

जयपुर विकास प्राधिकरण, जयपुर

क्रमांक: जविप्रा/अधि.अभि. (ड्रेनेज प्रोजेक्ट- I I)/2016-17/डी-78

दिनांक : 01.07.2016

निविदा सूचना सं. अधि.अभि.- (ड्रेनेज प्रोजेक्ट- I I)/01/2016-17

जयपुर विकास प्राधिकरण के ड्रेनेज प्रोजेक्ट-I I के क्षेत्र में "Development of Drainage System for Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA, Jaipur" कार्य के लिए दिनांक 16.08.2016 सायंकाल 6.00 बजे तक ऑन लाईन निविदा आमंत्रित की जाती है। विस्तृत विवरण, जो कि निविदा प्रपत्र में उपलब्ध है, अधोहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.raj.nic.in व www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

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

1. जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो। निविदा शुल्क व आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑन लाईन ही देय होगी। बोली प्रतिभूति ऑन लाईन अथवा बैंक गारण्टी के द्वारा दी जा सकती है।
2. ऑनलाईन निविदा में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशायी अभियन्ता (ड्रेनेज प्रोजेक्ट-द्वितीय)

जविप्रा, जयपुर

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. NB-FF-108, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004
Telephone: +91-141-2569696 e.mail : deepak.mathur@mailjda.org
No.:-JDA/EE(DP-II)/2016-17/D-78 Dated 01-07-2016

NOTICE INVITING BID

NIB No. : EE(DP-II)/ 01/2016-17

Online Bids are invited up-to 6.00 PM of 16.08.2016 for **“Development of Drainage System for Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA, Jaipur”** Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website **www.sppp.raj.nic.in**, **www.eproc.rajasthan.gov.in** and **www.jda.urban.rajasthan.gov.in**

To participate in the bid, bidder has to be:

1. Registered on JDA website **www.jda.urban.rajasthan.gov.in**
For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee online only. Bid security may be deposit online or in form of Bank Guarantee.
2. Registered on e-Procurement Portal of Government of Rajasthan **www.eproc.rajasthan.gov.in** for online e-Bid submission.

(Deepak Mathur)
Executive Engineer(DP-II)

Copy to :-

01- PRO Cell, JDA, Jaipur for publication in News paper.

Job No. 389/2015-16

(Deepak Mathur)
Executive Engineer(DP-II)

Detail NIB for uploading on SPP Portal, e-Procurement, JDA Portal & as part of NIB Document

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. NB-FF-108,, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004

Telephone: +91-141-2569696 e.mail : deepak.mathur@mailjda.org

No.:JDA/EE(DP-II)/2016-17/D- 78

Dated 01-07-2016

NOTICE INVITING BID

NIB No. : EE(DP-II)/01/2016-17

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Executive Engineer (DP-II), Jaipur Development Authority Address: Room No. NB-FF-108, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal nehru Marg, Jaipur - 302004 (Rajasthan) Email: deepak.mathur@mailjda.org
Subject Matter of Procurement	➤ Development of Drainage System for Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA, Jaipur
Period of work	➤ 09 Months
Bid Procedure	➤ Two Stage tender, 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.raj.nic.in , www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment *	<ul style="list-style-type: none"> Website: www.jda.urban.rajasthan.gov.in For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. <ul style="list-style-type: none"> Bidding document fee: Rs. 1000/- (Rupees Five Hundred only) RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 14,01,00,000/- (Rupees One thousand four hundred and one lacs only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR) : 2% (Rs. 2802000.00/-) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs700500.00/-) 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 ➤ Bid Security Deposit may be submitted online or by way of Bank Guarantee (BG). In case bidder opt to submit bid security through BG, the BG should valid upto 14 months from the date of opening of the bid in prescribed format. ➤ The bidder will provide details of BG viz BG No, issuing date, expiring date etc. on online tendering system of JDA ➤ The original BG will be physically handed over in JDA to Nodal Officer of Online tendering system of JDA as detailed below. A copy of this BG to be attached with the bid documents during uploading. The physical BG will required to be deposit in JDA only after scheduled date and time of closing for submission of bid on e-procurement portal of GoR as detailed in NIB.
Publishing date on SPPP Portal	➤ 15/07/2016
Document sale/download/Bid participation amount deposit start date on JDA Portal	➤ 15/07/2016 at 09.30 AM Onwards
Bid Submission Start Date on eProc Portal of GOR	➤ 15/07/2016 at 09.30 AM Onwards
Document sale/download/Bid participation amount deposit End date on JDA Portal	➤ 16/08/2016 at 06.00 PM

