

JAIPUR DEVELOPMENT AUTHORITY

Room No. CB-TF-313, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004
Telephone: +91-141-2569696 e.mail: richhpaljda@gmail.com

No:- JDA/EE-18/2015-16/D-

Dated:

NOTICE INVITING BID

NIB No. : EE-18/07-08/2015-16

Online Bids are invited up-to 6.00 PM of 30.09.2015 for following two works (i) **Construction of C.C. roads in village Manyawas upto thakurji temple and govt. school in PRN zone-18 JDA, Jaipur** (ii) **Development of Shamshan ghat in village Mangyawas, PRN zone-18 JDA, Jaipur** Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jaipurjda.org.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jaipurjda.org for participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Executive Engineer-18
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY

Room No. CB-TF-313, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004
Telephone: +91-141-2569696 e.mail: richhpaljda@gmail.com

No:- JDA/EE-18/2015-16/D-

Dated:

NOTICE INVITING BID

NIB No. : EE-18/07/2015-16

| | |
|--|--|
| Name & Address of the Procuring Entity | ➤ Name: Executive Engineer-18, Jaipur Development Authority ➤ Address: CB-TF-313, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur-302004 (Rajasthan) ➤ Email:- richhpaljda@gmail.com |
| Subject Matter of Procurement | ➤ Construction of C.C. roads in village Manyawas upto thakurji temple and govt. school in PRN zone-18 JDA, Jaipur |
| Period of work | ➤ 03 Months |
| Bid Procedure | ➤ Single stage (envelope) tender (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in |
| Bid Evaluation Criteria (Selection Method) | ➤ L1 (eg. Least Cost Based Selection (LCBS)-L1) |
| Websites for downloading Bidding Document, Corrigendum's, Addendums, etc. | ➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jaipurjda.org |
| Website for online Bid application and payment * | ➤ Website: www.jaipurjda.org ➤ 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"> ○ Bidding document fee: Rs. 500/- Rupees (Five Hundred only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) Requisite Bid Security Deposit |
| Estimated Procurement Cost | ➤ INR 29.00 Lacs (Rupees Twenty Nine lacs only) |
| Bid Security Deposit | ➤ Amount (INR) : 2% (Rs. 58,000/-) (For A & AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 14,500/-) for Bidder registered as contractor in JDA in class "D" or above, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction |
| Pre-Bid | ➤ N/A |
| Start/ End Date for Bid Applying, Online Payment and Bid Submission | ➤ Start Date: 07/09/2015 at 9.30 AM onwards ➤ End Date: 30/09/2015 at 6.00 PM |
| **Date/ Time/ Place of Technical Bid Opening | ➤ N/A |
| Date/ Time/ Place of Financial Bid Opening | ➤ 05/10/2015 at 03.30 PM ➤ CCC-TF-309, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 (Rajasthan) |
| Bid Validity | ➤ 120 days from the bid submission deadline |

*The amount is to be deposited online by bidder. In case the amount exceeds the online payment limit the payment may be made through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.

** There should be a gap of 3 working days **BETWEEN** End Date for Bid Applying, Online Payment & Bid Submission **AND** Bid opening date.

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, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, JDA, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Executive Engineer-18
JDA, Jaipur

Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal www.jaipurjda.org.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jaipurjda.org (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years).
For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

- Online through Internet Banking, Debit Card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS / NEFT / Transfer in Bank Account Number **675401700586** IFSC Code **ICIC0006754** of ICICI BANK Limited, JDA Campus Jaipur.

In case of RTGS / NEFT / Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR / Reference number from the bank. This number requires to be updated while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per **Annexure-4**. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jaipurjda.org under [eServices](#)>>JDA Tender

Annexure: 4
Template of Online Receipt as part of NIB Document

Bidder has to submitted as proof of deposited amount against the Bid on eProcurement Protal

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

| | | |
|---------------------|------------------|------------|
| Dates Detail | | |
| Sr. No. | Event Name | Event Date |
| 1 | Publishing Date | |
| 2 | Bid Opening Date | |

| | | | |
|--|----------------------|-----------------|------|
| Specific Instrument for eProc Rajasthan | | | |
| Instrument Type | | | |
| Instrument Number | Head Name | Amount | Date |
| | Tender Fee | | |
| | RISL Processing Fee | | |
| | Bid Security Deposit | | |
| Issuer Detail: Jaipur Development Authority | | Challan Number: | |

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of Work:- Construction of C.C. roads in village Manyawas upto thakurji temple and govt. school in PRN zone-18 JDA, Jaipur

