

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC TF 307, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302 004
Telephone: +91-141-2569696 e.mail: pradeep.jain@mailjda.org

Bid No:- JDA/EE(SR)/2015-16/09

Dated: 10-11-2015

NOTICE INVITING BID

NIB No. : EE(SR)/09/2015-16

Online Bids are invited up-to 6.00 PM of 02/12/2015 for **Total Station Survey work in JDA region, 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.

(P.K. JAIN)
Executive Engineer-SR

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC TF 307, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004

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Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer (SR), Jaipur Development Authority ➤ Address: CCC TF 307, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan) ➤ Email: pradeep.jain@mailjda.org
Subject Matter of Procurement	➤ Total Station Survey work in JDA region, JDA, Jaipur
Bid Procedure	➤ Single Stage tender (eg. Single-stage Tow 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 *	<ul style="list-style-type: none"> ➤ 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. 1000/- (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ➤ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 1,98,00,000 (Rupees One Crore Ninety Eight Lacs only)
Bid Security Deposit	➤ Amount (INR) : 2% (Rs. 3,96,000/-) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 99,000/-) for Bidder registered as contractor in JDA, 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	<ul style="list-style-type: none"> ➤ Start Date: 17/11/2015 at 9.30 AM onwards ➤ End Date: 02/12/2015 at 6.00 PM
**Date/ Time/ Place of Technical Bid/Financial Bid/Tender Opening	<ul style="list-style-type: none"> ➤ 07/12/2015 at 1.00 PM ➤ Room No. CCC-TF-309, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Completion period of work	➤ 24 Months
A&F/Job No.	➤ 338/2015-16

*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 (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, 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 RTPPA Act 2012 and Rules thereto, the later shall prevail.

(P.K. JAIN)
Executive Engineer-SR

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			
Bid Participation Receipt			
		Date & Time : 09/06/2015 05:13 PM	
Bid Detail			
Bid Id : 6215152001		Procurement Entity : XXXXXXXXXXXXX	
Bid Title : Testing			
Bid Value : 300000		Bid Opening Place : Manthan Hall, Jaipur Development Authority	
Bidder Detail			
Name of Entity : XXXXXXXXXXXXX		Mobile: 9829012345	
Registration Type: Individual		Instrument Amount : 32500.00	
Payment Mode: Online/UTR		Payment Channel : Payment Gateway/ICICI Branch - JDA	
Instrument No : 456123789		Instrument Date : 17-06-2015	
Dates Detail			
Sr. No.	Event Name	Event Date	
1	Publishing Date	01/06/2015 01:00 PM	
2	Bid Opening Date	01/07/2015 03:00 PM	
Specific Instrument Detail for eProc Rajasthan			
Instrument Type: DD			
Instrument Number	Head Name	Amount	Date
10000	Tender Fee	400.00	05/06/2015
10001	RISL Processing Fee	1000.00	05/06/2015
10002	Bid Security Deposit	30,000.00	05/06/2015
Issuer Detail : Jaipur Development Authority		ChallanNumber: 641515600014	



**JAIPUR DEVELOPMENT AUTHORITY,
JAIPUR**

BID DOCUMENT

FOR THE WORK OF

**Total Station Survey work in JDA
region, JDA, Jaipur**



JAIPUR DEVELOPMENT AUTHORITY
Indira Circle, J.L.N. Marg, Jaipur-302004

No: JDA/EE/Sector Road /2015-16/D-

Date:

Bid Document for “**Total Station Survey work in JDA region, Jaipur**”

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JAIPUR DEVELOPMENT AUTHORITY
Indira Circle, J.L.N. Marg, Jaipur-302004

No: JDA/EE/ Sector Road /2015-16/D- Date:

NOTICE FOR INVITATION OF BID

NIB NO. 09/ EE-SECTOR ROADS /2015-16

1. Jaipur Development Authority (JDA) invites bids from experienced & eligible bidders in Two-Bid System for **"Total Station Survey work of Scheme, Society and other land of JDA region, JDA, Jaipur."**
2. **GENERAL DETAIL OF WORKS:**

A.	NIB No.	NIB NO. 09 /EE/Sector Roads/2015-16
	Name of Work	"Total Station Survey work in JDA region, Jaipur " .
B.	Work Description	Survey Work for JDA Projects and Scheme area with in JDA region.
C.	Approximate Cost of the Work	Rs. 198.00 Lacs
D.	Validity of Bid	120 days from date of opening
E.	Contract Period	2 Years

3. ELIGIBILITY CRITERIA :

- a) The firm shall have at least 3 year experience in Survey work in Govt. Sector copy of experience certificate not below the rank of Executive Engineer should be submitted.
- b) Firm shall have experience in GIS application Sector scheme planning survey work should have carried out minimum work of survey amounting to Rs. 50,00,000.00 Lacs in last 3 years satisfactorily. Copy of completion certificate duly attested shall be required.
- c) The Firm should submit an affidavit that the firm has never been debarred/black listed by any central/state/any other Government/Semi Govt. Department and that the firm has not left any work incomplete during the last three years

- d) Turnover of the firm in any one financial year with in last three years shall be at least Rs 100.00 lacks

OR

The average turn over of the firm of last three financial years should not be less then Rs. 50.00 Lacs.