Bid Submission End Date on eProc Portal of GOR	➤ 16/08/2016 at 06.00 PM
Physical BG submission Start Date	➤ 17/08/2016 at 10.00 AM to
Physical BG submission End Date	➤ 19/08/2016 upto 3.00 PM
**Date/ Time/ Place of Bid Opening	➤ 22/08/2016 at 11.00 AM ➤ Room No. CCC-TF-309, Third Floor, Customer Care Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Job No.	➤ 389/2015-16
<p>* 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.</p> <p>The bidder also have choice of depositing Bid security/ EMD through bank guarantee (BG) also. In case of bidder opting to submit bid security through BG in the prescribed format, the bidder will be provide details of BG viz , bank guarantee no, issuing date, expiring date etc. on online tendering system of JDA. However, the tender fees and processing charges of RISL continue to be paid through online mode only i.e. payment gateway of RTGS/NEFT.</p> <p>A copy of the Bank Guarantee will be required to be attached with the bid submission document uploaded on e-Procurement portal of GOR.</p> <p>The physical Bank Guarantee will be deposited in JDA</p> <p>Only after schedule date & time of closing date for submission of bid on e-Procurement portal of GOR</p> <p>The physical Bank Guarantee will be physically handed over to Nodal Office of online tendering system of JDA (Presently in Room No. MB-SF-225A of Main Building). After verification, original BG will be sent to respective procuring entity which will be refunded/returned by procuring entity as per rules.</p>	
<p>Note:</p> <ol style="list-style-type: none"> 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. 	

(Deepak Mathur)
Executive Engineer (DP-II)

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.jda.urban.rajasthan.gov.in

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in (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

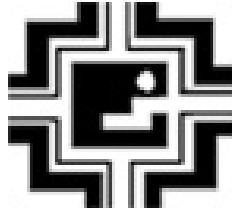
Annexure: 4
Template of Online Receipt as part of NIB Document

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

TENDER DOCUMENTS

TECHNICAL BID **(POST QUALIFICATION)**

Envelope – 1

FOR

NAME OF WORK : Development of Drainage System for Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA, Jaipur

Period Date of Sale	FROM 15.07.2016 TO 16.08.2016
Date of receipt of the tender	UPTO 16.08.2016 upto 06.00 PM
Date of opening of Technical bid	On 22.08.2016 AT 11.00 AM (CCC-TF-309, Third Floor, CC Building, JDA, Jaipur.)
Cost of Tender	Rs. 1401.00 lacs
Completion period	09 (Nine) Months

NAME OF AGENCY -----

EXECUTIVE ENGINEER
(Drainage Project-II)
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

GENERAL DETAILS OF TENDER

1.	NIT No.	EE (DP-II)/01/2016-17 dated 01-07-2016
2.	Name of the work	Development of Drainage System for Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA, Jaipur
3.	Estimated Cost	Rs. 1401.00 Lacs
4.	Cost of the Tender Document and Processing fees Online	Rs. 1000.00 (In Favour of Secretary, JDA, Jaipur online.) Rs. 1000.00 (In Favour of M.D. RISL, Jaipur online) The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender 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.
5.	Earnest Money Online	Rs. 700500.00/-for Contractor enlisted in JDA (Online) Rs. 2802000/- for AA Class contractor enlisted in other Govt. Departments (Online) If Bidder of pay the bid security by BG. The bank guarantee should be valid for next thirteen (13) months after the date of bid opening date. A copy such bank guarantee will be required to attached with the bid submission document uploaded on E-Procurement portal of GOR.
6.	Completion Period	09 Months.
7.	Sales of Tender	FROM 15.07.2016 TO 16.08.2016
8.	Date of submission of the Tender	FROM 15.07.2016 TO 16.08.2016 upto 06.00 PM
9.	Physical BG (Bid Security) Submission Start & Closing Date	17.08.2016 from 10.00 AM to 19.08.2016 upto 03.00 PM The bank guarantee will be physically handed over the nodal officer of online tendering system on JDA i.e. D.D. (E&B) in room No. 225A Main Building JLN Marg, JDA, Jaipur.
10.	Date of opening of Technical Bid	On 22.08.2016 at 11.00 AM (CCC-TF-309, Third Floor, CC Building, JDA, Jaipur.)
11.	Date of opening of Financial bid	Success full technical bidder Will be informed later on
12.	Tender Document issued to	M/s -----

EXECUTIVE ENGINEER(Drainage Project-II)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

OFFICE OF THE JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

- 1 **Name of work** : Development of Drainage System for Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA, Jaipur
- 2 **NIB No.** : EE(DP-II)/01/2016-17
- 3 **Approximate cost** : Rs. 1401.00 Lacs
- 4 **Cost of the tender documents** : Rs. 1000.00 The Bidders are required to submitted Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fess the bid of respective bidder will be considered as non-responsive and shall be rejected.
- 5 **Bid Processing fees** : Rs. 1000/- (In favour of M.D. R.I.S.L., Jaipur through online.
- 6 **Earnest Money (in favour of Secretary, JDA, Jaipur)** : Rs. @ 2% Rs. 2802000.00/- (For AA class contractor registered in other department and @ ½ % Rs. 700500.00/- (For contractor registered in JDA) through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date.