1. NIB No. : **EE-18 /07/2015-16**
2. Approximate cost : Rs. 29.00 Lacs
3. Cost of the Bid document Online : Rs. 500.00 (In favour of Secretary, JDA, Jaipur.)
4. Processing fees Online : Rs. 1000.00 (In Favour of M.D. RISL, Jaipur.)
5. Earnest Money Online : Rs. 14,500.00/-for JDA Contractors
Rs. 58,000.00/- for other than JDA Contractors
(In favour of Secretary, JDA, Jaipur.)
6. Sale of Tender document : **07.09.2015 , 9.30 am to 30.09.2015** up to 6.00 PM
7. Date & Time of receiving tender : **07.09.2015 , 9.30 Am to 30.09.2015** up to 6.00 PM
8. Date & Time of opening Bid : **05.10.2015** at 3.30 PM in the CCC-TF-309, Third Floor,
CC Building, JDA, jaipur.
9. Completion period of work : Three (3) months

SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:

The Bidder should see the site and fully understand the conditions of the site before Biding and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates give in the Schedule 'G'. The work shall be carried out in accordance with the Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer – In – Charge of the work.

SCHEDULE – B: LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:

The drawing may be seen in office of the undersigned.

SCHEDULE – C: LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR: List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after deposition necessary cost with JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and working and workmanship shall be conducted by the Engineer in charge of work and quality control cell as per norms. The result of such tests should confirm to the standard laid down in the Indian standard, laid down in the detailed specification of the IRC/MORTH/IS Public work Department, Rajasthan. Proper quality control is required to be maintained by the contractor. Qualified personnel as required under the contractor enlistment rules shall have to be engaged at site by the Contractor. In case of failure, the department reserves the right to engage such staff and to recover wages from agency. The contractor shall provide facility of each test at site. The expenses shall be recovered from the contractor in case of his failure to do so.

SCHEDULE – E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the contractor shall be deposited 15 days in advance with the Engineer in charge and be got approval by him before use.

SCHEDULE - F: TIME OF COMPLETION:

The work should start within stipulated period given in the work order and should be completed within the prescribed time period. In case of failure the contractor shall be liable for action as per condition of contract agreement and special condition of the tender.

SCHEDULE – G: ATTACHED SEPARATELY BASED ON BSR PWD 2013, JAIPUR.

SCHEDULE – H: SPECIAL CONDITION: Attached Separately.

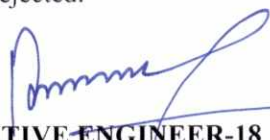
SCHEDULE – I: LIST OF MATERIAL TO BE SUPPLIED BY THE DEPARTMENT: NIL

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

Date of submission of Bid Cost, Process Cost & EMD upto 30.09.2015, 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid applying, Online payment & Bid submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

Signature of the Contractor

With full Address


EXECUTIVE ENGINEER-18
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 contractor at his own level /cost.
02. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
03. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause an audit technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
5. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Wherever any claim against the contractor for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor, In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
7. The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
8. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
9. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in this execution of this work and this tender will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
11. If any tender withdraws his tender prior to expiry of said validity period given at S.No. 8 or mutually extended prior or makes modifications in the rate, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to


retendering he will stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement

12. Bituminous works will be executed by batch mix plant only. No material of hot mix plant will be allowed.
 13. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Batch Mix plants and paver, road roller, Tar boiler, sprayer etc.
 14. The contractor shall arrange his own Storage tanks up to 10 tones capacity for strong bulk bitumen. Wherever supplied by the department.
 15. Rules regarding enlistment of contractor provide that work up to the times limit for which they are qualified for tendering can be allotted to them, Therefore, before tendering the contractor will keep this in mind, and submit the details of the work. Tenders with incomplete or incorrect information are liable to be rejected.
 16. Any material not conforming to the specifications collected at site have to be removed by the contractor within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period's
 17. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
 18. The rates provided in tender documents are inclusive of all Taxes and royalty
 19. For paver work at lest 3 road rollers shall be simultaneously deployed.
 20. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
 21. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
 22. Undersigned has full right to reject any or all tenders without given any reasons.
 23. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
 24. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the etc."
 25. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.
 26. The tenderer are required to submit copy of their enlistment as contractor.
 27. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
 28. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
 29. 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.
 30. 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
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provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

31. If any bidder quotes a rate below than the schedule "G" rates, i.e. rates below than at par, then the bidder has to deposit the difference amount i.e. amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within 7 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/ actual date of completion. In case of non deposition of the same in specified period, the 2% Bid security will be forfeited. In case work is not completed satisfactorily, the work performance security will be forfeited along with Bid security."

Signature of Contractor
with full address & Mobile No.