4. a) Cost of Bid Document

The bidder is required to pay a non-refundable documentation charge amounting to Rs. 500/- (Rupees Five Hundred Only) through online payment after registering with JDA www.jaipurjda.org/e-services/e-tender portal at least in three days advance of tender sale date per Annexure-1,2,3, & 4.

b) Bid Processing Fee

The bidder is required to pay a non-refundable bid processing fee amounting to Rs. 1,000/- (Rupees one Thousand Only) through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal at least in three days advance of tender sale date per Annexure- 1,2,3 & 4.

C) Bid Security

- I. Bid Security @ 2% Rs. 4,00,000.00 (For A & AA class contractor/Agency registered in other department) and @ ½% Rs. 1,00,000.00 (For Contractor/Agency registered in JDA) through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal as per Annexure-1,2,3 & 4
- II. The bidders are required to submit Bid Security, Cost of Bid documents, Bid processing fee through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal as per Annexure-1,2,3 & 4. In the absence of such fee the bid of respective bidder will be considered as non-responsive and shall be rejected.
- III. All the provisions of **THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013** will be applicable. Two Envelop Bid (Envelop A Technical Bid Envelop B Financial Bid) If there is 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 be applicable.
- IV. **Procurement under RTPP Act 2012 and Rules 2013**
 - 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
 - All the bidders are required to comply with the Annexure A,B,C&D, prescribed under RTPP Act 2012 vide circular No 3 date 4 Feb, 2013, by the Dept of Finance (G&T) Govt. of Rajasthan.

- V. Bids are valid for 120 days from the date of receipt of bid.
- VI. Bids must be submitted under E-Tendering system only, on or before the due date and time indicate which will be opened on the date and time indicated as above in the presence of bidders who wish to attend.
- VII. Right to reject any or all bids without assigning any reason at any stage is reserved with the Jaipur Development Authority.
- VIII. Full details as required to be submitted as per the document, failing which the bid can be summarily rejected. No additional document shall be accepted after submission of bid.
- IX. No JV shall be permitted to participate in the bid.
- X. No conditional bids shall be accepted and shall be rejected.
- XI. The complete bid documents can be seen and downloaded from:
- JDA's web site <https://jaipurjda.org> or
 - Rajasthan State Public Procurement Portal <https://sppp.rajasthan.gov.in/>, or
 - E- Procurement Portal <https://eproc.rajasthan.gov.in/>

XII. IMPORTANT DATES:

S. N.	Events	Date & Time	Location
a.	Date of issue of Bid document	17.11.2015	https://eproc.rajasthan.gov.in/ .
b.	Last date for online payment	02.12.2015	
c.	Last date & time for submission of Bid document	02.12.2015 Up to 6:00 PM	E-Procurement Portal https://eproc.rajasthan.gov.in/ .
d.	Date of opening of technical bid	07.12.2015	Office of Executive Engineer- Sector Roads, Room No. 307, Third Floor, CCC Block, Jaipur Development Authority, JLN Marg, Jaipur-302004

Note: In case there is a holiday on the day of opening of bid, the activities assigned on that date shall be carried out on the next working day. Date & Time of opening of financial bids shall be intimated later.

XIII. GENERAL NOTES/INFORMATION:

- a) Work shall be done by Total Station Machine DGPS and relevant Software/GIS/QGIS/ESRI/Arc Info software as per the requirement of JDA.
- b) Survey work should be GEO referenced with time and date stamp of the agency.
- c) No extra payment shall be made for ground verification or checking work.
- d) Complete work shall be uploaded on server by the Agency as per JDA requirement.
- e) Time period may be extended for another “Three month” by mutual consent.
- f) Agencies have to submit the KML & KMZ files with soft copy of survey as per JDA requirement.
- g) Agency have to submit three colored and three black & white hard copy with time and date stamp of the agency of survey work in a proper scale as per requirement of Engineer-in-Charge.
- h) Survey should be superimpose on Google image and shall be submit in three colored hard copy.
- i) The work may be awarded to any other participant on L-1 approved rates based on requirement.
- j) The bidder/agency Shall have to quote their rates for the survey work having built up area up to 10%.

The following rates will be applicable :-

Sr.No.	Type of area	Rates payable
A) Fresh Works Upto 10% Built up		Quoted Rate
1	For built up area 10% to 50% -	1.5 times of quoted rate
2	For built up area above 50 %-	2.0 times of quoted rate
B) Updation Works		
1	For built up area up to 10%-	0.25 times of quoted rate
2	For built up area up to 10% to 50%-	0.375 times of quoted rate
3	For built up area above 50%-	0.5 times of quoted rate

Note :- Boundary walls shall not be consider for calculation of built up area.