Bid Security (Earnest money) may be submitted online or by way of bank guarantee. In case bidder opt to submit bid security through bank guarantee, the bank guarantee should valid up to 13 Months from the date of opening of the bid in prescribed format.
- 7 **Publishing date on SPPP Portal** : 15/07/2016
- 8 **Document sale/download/Bid participation amount deposit start date on JDA Portal** : 15/07/2016 at 09.30 AM Onwards
- 9 **Bid Submission Start Date on eProc Portal of GOR** : 15/07/2016 at 09.30 AM Onwards
- 10 **Document sale/download/Bid participation amount deposit End date on JDA Portal** : 16/08/2016 at 06.00 PM
- 11 **Bid Submission End Date on eProc Portal of GOR** : 16/08/2016 at 06.00 PM
- 12 **Physical BG submission Start Date** : 17/08/2016 at 10.00 AM Onwards
- 13 **Physical BG submission End Date** : 19/08/2016 at 3.00 PM
- 14 ****Date/ Time/ Place of Bid Opening** : ➤ 22/08/2016 at 11.00 AM
Room No. CCC-TF-309, Third Floor, Customer Care Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
- 15 **Completion period of work** : 09 Month

SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :

The Bidder should see the site and fully understand the condition of the site before bidding and include all lead, lifts etc. for the material in his item rate/percentage to be quoted on the rates as given 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 DEPARTMENT:

The drawing may be seen in office of the undersigned.

SCHEDULE 'C' : LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:

List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after depositing necessary cost within JDA.

SCHEDULE 'D' : TEST OF THE MATERIALS :

The test of the material and workmanship shall be conducted by the JDA staff as necessary, The result of such tests should confirm to the standard laid down in the Indian standards and or the standards laid down in the detailed specification of the Public Works Deptt, Proper quality control is required to be maintained by the contractor qualified personnel as required under the contractor enlistments rules duly approved by the Deptt. shall have to be engaged at site by the contractor. The deptt. reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

SCHEDULE 'E' : SAMPLES OF THE MATERIALS :

The samples of the material to be used by the contractor shall be deposited 7 days in advance with the Engineer In charge and be got approved by him before use.

SCHEDULE 'F' : TIME OF COMPLETION :

The work should start within 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 under the conditions of agreement and special conditions of the tender.

SCHEDULE 'G' : ATTACH SEPARATELY BASED ON BSR PWD, JAIPUR.

SCHEDULE 'H' : SPECIAL CONDITION : ATTACHED SEPARATELY.

SCHEDULE -I Cost of bid documents, Processing Fees & Bid Security Deposit.

Date of submission of Bid Cost, Bid Processing fees & EMD upto 16.08.2016 upto 6.00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in 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. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 13 months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in room No. MB-SF 225A main building, JLN Marg, JDA, Jaipur, as per specified in bid documents.

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

Annexure B : Declaration by the Bidder regarding Qualifications

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

SIGNATURE OF CONTRACTOR
with full address & Mobile No. :

EXECUTIVE ENGINEER (DP-II)
Jaipur Development Authority,
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. 6 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. 7 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. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
13. The contractor shall arrange his own Storage tanks up to 10 tones capacity for strong bulk bitumen. Wherever supplied by the department.
14. Rules regarding enlistment of contractor provide that work up to the time 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.

15. 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
16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes and royalty
18. For paver work at lest 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the etc."
24. Special Conditions of Contract regarding Defect Liability Period (DLP) for various works costing Rs. 25.00 lacs and more shall be applicable.
25. The tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. 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.
28. The bidder 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.
29. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

SIGNATURE OF CONTRACTOR
With full address & mobile

Executive Engineer (Drainage Project-II)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Special Conditions

1. Drawing and design:-All drawings and design will be made available by the department. Agency will execute the work as per detail drawings and designs provided by the department.
- 2 For quality control agency has to establish a fully equipped field quality control laboratory at site to execute all the Q.C. tests required at site.
- 3 The agency will have to do all survey works having details of levels of the existing drains and the proposed drains. It also cover the details of the all type of utilities crossing the drain/box culvert work.
4. During execution of work at site any damages take place in utility services, the same will be got restored by the agency within 24 hrs. at his own cost to avoid any inconvenience to the public. No payment will be done by the department in this regard.
- 5 Quantities shown in the "G" Schedule are approx and near to the correctness but it is subject to variation as per the approved design and site requirement.
- 6 No payment will be made for constructing suitable access routes for conveniently transporting construction material and excavated material.
- 7 No payment will be made for diversion of flow of water or pumping of water during construction.
- 8 The contractor shall at his own cost arrange to take colour photographs of size 4"x6" at various stages of the work including interesting and novel features of the works as directed by the Engineer & Supply two copies of Color photograph mounted on albums i/c soft copies & these shall be kept by Engineer in charge.
- 9 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.

Signature of Contractor
with full address & Mobile No.

Executive Engineer (DP-II)
JDA, Jaipur.

