm, 2 Nos. firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per approved drawing and MoRD Specification Clause 1701	Sqm	6.480	9630.00	62402.40
17	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.	Rmt	12.000	1926.00	23112.00
Total					15925086.90

*Katewa*

Executive Engineer-12  
JDA Jaipur

*of July*

1. I/We here by agree to do the above work

@ .....% above/ below (in words) 'G' Schedule

@ .....% above/ below (in Figures) 'G' Schedule

# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work :- Various Development work in village Sangharia Zone-12 JDA Jaipur.


## Factor for Price Escalation

Labour (P <sub>1</sub> )	9.11%	—
Cement (P <sub>c</sub> )	23.73%	—
Steel (P <sub>s</sub> )	1.06%	—
Bitumen - (P <sub>b</sub> )	16.37%	—
POL-P	3.96%	—
Other materials (P <sub>m</sub> )	45.77%	—
<u>Total</u>	<u>100.00%</u>	

JEN.  
JDA, Jaipur

  
JDA, Jaipur

  
Executive Engineer  
JDA, Jaipur

  
Supt. Engineer  
JDA, Jaipur