Work can be awarded to any bidder at lowest rate in accordance to the RTTP Act-2012 29 (f) under this rate contract.

- k) For any other information, the contact person shall be:
 - i Mr. Arvind Arya, Additional Chief Engineer, JDA, Jaipur, Mobile No: 7742222100.
 - ii Mr. P.K.Jain, Executive Engineer-Sector Roads, JDA, Jaipur , Mobile No: 9928026983.

The bid performance Securitized by the Bidder will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.

XIV. The Bid Security shall be forfeited.

- a. If the Bidder withdraws the Bid during the validity period of Tender.
- b. If the bidder fails to sign the agreement for whatever the reason within the prescribed time limits.
- c. As per the provision of RTPPA-2012 section 11 and 44.

In consideration of the Executive Engineer / Superintending Engineer/Additional Chief engineer / Director Engineering-I /Commissioner, JDA of Tenders undertaking to investigate and to take into account each tender and in consideration of the work thereby involved, all Bid Securities deposited by the bidders will be forfeited to JDA in the event of such bidder either modifying or withdrawing his bid at his instance within the said validity period of four months.

Clause 2 : Compensation for delay

The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 10th day after the date of written order to commence the work given to the Contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money, and Performance Security. Besides, appropriate action may be taken by the Engineer-in-charge/ competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time has elapsed. If the contractor fails to achieve work progress in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the contractor, he shall be liable to pay compensation to JDA at every time span as below :

A.	Time Span of full Stipulated period	1/4 th (.... days)	1/2 th (.... days)	3/4 th (.... days)	Full (.... days)
B.	Work to be completed in terms of money	1/8 th (Rs.....)	3/8 th (Rs.....)	3/4 (Rs.....)	Full (Rs.....)
C.	Compensation payable by the contractor for delay attributable to the contractor at the stage	2.5% of Scheduled work remained unexecuted on the last day of (1/4) time span	5% of Scheduled work remained unexecuted on the last day of (1/2) time span	7.5% of Scheduled work remained unexecuted on the last day of (3/4) time span	10% of Scheduled work remained unexecuted on the last day of contracted full period

Note : In case delayed period over a particular span is split up and is jointly attributable to JDA and contractor, competent authority may reduce the compensation in proportion of delay attributable to JDA over entire delayed period without paying any escalation. Following illustration is given.

First time span is of 6 months, delay is of 30 days which is split over as under:

5 days [attributable to JDA] + 5 days [attributable to contractor] + 5 days [attributable to JDA] + 5 days [attributable to contractor] + 5 days [attributable to JDA] + 5 days [attributable to contractor]. Total delay is thus clubbed to 15 days [attributable to JDA] and 15 days [attributable to contractor]. The normal compensation of 30 days as per clause 2 of agreement is 2.5 which can be reduced as $2.5 \times 15/30 = 1.25$ over 30 days without any escalation by competent authority.

The contractor, shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the tender.

In case the delay in execution of work is attributable to the contractor, the span wise compensation, as laid down in this clause shall be mandatory. However in case the slow progress in one time span is covered up within original stipulated period then the amount of such compensation levied earlier shall be refunded. The price escalation, if any, admissible under clause 45 of Conditions of PWD work's Contract would be admissible only on such rates and cost of work, as would be admissible if work would have been carried out in a particular time span. The Engineer-in-charge shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise, without compensation.

However, if for any special job, a time schedule has been submitted by the contractor before execution of the agreement, and it is entered in agreement as well as same has been accepted by the Engineer-in-charge, the contractor shall complete the work within the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay compensation as prescribed in the foregoing paragraph of this clause provided that the entire amount of compensation to be levied under the provision of this clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to JDA reasons shall be recorded for each delay.

Clause 3 : Risk & Cost Clause

The Engineer-in-charge or the Competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or to any claims for damages in respect of any breaches of contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, and whether the date for completion has or has not elapsed by notice in writing, absolutely determine the contract in any of the following cases.

- (i) If Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workmanlike manner, shall omit to

comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by due date for completion or if he has already failed to complete the work by that date.

- (ii) If the Contractor being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.
- (iii) If the Contractor commits breach of any of terms and conditions of this contract.
- (iv) If the Contractor commits any acts mentioned in Clause 19 of PWF&R.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of Jaipur Development Authority shall have powers.

- (a) To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence) upon such determination or rescission, the earnest money, full Performance Security of the contract shall be liable to be forfeited and shall be absolutely at the disposal of JDA.
- (b) To employ labour paid by JDA and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it has been carried out by the Contractor under the terms of this contract. The certificate of the Executive Engineer, as to the value of the work done, shall only be taken after giving notice in writing to the contractor. Provided also, that if the expenses incurred by the JDA are less than amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- (c) After giving notice to the Contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him [of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive] shall be borne and paid by the original contractor and may be deducted from any money due to him by JDA under this contract or any other account whatsoever, or from his Earnest Money, Performance Security, Enlistment Security or the proceeds or sales thereof, or a sufficient part thereof as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract.