DEVELOPMENT AUTHORITY, JAIPUR

-: OTHER CONDITION :-

1. The Drain work shall be under defect liability period of the agency executing the work for 3 years after actual date of completion of work.
2. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
3. The agency shall make available all testing equipment required at plant and site along with technicians.
4. In case some agency stands as L1 in more than one work and the rate is considered to be reasonable then while computing the bid capacity the value of work (choice of work will be given by agency) will be included as liability on the part of agency for the purpose of evaluating bid capacity for the other work.
5. Third party supervision of QC shall be followed in the works.
6. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
7. Agency to take levels of road jointly with site staff of the Engineer In Charge before execution of the work at his own cost and get the final levels approved from Engineer In Charge before execution.
8. Agency shall arrange video graphing and Photography the road prior to start of work, during execution of work and after completion of the work at his own cost and submitted to JDA.
9. The Agency shall deploy Engineer & Technical staff as required at plant and site, In case of failure JDA shall engage and deduct the actual salaries from payment due.
10. Cement shall be OPC - 43 Grade as per relevant IS Code.
11. The RMC shall be procured either from such plants established by cement manufacture like ACC, J.K. Ultra Tech etc. or self established computerized RMC plant of minimum capacity of 30 cum /pr hr at agency's location.
12. Ad mixtures/ plasticizers shall be of Fosroc/Sika make or equivalent or as approved by the Engineer in charge.
13. 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.
14. DLP period of various nature of works amounting more than 25 Lacs has been revised. The time period & Conditions as per order No. D-29 dated 11.03.2016
15. निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा Online नहीं जमा कराई जावें, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नहीं की जावेगी।
16. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
17. एक यू.टी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावे।

Executive Engineer (DP-II)

JDA, Jaipur

**Signature of contractor with
Full address and E-mail.**

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

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

Table-I

S.No.	Type of work	DLP Period
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii) New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to building structure and other civil works.	5 Years
9	Electric work except maintenance	3 Years
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years

1. DRAINAGE WORKS

1.1 The Defect Liability Period (DLP) for all Drainage works including all related work shall be Three years.

Drainage 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 Drain works and removal of defect during Defect Liability Period.

1.3 The word "Drainage Works" means all new Drain Works construction, its covering work, cleaning inside and other works."

1.4 The word "Maintenance of Drain Works during Defect Liability Period" means

- (i) Routine maintenance of Drain Works including cleaning the drains, spouts etc and carriage of malba etc from the site.
- (ii) To remove the defect as & when appear in part and entire structure of Drain Works, in specified time and keeping the Drain clean & good condition. 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 Drain works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire Drain 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 Drain maintenance activities and their periodicity

S.No.	Name of Item/ Activity	Frequency of operations in one year
1	Restoration and cleaning of rain water spouts & repair of any type of damages.	Once in a year, generally before rains.
2	Cleaning of inner portion of the drains by removing the covers at regular interval and carriage and disposal of malba etc.	As and when required.
3	Insurance of proper functioning of drains including civil maintenance and desilting of drains.	As and when required.

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 IDP once in three months in case of all Drain works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those Drain sections, which are likely to be damaged during rainy season.

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

The release of SD amount shall be as following table:-

S.No.	Released SD DLP period	1 st year	2 nd year	3 rd year	5 th year
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.

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

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

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

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

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

Executive Engineer (**DP-II**)

JDA, Jaipur.

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is:- **E.C.**

The designation and address of the Second Appellate Authority is Nominated by:-**ACS/Pr.Secy. UDH.**

(1) Filing an appeal:-

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

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

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

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

(4) Appeals not to lie in certain cases:-

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement
- (b) Provisions limiting participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of confidentiality

(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Annexure D :Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial Bids on the following basis:

- (i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

2. Procuring Entity's Right to Vary quantities.

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provide in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 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

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR POST QUALIFICATION OF CONTRACTORS

Name of work:- **Development of Drainage System for Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA, Jaipur**

Special conditions of contract for **POST QUALIFICATION** as detailed here under, shall be applicable in addition to all other terms and condition already prescribed under standard agreement forms/rules and regulations to contract.

1. Procedure:

Procedure for **POST QUALIFICATION** would be as follow:

- (a) Tender document shall be submitted on line e-procurement website <http://www.eproc.rajasthan.gov.in> with their digital signature. The bid Is to be submitted in **2 envelope** which shall comprise of-

Envelope-1 being for Technical Bid and

Envelope-2 being for Financial Bid. Each envelope would be sealed separately and super scribed as "Envelope-1 Technical Bid" and "Envelope-2 Financial Bid". Both envelopes would be placed in Third envelope duly sealed, bearing the name of work and the name of the bidding contractor. In this third envelope, envelop of earnest money, VAT clearance certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of contractor in required category should also be kept

- (b) The technical bid will be opened only of whose bidders those proper Earnest money, VAT clearance certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of contractor in required category are found to be in order. The earnest money will be accepted through online payment or Bank Gurantee in the name of Secretary JDA, Jaipur.