Executive Engineer -18
JDA, Jaipur.

ANNEXURE '1' : SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) FOR ROADS
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 Three years. Road works executed by the Contracting agency shall be maintained by them at their own cost for three years (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, 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 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 three years.

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 The routine maintenance activities and their periodicity

| S.No. | Name of Item/Activity | Frequency of operations in one year |
|-------|--|---|
| 1 | Restoration of rain cuts and dressing of berms. | Once in a year, generally after rains. |
| 2 | Making up of shoulders. | As and when required. |
| 3 | Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc. | As and when required. |
| 4 | Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not) | As and when required. |
| 5 | Maintenance of road signs. (If installed by the same Road agency) | Maintenance as and when required. Repainting <u>once in every one and half years.</u> |

| | | |
|---|--|--|
| 6 | Road Marking, Kerb Stone / Dand. (If done by the same Road agency) | Thermoplastic Paint Maintenance as and when required. Repainting <u>once in every one & a half years.</u> Ordinary Paint Maintenance as and when required. Repainting <u>thrice in every years.</u> |
| 7 | Damages beyond control of agency. | Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP. |

2. General

2.1 Inspection of works during Defect Liability Period

2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particular attention on those road sections, which are likely to be damaged during rainy season.

2.1.2 One register has to be maintained by every A.En 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 Security Deposit will be release in the following stages after satisfactory performance certificate issued by Engineer-In-Charge :-

S.No.

- | | | |
|---|--------------------------------|----------------------------|
| 1 | After completion of one year | 20% of SD Amount |
| 2 | After completion of two year | 20% of SD Amount |
| 3 | After completion of three year | Remaining 60% of SD Amount |

2.2.3 Forfeiture of SD

In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under 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 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.

2.2.3 Force Majeure

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

Signature of Contractor
with full address & Mobile No

Executive Engineer –18
JDA, Jaipur.

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redresser during Procurement Process

The designation and address of the First Appellate Authority is J.D.C.

The designation and address of the Second Appellate Authority is E.C.

(1) Filing an appeal:-

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall 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.
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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 50% 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.....ofBefore
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

| Tender Inviting Authority: Jaipur Development Authority, Jaipur. | | | | | | |
|--|--|--------------|------|-------------------|--------|-------------------|
| Name of Work: Construction of C.C. roads in village Manyawas upto thakurji temple and govt. school in PRN zone-18 JDA, Jaipur. | | | | | | |
| Contract No: NIB No. EE-18/07/2015-16 | | | | | | |
| Bidder Name: | | Excess (+) | | % | | HELP |
| SCHEDULE OF WORKS | | | | | | |
| Sl. No. | Description of work | No. or Qty. | Unit | Estimated Rate | | AMOUNT Rs. P |
| | | | | Figure | Words | |
| 1.00 | Excavation in cutting in Soil. Excavation in Soil using Hydraulic Excavator and Tipplers with disposal upto 1000m. 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 | 1012.00 | cum | 29.00 | #NAME? | 29348.00 |
| 2.00 | Earth, sand, lime, murrum or sludge Add for each 1 Km beyond 1st Km (upto 5 Km) | 697.00 | cum | 12.00 | #NAME? | 8364.00 |
| 3.00 | CEMENT CONCRETE (PRE-IN-SITU): Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M10 grade Nominal Mix 1: 3: 6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size). | 185.625 | cum | 2665.00 | #NAME? | 494690.63 |
| 4.00 | 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 as per Clause 1501.2.2 M35 (Grade) , coarse and fine aggregates conforming to IS:383, maximum size of coarse aggregate not exceeding 25 mm, mixed in a automatic concrete mixing plant, using approved mix design, transported in transit mixture from plant to work site, laid in approved fixed side formwork (steel channel, laying and fixing of 125 micron thick polythene film, wedges, steel plates including levelling the form work 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 Technical Specification Clause 1501 Including vacuum dewatering process with all required equipments | 371.250 | cum | 5900.00 | #NAME? | 2190375.00 |
| 5.00 | Gravel/Soil-Aggregate Base/Surface Course Gravel/Soil-Aggregate Surface Course (Table 400.3) Construction of granular surface course 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 three wheel 80-100 kN static roller capacity to achieve the desired density, complete as per MoRD Specification Clause 402 | 186.750 | cum | 410.00 | #NAME? | 76567.50 |
| 6.00 | 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 | 315.00 | cum | 35.00 | #NAME? | 11025.00 |
| Total Estimated Cost in Figures | | | | | | 2810370.13 |
| Quoted Amount | | | | 2810370.13 | | 2810370.00 |
| Quoted Rate in Words | | #NAME? | | | | |