And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any work thereof or actually performed under this contract unless and the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

6. The successful bidder shall furnish a Performance security equivalent to 5% of cost of work awarded along with letter of acceptance duly signed and accepted in the form of DD / BG from a Nationalized Bank / Scheduled Bank valid for one year after due date of completion.

7. Submission of Bids

7.1 Sealing and Marking of Bids

The bids must be submitted **on line** using **Digital Signature Certificate** of the bidder through **E-Tendering process** only, by the due date and time as mentioned in the NIB issued for this work.

For submission, evaluation and selection of Agency a **“Two Bid ”** process has been planned. The bid document should be submitted in **three parts** in three separate envelopes on **E-procurement portal**.

The three parts of the proposal are

- (i) **Part 1: Envelope -"A"** containing print out of all payment receipts of all the fee, registration.
- (ii) **Part 2: Envelope -"B"** Technical bid and.
- (iii) **Part 3: Envelope -"C"** containing Financial bid.

Part 1: Envelope -"A" Containing print out of all payment receipts of bid document fee, bid security, bid processing fee registration and VAT tax clearance certificate of the Agency would be first opened and if found everything in order then only will proceed to part 2.

Part 2: Envelope -"B" containing Technical bid of the Agency would be opened and technical evaluation will be done as per the minimum eligibility criteria mentioned in bid document of Notice inviting Bid.

Part 3: Envelope -"C" containing financial bid of only those firms, who fulfill minimum eligibility criteria prescribed in.

Notice inviting Bid in the ‘Part 1’ (technical evaluation) would be opened and evaluated. The final selection of the firm would be done based on the lowest amount quoted by the Agency

The bidder is required to pay all fee through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal at least in two days advance of tender sale date.

8. Deadline for submission of Bids

- 8.1 Bids shall be received only on line under E-Procurement system as per the date and

time given in the NIB given under Section-I

8.2 If the date of submission of Bids is declared a holiday the next working day will be treated as the last date for submission of Bids.

8.3 The Bid should be in the prescribed form.

8.4 The JDA may, at its discretion, extend the dead line for submission of Bids by Issuing an amendment in accordance with Clause 3, in which case all rights and obligations of the JDA and of the Bids which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

8.5 Late Bids

Any Bid received after the deadline for submission of Bid as stated in Clause 3, or as subsequently extended by the JDA, will not be considered.

8.6 Modification and withdrawal of Bids

8.6.1 The Bidder may modify or withdraw his Bid, provided that the modification or notice of withdrawal is received in writing by the JDA prior to the prescribed dead line for submission of technical Bids.

8.6.2 The Bidder's modification or notice of withdrawal shall be prepared, as appropriate and delivered in accordance with Clause-8 at page no. 10.

8.6.3 No Bid may be modified after the deadline for submission of Bids.

8.6.4 Withdrawal of a Bid by a Bidder during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Form of Bid shall result in the forfeiture of the Bid Security.

9. Bid opening and valuation

9.1 Competent Committee will open the Bids in room no. 307, third floor, CCC Building, JDA on due date and time in the presence of any of the Bidders or their representative who choose to attend, all of whom sign a register as evidence of their attendance.

9.2 Bids which do not full fill the prescribed criteria shall be treated as non-responsive and shall not be opened further.

9.3 The Bid shall be rejected if:

- i) If requisite fee is not deposited in the form of DD/pay orders before opening of bid.
- ii) Price bid containing financial proposal is not enclosed.
- iii) Project Experience Record is not enclosed.
- iv) There are any criminal cases pending.
- v) If the affidavit is not enclosed.
- vi) If the Power of Attorney is not enclosed. (if required)
- vii) If undertaking regarding not being blacklisted/ Debarring is not enclosed.

9.4 Clarification of Bids

To assist in the examination, evaluation and comparison of the Bids, the JDA may ask Bidders individually for clarification of their Bids as per issued orders in JDA. The request for clarification and response shall be in writing or by cable. However, no change in the Bid amount or substance shall be sought, offered or permitted by the JDA, during the evaluation of the Bids.

9.5 Determination of responsiveness

- 9.5.1 Prior to the detailed evaluation of Bids, the JDA will determine whether each Bid has been submitted in the proper form and whether it is substantially responsive to the requirements of the Bid documents. Bids, which have not been submitted in the proper form, will be rejected.
- 9.5.2 Any Bid which is not substantially responsive to the requirements of the Bid documents will be rejected by the JDA and may not subsequently be made responsive by the Bidder correcting or withdrawing the non-conforming deviation(s) or reservation(s).
- 9.5.3 Tender documents containing detailed qualifications and eligibility criteria, scope of work, Terms of Reference and Conditions of Contract may be downloaded from JDA's web site <https://jaipurjda.org>. or

Rajasthan State Public Procurement Portal <https://sppp.rajasthan.gov.in/>.or

E-Tendering Portal <https://eproc.rajasthan.gov.in/>.