- (c) The Technical Bid envelope would be opened on the date **22.08.2016 at 11.00 AM CCC-TF-309, Third Floor, CC Building, JDA, Jaipur.**

- (d) The Financial Bid envelope would be opened only of those bidders who fulfill all the **POST QUALIFICATION** criteria Note:-

- (i) If VAT clearance certificate is not applicable in any State then appropriate proof is to be enclosed by bidder with certificate which is applicable in place of VAT.

2. **Criteria:**

Criteria for POST QUALIFICATION would be as follows:-

- (a) The bidder should have executed following quantities of work in any one financial year of the last five financial years. However the bidder may opt current year in the said financial assessment period.

S. No.	Item	50% Quantities
1	Precast RCC box culvert size 600.00 X 600.00 mm & above/RCC pipe 600.00 mm dia & above	2546.00 Mtr.
2	PCC/CC	2017.00 cum
3	Conctrolled cement concreete	3576.00 Cum

Note :-

- (i) The Bidder should enclose the certificate having quantities Financial year wise other wise the certificate will not be considered.
- (ii) Quantities of all the items mentioned in criteria 2 (a) should be executed in one financial year.
- (iii) Certificate issued by Govt. of India, State Govt., Union Territory and Govt. Undertakings, Autonomous Bodies shall only be considered.
- (b) The bidder should have completed at least one similar nature work in last three financial year (including current year, if opted by the bidder) of value not less than 50% (**Rs.700.50 lacs.**) of the estimated cost of the work (updated to present price level).

Note :-

- (i) The starting & completion date of the work is to be in between above said financial year. If no then maximum work (70%) is to be completed in above said financial year.
- (ii) If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.
- (c) The bidder should have achieved an annual financial turnover of at least 60% (**Rs. 840.60 lacs**) of the estimated cost of the work in any one of last three financial years (including current year, if opted by the bidder)

Note:-

- (i) The bidder should enclose certificate of Turn over from Chartered Accountant for last five financial years & audited balance sheet of the year which is considered by the bidder in criteria 2 (c).
- (ii) If current year or last year has been opted by bidder whose balance sheet is not submitted till the submission of bid then certificate from Chartered Accountant should be enclosed.
- (d) The bidder should give Affidavit to deploy the machinery and equipment as specified in Schedule- III, for the execution of this work.
- (e) Bid Capacity: Bidders who meet the minimum qualification criteria will be qualified only if available bid capacity is equal to or more than the total Bid value.

The available bid capacity will be calculated as under:

$$\text{Bid Capacity} = (A \times N \times 3 - B)$$

Where

- A = Maximum value of civil engineering work executed in any one year during the last 5 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt current year in the five year assessment period
- N = Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 0.75
- B = Value, at present price level of existing commitments and on going works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited)

Note:-

- (i) Certificate from Chartered Accountant should be enclosed by bidder clearly indicated maximum value of Civil Engineering Work in one Financial Year.
- (f) **Litigation History:-** Bidder should provide an accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The maximum value (updated at the present price level) of disputed amount claimed in the litigation/arbitration resulting from contracts executed in last five years shall be deducted from the calculated Bid Capacity of the bidder. The details shall be furnished in Schedule VI.

Note:-

- (i) The present price level for turnover, cost of completed work & disputed amount of similar nature, the previous year's value shall be given weight age of 10% per year as follows :-
 - (a) For Current Year- 2016-17 1.00
 - (b) For last year - 2015-16 1.00
 - (c) For one year before - 2014-15 1.10
 - (d) For two year before - 2013-14 1.21
 - (e) For three year before - 2012-13 1.33
 - (f) For four year before - 2011-12 1.46

3. **Documentation :**

The bidder should furnish the following documents along with the technical bid:

- (a) Information regarding financial resources and capability in Schedule -I.
- (b) Information regarding works executed in the last five years in Schedule-II
- (c) Certificates from the concerned Engineer-In-Charge in support and verification of the information furnished in Schedule-II
- (d) Affidavit regarding machinery and equipment required for deployment, as detailed in scheduled - III.
- (e) Information regarding details of maximum value of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress in schedule - IV.
- (f) Information regarding existing commitments and ongoing works to be completed in schedule - V.
- (g) Information regarding details of litigation or arbitration contracts to be furnished in schedule - VI.
- (h) Calculation of Bid capacity in schedule - VII.
- (i) Affidavit as per Annexure I.

4. **Important:**

- (a) The bidder must ensure that all the information required in the Documents is furnished by him complete in all respects. He would not be allowed to withdraw any document, or to rectify any information furnished therein, after submitting the bid.
- (b) The bidder should give an affidavit that the information furnished in schedule I, to VII is correct. If any information is found incorrect, the offer of the bidder shall be rejected and action be taken as per rules.
- (c) Bidders must do paging of all enclosure of bid documents.

a. Rejection of bids

The department reserves the rights to reject any bid or to disqualify any or all the bidders, without assigning any reasons at any stage.