- 9.5.4 The competent authority of, JDA reserves the right either to accept or reject any or all Tenders at any stage without assigning any reasons.

**Executive Engineer (Sector Roads)
Jaipur Development Authority, Jaipur**

GENERAL CONDITIONS OF CONTRACT

1 General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b) “Agreement” means the Agreement signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 2 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.2;
- (d) “JDA”, “JDA” means Jaipur Development Authority, Jaipur.
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India or the Government of Rajasthan as the case may be.
- (g) “Local currency” means Indian Rupees;
- (h) “Party” means the JDA or the Agency, as the case may be, and Parties means both of them;
- (i) “Commissioner/Superintending Engineer” means the Commissioner/ Superintending Engineer, JDA or JDA.
- (j) “Services” means the work to be performed by the Agency pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (k) “Third Party” means any person or entity other than the Government, the JDA, the Agency or a Sub-Agency.
- (l) “Technical Proposal” means the technical proposal submitted by the Agency and accepted by the JDA.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the JDA and the Agency. The Agency,

subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India and Rajasthan State.

1.4 Language

This Contract has been executed in the English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

JDA: The Commissioner,
Jaipur Development Authority, Jaipur.
Tele No. 0141-2563234

1.6.1 Notice shall be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes/e-mail, 24 hours following confirmed transmission;
- (c) in the case of telegrams, 24 hours following confirmed transmission; and
- (d) in the case of facsimiles, 24 hours following confirmed transmission.

1.7 A party may change its address for notice hereunder by giving the other party notice of such change to the other party.

1.8 Location

The Services shall be performed at Jaipur (by establishing local office at Jaipur along with land line phone and Fax facility) and such locations as are specified by the JDA, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

2 Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this Contract by the JDA or the Agency may be taken or executed

by the officials authorized by the JDA and the Agency.

2.1 Taxes and Duties

Unless otherwise specified, the Agencies shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2.1.1 The Agencies and the personnel shall pay the taxes, duties, fees, levies and other

Impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1.2 The rates quoted should be inclusive of all taxes payable for this Agency Services, which shall not be paid/ reimbursed by the Client separately.

2.2 Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the JDA’s notice/Work order to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.3 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties, either Party may, by not less than four (4) weeks’ written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.4 Commencement of Services

The Agencies shall begin carrying out the Services at the end of Maximum 7 days period after the Effective Date/Acceptance letter date.

2.5 Expiration of Contract

Unless terminated earlier pursuant to General Conditions Clause 3 below hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the Contract.

2.6 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.7 Modification

Modification of the terms and conditions of this Contract, including any modification

of the scope of the Services, may only be made by written agreement between the Parties.

2.8 Suspension

The Client may, by written notice of suspension to the Agencies, suspend all payments to the Agencies hereunder if the Agencies fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agencies to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Agencies of such notice of suspension.

2.9 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of condition beyond control of Agency.

3 Termination

3.1 By the JDA

The JDA may, by not less than seven (07) days' written notice of termination to the Agencies (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than fifteen (15) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause, terminate this Contract:

- (a) If the Agencies fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.7 hereinabove, within seven (07) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
 - If prorata progress is not maintained.
 - Poor performance of technical staff.
 - Poor quality work.
 - Fail to follow instructions of Officer Incharge.
- (b) If the Agencies become (or, if the Agencies consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Agencies fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 9.2.2 hereof;
- (d) If the Agencies submit to the JDA a statement which has a material effect on the rights, obligations or interests of the JDA and which the Agencies know to be false;
- (e) If, as the result of Force Majeure, the Agencies are unable to perform a material portion of the Services for a period of not less than fifteen (15) days; or
- (f) If the JDA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

- (g) If the Agency, in the judgment of the JDA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower and includes collusive practice among Agency (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

3.2 By the Agencies

The Agency, may by not less than seven (07) days written notice to the JDA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause, terminate this Contract.

- a) If the JDA fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 9.4 hereof within thirty(30) days after receiving written notice from the Agency that such payment is overdue;
- b) If the JDA is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the JDA of the Agency's notice specifying such breach;
- c) If, as the result of Force Majeure, the Agency, are unable to perform a material portion of the Services for a period of not less than fifteen (15) days; or
- d) If the JDA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

3.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.3 or 3 hereof, or upon expiration of this Contract pursuant to Clause 2.5 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GC 9.3 hereof,
- (iii) any right which a Party may have under the Applicable Law.

3.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 3.1 or 3.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the JDA, the Agency shall proceed as provided, respectively, by Clauses GC 5 or 6 hereof.

3.5 Disputes about Events of Termination

All the disputes shall be dealt as per RTPP Act 2012 and Rules 2013.

3.6. Obligations of the Agency

3.6.1 General

3.6.2 Standard of Performance

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the JDA, and shall at all times support and safeguard the JDA's legitimate interests in any dealings with Sub Agency or Third Parties.

The detailed engineering drawings/fit for construction/working drawings shall be submitted to the engineer in charge/executive engineer for approval and comply with the comments/suggestions given without any additional cost. Notwithstanding any approvals of the client, the Agency shall remain fully responsible for quality and creativeness of his work.

3.6.3 Law Governing Services

The Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Agencies, as well as the Personnel and agents of the Agency and any Sub Agencies, comply with the Applicable Law.

3.6.4 Conflict of Interests

The Agency shall abide by all the conditions laid down in the Rajasthan Transparency of Public Procurement Act 2012 (RTPP Act 2012) and rules 2013. The Agency has to sign and upload Annexure A & B given in the RTPP Act 2012.

4. Liability of the Agency

Subject to additional provisions, if any, set forth in the SC, the Agency liability under this Contract shall be as provided by the Applicable Law.

4.1 Insurance to be taken out by the Agency

The Agency shall take out and maintain, at their own cost, but on the terms and conditions approved by the client, insurance against the risks, and for the coverage and shall provide evidence to the client showing that all such insurance has been taken out and maintained and that the current premium have been paid off and shall also keep the insurance live by paying timely premium time to time, throughout the period of Agency, for covering of:

- i) Third party motor vehicle liability in respect of motor vehicles operated by the Agency or their personnel.
- ii) Professional Liability Insurance (PLI) including deficiencies/inadequacies in the work and its related components for a period of Two Years beyond the Agency

- period or as per Applicable Law, whichever is longer after the completion of Agency services with a minimum coverage equal to the contract value for the assignment.
- iii) JDA's liability and workers compensation insurance in respect of the personnel of Agencies and any sub Agencies, in accordance with the applicable law as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

All the insurance and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

4.3 Agency Actions requiring JDA prior Approval

The Agency shall obtain the JDAs prior approval in writing before taking any of the following actions:

Entering into a subcontract for the performance of any part of the Services, it being understood

- (i) That the selection of the Sub Agency and the terms and conditions of the Subcontract shall have been approved in writing by the JDAs prior to the

Execution of the subcontract, and

- (ii) That the Agency shall remain fully liable for the performance of the Services by the Sub Agency and its Personnel pursuant to this Contract; and

4.4 Specific Responsibilities of the Agency

The Agency shall be fully responsible for collecting data and information from Government and other agencies. All information, data and reports obtained from the Government and other agencies in the execution of the services shall be properly reviewed and analyzed by the Agency. The responsibility for the correctness of using such data shall rest with the Agency. All such information, data and reports shall be treated as confidential.

The Agency shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

4.5 Reporting obligations

The Agency shall submit to the JDA the reports and documents specified in Appendix A hereto. At the end of the project before the final payment the Agency shall submit a set of all working drawings / good for construction with a project completion report in soft and hard copy.

The Agency is expected to provide suitable presentations of the project during the review meetings of the client / JDA or as mentioned at relevant place.

All submission of the Agency such as drawings, designs, estimates, reports, etc., shall be of five hard copies and three soft copies each. Drawings shall be of AO / A1 sizes. OR as specified in the specifications.

The Agency / concerned expert of Agency shall regularly visit the site during construction

and certify in the site register that their drawings are being correctly interpreted at site and the finishing is of acceptable quality.

5. Documents prepared by the Agency to be the property of the JDA

All plans, drawings, specifications, designs, reports and other documents prepared by the Agency in performing the Services shall become and remain the property of the JDA, and the Agency, shall not later than upon termination or expiration of this Contract, deliver all such documents to the JDA, together with a detailed inventory thereof. The Agency may retain a copy of such documents. The Agency shall however not use these documents for any purpose to any agency other than the client without prior written approval of the client.

6. Agencys' Personnel

6.1 Resident Project Manager

The Agencys shall ensure that at all times during the Agency' performance of the Services, a Resident Engineer shall take charge of the performance of such Services.

7. Obligations of the JDA

7.1 Assistance and Exemptions

JDA shall use its best efforts to ensure that the JDA shall provide the Agency, Sub-Agency and Personnel with all requisite facilities pursuant to applicable law as shall be necessary to enable the Agency, Sub- Agency or Personnel to perform the Services;

7.2 Access to Land

The JDA warrants that the Agency shall have, free of charge, unimpeded access to all land in respect of which access is required the performance of the services. The JDA will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Contractor and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Agency or any sub- Agency or the Personnel of either of them.

7.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.

8 Time Schedule:

8.1 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

(a)The Client shall cause the payment of the Agencys periodically as given in schedule of payment above within thirty (30) days after the receipt by the Client of bills with supporting documents.