- (i) If Bid is not accompanied with the requisite documents mentioned in clauses 3 (a) to 3 (i) or is not in accordance with procedure specified in Para 1, or is not accompanied with earnest money & VAT clearance Certificate and registration of contractor in required category it would be liable for rejection
- (ii) Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection.
- (iii) If all the copies enclosed in support or declaration is not duly attested by notary public/gazetted officer/self attested then bid of the bidder is to be rejected.

Joint Venture allowed :-

Conditions of Joint venture shall as follows :-

In case the bidder comprises a joint venture or consortium, following requirements shall also be complied with :-

- a. The total number of J.V. partners shall not exceed 2 (Two). They must designate lead partner duly authorized by all the members who will represent the J.V. Any of the two partners can be lead partner. The lead partner shall be nominated as being partner-in-charge and this authorization shall be evidenced by submitting power of attorney signed by the legally authorized signatories of all the partners.

- b. The partner-in-charge (or, the lead partner) shall be authorized to incur liabilities and to receive instructions on the behalf of the partners of the Joint Venture, whether jointly or separately, and entire execution of the contract (including payment) shall be carried out exclusively through the partner-in-charge.
- c. The share of one of the two partners shall not be less than 26% and rest of the share shall be held by other partner (For example if share of one partner is 26% then for other partner it will be 74%). The JDA will only send communication to the lead partner, which will be deemed to have been sent to all the J.V. partners. Similarly, any negotiation and/or agreement with the lead partner shall be deemed to have been concluded with all the J.V. partners. All the members of J.V. shall be bound by the said communication and all acts/deeds of the lead member.
- d. Any one of the two partners, alone, should fulfill the Technical Criteria. Similarly, any one of the two partners, alone, should fulfill the Financial Criteria. For rest of the eligibility criteria, qualifications of the partners may be clubbed together.
- e. The individual partner of J.V. alone or with other partners cannot participate in the same bid.
- f. Bid capacity is to be calculated by clubbing turn over and work in hand of all the joint venture firms.
- g. Attestate-copy of the MoU/Agreement/power of attorney entered into by the joint venture/consortium members duly notarized, shall be submitted along with the bid with intended percentage participation nomination of lead member and division of responsibility to clearly define the work of each member etc.
- h. All the members or the joint venture/Consortium shall be jointly and severally liable for the execution of the Contract.
- i. In the event of default by any member of the joint venture/consortium in the execution of his part of the contract, the partner-in-charge will have the authority to assign the work to any other party acceptable to the employer to ensure the execution of the part of contract.
- j. If initially the bid has purchased and submitted by the any partner or by the JV firm, in case of JV bid accepted the work order will be issued in favour of name of JV and the bidder will submit details of JV bank account to which payment is to be deposited by JDA.
- k. The experience certificate will be issued as per percentage of the shareholders defined in the JV agreement of the two partners.

Executive Engineer (DP-II)

JDA, Jaipur

Schedule - I
FINANCIAL RESOURCES AND CAPABILITY
[Reference clause 3 (a)]

1. Name of Bidder :- M/s.....
2. Total financial turnover achieved by the bidder in the last five financial years:

S.No.	Year	Turnover
(1)	2015-16	
(2)	2014-15	
(3)	2013-14	
(4)	2012-13	
(5)	2011-12	

Note: Balance Sheets and Profit & Loss Accounts is to be enclosed by the bidder which is considered by him as per criteria 2 (a).

3. Total financial Turnover projected in the current financial year
4. Has the bidder ever been debarred from bidding for Central Government/State Government/any Government undertaking?
Yes / No, if yes give details.
5. Has bidder ever been declared insolvent?
Yes/No, if yes give details.
6. Name(s) and Address of Branch/(s) for bidder's Bankers.

I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.

Date : **Signature of Bidder**
(With Seal wherever applicable)

SCHEDULE - II

[Reference clause 3(b)]

Details of Quantities of work executed during last Five financial years

S. No.	Name of Works (With agreement No. & Date)	Client	Place (district)	Financial Year	Principal Items of work			Page No.
					Precast RCC box culvert size 600.00 X 600.00 mm & above/RCC pipe 600.00 mm dia & above	PCC/CC	Conctrolled cement concerete	

Signature of Bidder

Note : Certificate from concerned Engineer-in-Charge should be enclosed in support and verification of the above statement.

Signed Photograph
of Applicant

To be given on Non-Judicial Stamp
Paper of Rs. 10/- only, duly attested by
Oath-Commissioner/Notary Public/Self attested

SCHEDULE - III

[Reference Clause 3(d)]

AFFIDAVIT

I/We Proprietor/Partner/ Authorized signatory of
M/s under take the oath that I/We will deploy the machinery and
equipment listed below as and when required in the execution of this work.