8.2 Fairness and good faith

8.2.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-8 of work document hereof.

8.3 Secrecy and Confidentiality

The Agency is expected to maintain utmost Secrecy and confidentiality on any proprietary information / data / reports that may be provided by us orally or in writing and collected by you during the course of this contract.

8.4 Settlement of Disputes

Settlement of disputed shall be done in accordance of the provisions made in the RTPP Act 2012 and Rules 2013.

9 Foreclosure

- 9.1 *The JDA may, by not less than fifteen (15) days* written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Agency, without assigning any reason whatsoever at any stage of the contract, terminate the contract.
- 9.2 Up on termination of this contract, the Agency shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Agency up to and including the date of termination to the JDA.
- 9.3 The Agency shall be duly paid for the works carried out and services rendered till the date of termination. The Agency shall not be reimbursed for any demobilization expenses, if the contract is terminated

10. Jurisdiction of court

In the event of any dispute arising between the parties here to in respect of any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place where agreement is executed at Jaipur and by no other court.

**Executive Engineer (Sector Roads)
Jaipur Development Authority, Jaipur**

SCHEDULE-I

BIDDER'S INFORMATION SHEET

Bidder's Information	
Bidder's legal Name 1. Name	
2. Telephone numbers	
2. Fax numbers	
3. E-mail address	
Type of Firm (Individual/ Partnership /Private Ltd.)	
Address of the firm	
Bidder's country of constitution	
Bidder's year of constitution (certified copy to be enclosed)	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

Signature of bidder/Authorized representative

SCHEDULE-II
GENERAL WORK EXPERIENCE

(Bidder has to give a note on the general works done by the firm during last three years)

S.No	Work	Amount	Scheduled date of completion	Actual date of completion

Signature of bidder/Authorized representative

SCHEDULE-III
SPECIFIC EXPERIENCE DETAILS

(The details of the Work of Preparation of Schedule of Rates/Detailed Project Reports/Feasibility Reports/Rate Analysis, etc. done to justify qualification)

S.No	Work	Agency	Amount	Certificate

Signature of bidder/Authorized representative

SCHEDULE - IV
LETTER OF UNDERTAKING / DECLARATION
(ON THE LETTER HEAD OF THE BIDDER)

We, M/s _____,
hereinafter called as **“Bidder”**, complete address (_____
_____) hereby declare in
favour of Executive Engineer (Sector Roads) on behalf of Jaipur Development
Authority, Jaipur, hereinafter called as the **“Authority”** and agree to abide the
term of reference and complete the job as per agreed bid conditions.

Signature of bidder/Authorized representative

SCHEDULE - V
PRICE SCHEDULE

Name of Bidder: _____

We have read the Job Description, Terms and Conditions for the below mentioned work:

“**Total Station Survey work in JDA region, Jaipur**” (NIB No. 09) and we quote our lump sum price for the work inclusive of all taxes but excluding service tax applicable as:

Total Proposed Quantity of work	10000 Hectare area
Rate quoted per Hectare (having built up area upto 10%) as below:-	
In Figures:Rs	
In Words: Rupees	

The bidder/agency Shall have to quote their rates for the survey work having built up area up to 10%.

The following rates will be applicable :-

Sr.No.	Type of area	Rates payable
C) Fresh Works Upto 10% Built up		Quoted Rate
1	For built up area 10% to 50% -	1.5 times of quoted rate
2	For built up area above 50 %-	2.0 times of quoted rate
D) Updation Works		
1	For built up area up to 10%-	0.25 times of quoted rate
2	For built up area up to 10% to 50%-	0.375 times of quoted rate
3	For built up area above 50%-	0.5 times of quoted rate

- Note :-
- a) Boundary walls shall not be consider for calculation of built up area.
 - b) Service tax will be paid as per applicable law.

Signature of bidder	
Name with full address and contact no.	
E-mail ID:	

I do hearby agree to do the above work on the rate quated above.

Signature of the Contractor

Work can be awarded to any bidder at lowest rate in accordance to the RTTP Act-2012 29 (f) under this rate contract.

SPECIAL CONDITIONS

SCHEDULE 'H'

1. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.*
2. The JDA shall have right to conduct an audit/technical examination of the work of 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. 5 or any other manner legally permissible and if it is found that the contractor was paid less than what 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. *
3. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3-para 36)/ RTTPA act and subsequent modification thereafter.
4. 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.
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 Performance Security 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 their 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. The rates provided in tender documents are inclusive of all Taxes and royalty.
 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. 6 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 dose 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 / Performance Security and other action as mentioned under works agreement
 12. The contractor shall arrange his own machinery required for the work.