S. No.	Name of Machinery	Minimum Requirement	Availability	
			Owned	leased
1	Hydra 9 Tonne	01		
2	Hydra 12 Tonne	01		
3	J.C.B.	02		
4	Dumper	04		
5	Concrete Mixer 2 cum capacity	02		
6	Needle Vibrator	06		
7	Plate Vibrator	02		
8	Generator 16 KVA.	02		
9	Pump 5HP	02		

I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.

Date:

Signature of Bidder
(With seal)

Note:

The applicant has to enclosed a self attested photo identity card with the above affidavit.

SCHEDULE - IV

[Reference Clause 3(e)]

DETAILS OF MAXIMUM VALUE CIVIL ENGINEERING WORKS EXECUTED IN ANY ONE YEAR DURING THE LAST FIVE YEARS TAKING INTO

ACCOUNT THE COMPLETED AS WELL AS WORKS IN PROGRESS

[illegible]

Signature of Bidder

SCHEDULE - V

[Reference Clause 3(f)]

DETAILS OF EXISTING COMMITMENTS & ON GOING WORKS TO BE COMPLETED

[illegible]

Signature of Bidder

SCHEDULE - VI

[Reference Clause 3(g)]

DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

[illegible]

Signature of Bidder

SCHEDULE -VII

[Reference Clause 3(h)]

BID CAPACITY

Name of Bidder: - _____

1.	A = Maximum value of civil Engineering works Executed in any one year during the last five Years (Updated to present price level)	_____Lacs	Certified details enclosed at Page No. _____
2.	N = Number of years prescribed for completion of the Work for which bids are invited	0.75	
3.	B = Value, at present price level of existing Commitments and ongoing works to be Completed during the next N Period.	----- Lacs	Certified details enclosed at Page No. _____

Bid Capacity = $A \times N \times 3 - B$

= _____ Lacs

Signature of Bidder

ANNEXURE- I
(Reference clause 3 (i))



To be given on Non-Judicial Stamp
Paper of Rs. 10/- only, duly attested by
Oath-Commissioner/Notary Public/Self attested

AFFIDAVIT

I/We..... Proprietor/ Partner/ Authorized signatory of M/s
..... under take the oath that the information furnished by me/us in schedule I to
VII of the Technical Bid for : **“Development of Drainage System for Gopalpura Bypass from 200 feet bypass to
Gurjar ki Thadi under Drainage II (Phase-I), JDA, Jaipur”** is correct to the best of my/our knowledge. If any
information is found to be incorrect JDA has right to reject the Bid and to take action against me/us as per rules.

.....
Proprietor/ Partner/ Authorized signatory
M/s
.....

Note:

The applicant has to enclosed a self attested photo identity card with the above affidavit

Specified Bank Guarantee Performa

Section - 6

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

To
Secretary,
Jaipur Development Authority,
Jaipur

Sub:
Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of
_____ [Name of the Bidder] against the Security Deposit for the work of “-----
-----” (Name of work).

WHEREAS, _____ [name of Bidder with address] (**hereinafter called “the Bidder”**)
has submitted his Bid datedfor the work of “-----
-----”. (**Name of Work**) (hereinafter called “the Bid”).

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

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

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

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20____.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

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

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

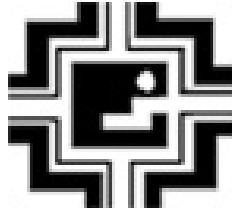
The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **ISFC code No ICICI 0006754. Bank Account No. 675401700586** on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

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



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TENDER DOCUMENTS

FINANCIAL BID **(POST QUALIFICATION)**

Envelope – 2

FOR

NAME OF WORK : Development of Drainage System for Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA, Jaipur

Period Date of Sale	FROM 15.07.2016 TO 16.08.2016
Date of receipt of the tender	UPTO 16.08.2016 upto 06.00 PM
Date of opening of Technical bid	On 22.08.2016 AT 11.00 AM (CCC-TF-309, Third Floor, CC Building, JDA, Jaipur.)
Cost of Tender	Rs. 1401.00 lacs
Completion period	09 (Nine) Months

NAME OF AGENCY -----

EXECUTIVE ENGINEER
(Drainage Project-II)
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

GENERAL DETAILS OF TENDER

1.	NIT No.	EE (DP-II)/01/2016-17 dated 01-07-2016
2.	Name of the work	Development of Drainage System for Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA, Jaipur
3.	Estimated Cost	Rs. 1401.00 Lacs
4.	Cost of the Tender Document and Processing fees Online	Rs. 1000.00 (In Favour of Secretary, JDA, Jaipur online.) Rs. 1000.00 (In Favour of M.D. RISL, Jaipur online) The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender 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.
5.	Earnest Money Online	Rs. 700500.00/-for Contractor enlisted in JDA (Online) Rs. 2802000/- for AA Class contractor enlisted in other Govt. Departments (Online) If Bidder of pay the bid security by BG. The bank guarantee should be valid for next thirteen (13) months after the date of bid opening date. A copy such bank guarantee will be required to attached with the bid submission document uploaded on E-Procurement portal of GOR.
6.	Completion Period	09 Months.
7.	Sales of Tender	FROM 15.07.2016 TO 16.08.2016
8.	Date of submission of the Tender	FROM 15.07.2016 TO 16.08.2016 upto 06.00 PM
9.	Physical BG (Bid Security) Submission Start & Closing Date	17.08.2016 from 10.00 AM to 19.08.2016 upto 03.00 PM The bank guarantee will be physically handed over the nodal officer of online tendering system on JDA i.e. D.D. (E&B) in room No. 225A Main Building JLN Marg, JDA, Jaipur.
10.	Date of opening of Technical Bid	On 22.08.2016 at 11.00 AM (CCC-TF-309, Third Floor, CC Building, JDA, Jaipur.)
11.	Date of opening of Financial bid	Success full technical bidder Will be informed later on
12.	Tender Document issued to	M/s -----