13. The contractor shall arrange his own storage, yard of sufficient capacity for storing wherever supplied by the department.
14. **No additional document can be submitted by the contractor after submission of his bid accept as provided in order no. 169 dated 21.11.2014 or any embedment thereafter.**
15. Rules regarding enlistment of contractor provide that work up to the prescribed 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 accordingly. Tenders with incomplete or incorrect information are liable to be rejected.
16. Any material not conforming to the specifications collected at site shall have to be removed by the contractor 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 the contractor after expiry of 3 days period.
17. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
18. None of the permanent works shall be carried out during night or Sunday or any authorized holiday without permission in writhing of the Engineer-In-charge.
19. The Contractor shall be fully responsible to follow safety code as per IS 3764:1992 (upto date). The work should be executed without damaging existing water pipe line, LT/HT electric under ground cable, poles, existing surface drain, water connection, Telephone cables etc. In case of any damages the penalty/liability imposed for such work shall be borne by the contractor and shall be got repaired immediately by arranging material/labor/assistance etc. In case of delay JDA reserve right to execute/get executed the work at the cost and risk of the contractor.

20. The contractor/firm or company will display necessary signboard & lights from safety point on view during nights at site of work on his own cost as directed by the authorized Engineer-In-charge.
21. The surplus earth & damaged material will be immediately removed from the site of work & dumped as per instruction of Engineer-In-charge.
22. The onus of safety and security of men and material at work including the road user shall be completely of the contractor only.
23. The rate provided in tender documents is inclusive of all Taxes & royalty.
24. The tenderers are required to furnish the following documents along with the tender :
 - i. Duly executed power of attorney in original along with two certified copies in the name of the tender's authorized representative to act on behalf of the tenderer and the power to agree to refer dispute to arbitration.
 - ii. Sales Tax & Income-Tax clearance certificate.
 - iii. Construction programme of work in the form of bar charts.
 - iv. Financial resourced with particulars.
 - v. Constitution, capital, registration, place of business of the tenderer.
 - vi. Particulars of registration with central of State Government Organization if any.
 - vii. Details of work of similar type and magnitude already carried out by the tender.
 - viii. Details of work Tendered for and as on the date of issue of tender.
 - ix. Details of plant machinery available with the tender for this work.
 - x. Details of plant machinery proposed to be used on the work: but not immediately available.
 - xi. **Details of qualified technical personnel proposed to employed on the work.**
 - xii. A declaration to the effect that the tenderer is engineering construction firm or any associate of such firms which has successfully carried out large works of this nature and have adequate organization and experienced personnels to handle the present work.
 - xiii. Copies of certificates if any.
25. Undersigned has full right to reject any or all bids without given any reasons.
26. JDA has full right to reject any or all tenders without given any reasons.

27. The contractor, whose tender is accepted, will be required, at the time of execution of agreement to furnish performance Guarantee for 5% of the tendered amount, as security, for the due fulfillment of his contract, However, a contractor registered in class "C" or "D" may apply in prescribed form (RPWA 114), if he desires so, for deducting the amount of performance Guarantee from first Running Account Bill, as laid down in clause I of condition of contract.
28. 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."
29. The tenderer are required to submit copy of their enlistment as contractor in required category with respect cost of work.
30. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
31. 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.
32. All the provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is 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 be applicable.
33. All fees/ payment shall be payable in the name of secretary JDA, Jaipur.
34. 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 dated 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

Executive Engineer-(Sector Road)
JDA, Jaipur.

1. किसी भी निविदा को बिना कारण बताये निरस्त किया जा सकता है।
2. आवेदक/संवेदक को निविदा प्राप्त करने के लिए आवेदन के साथ पंजीयन प्रमाण पत्र की प्रति प्रस्तुत करना अनिवार्य है।
3. आवेदक/संवेदक को निविदा प्रपत्र पर अपना पता एवं दूरभाष नम्बर अंकित करना अनिवार्य है।

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name:-.....

Designation:-.....

Address:-

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **JDC**

The designation and address of the Second Appellate Authority is **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) From of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

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

[Validate](#)[Print](#)[Help](#)

Item Rate Boq

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Total Station Survey work in JDA region, JDA, Jaipur.

Contract No: NIB No. EE(SR)/09/2015-16

Bidder Name :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Quantity	Units	Rate Per Hectare) Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1.01	Fresh Works upto 10% built up	10000.0000	Hectare		0.0000	INR Zero Only
	For built up area 10% to 50% - (1.5 times of quoted rate)					
	For built up area 10% to 50% - (1.5 times of quoted rate)					
	For built up area above 50 %- (2.0 times of quoted rate)					
	D) Updation Works					
	For built up area up to 10%- - (0.25 times of quoted rate)					
	For built up area up to 10% to 50%- (0.375 times of quoted rate)					
	For built up area above 50%- (0.5 times of quoted rate)					
	a) Boundary walls shall not be consider for calculation of built up area.					
	b) Service tax will be paid as per applicable law.					
Total in Figures					0.0000	INR Zero Only
Quoted Rate in Words					INR Zero Only	