EXECUTIVE ENGINEER(Drainage Project-II)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

OFFICE OF THE JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

- 1 **Name of work** : Development of Drainage System for Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA, Jaipur
- 2 **NIB No.** : EE(DP-II)/01/2016-17
- 3 **Approximate cost** : Rs. 1401.00 Lacs
- 4 **Cost of the tender documents** : Rs. 1000.00 The Bidders are required to submitted Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fess the bid of respective bidder will be considered as non-responsive and shall be rejected.
- 5 **Bid Processing fees** : Rs. 1000/- (In favour of M.D. R.I.S.L., Jaipur through online.
- 6 **Earnest Money (in favour of Secretary, JDA, Jaipur)** : Rs. @ 2% Rs. 2802000.00/- (For AA class contractor registered in other department and @ ½ % Rs. 700500.00/- (For contractor registered in JDA) through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date.

Bid Security (Earnest money) may be submitted online or by way of bank guarantee. In case bidder opt to submit bid security through bank guarantee, the bank guarantee should valid up to 13 Months from the date of opening of the bid in prescribed format.
- 7 **Publishing date on SPPP Portal** : 15/07/2016
- 8 **Document sale/download/Bid participation amount deposit start date on JDA Portal** : 15/07/2016 at 09.30 AM Onwards
- 9 **Bid Submission Start Date on eProc Portal of GOR** : 15/07/2016 at 09.30 AM Onwards
- 10 **Document sale/download/Bid participation amount deposit End date on JDA Portal** : 16/08/2016 at 06.00 PM
- 11 **Bid Submission End Date on eProc Portal of GOR** : 16/08/2016 at 06.00 PM
- 12 **Physical BG submission Start Date** : 17/08/2016 at 10.00 AM Onwards
- 13 **Physical BG submission End Date** : 19/08/2016 at 3.00 PM
- 14 ****Date/ Time/ Place of Bid Opening** : ➤ 22/08/2016 at 11.00 AM
Room No. CCC-TF-309, Third Floor, Customer Care Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
- 15 **Completion period of work** : 09 Month

SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :

The Bidder should see the site and fully understand the condition of the site before bidding and include all lead, lifts etc. for the material in his item rate/percentage to be quoted on the rates as given 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 DEPARTMENT:

The drawing may be seen in office of the undersigned.

SCHEDULE 'C' : LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:

List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after depositing necessary cost within JDA.

SCHEDULE 'D' : TEST OF THE MATERIALS :

The test of the material and workmanship shall be conducted by the JDA staff as necessary, The result of such tests should confirm to the standard laid down in the Indian standards and or the standards laid down in the detailed specification of the Public Works Deptt, Proper quality control is required to be maintained by the contractor qualified personnel as required under the contractor enlistments rules duly approved by the Deptt. shall have to be engaged at site by the contractor. The deptt. reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

SCHEDULE 'E' : SAMPLES OF THE MATERIALS :

The samples of the material to be used by the contractor shall be deposited 7 days in advance with the Engineer In charge and be got approved by him before use.

SCHEDULE 'F' : TIME OF COMPLETION :

The work should start within 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 under the conditions of agreement and special conditions of the tender.

SCHEDULE 'G' : ATTACH SEPARATELY BASED ON BSR PWD, JAIPUR.

SCHEDULE 'H' : SPECIAL CONDITION : ATTACHED SEPARATELY.

SCHEDULE -I Cost of bid documents, Processing Fees & Bid Security Deposit.

Date of submission of Bid Cost, Bid Processing fees & EMD upto 16.08.2016 upto 6.00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in 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. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 13 months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in room No. MB-SF 225A main building, JLN Marg, JDA, Jaipur, as per specified in bid documents.

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

Annexure B : Declaration by the Bidder regarding Qualifications

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

SIGNATURE OF CONTRACTOR
with full address & Mobile No. :

EXECUTIVE ENGINEER (DP-II)
Jaipur Development Authority,
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. 6 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. 7 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. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
13. The contractor shall arrange his own Storage tanks up to 10 tones capacity for strong bulk bitumen. Wherever supplied by the department.
14. Rules regarding enlistment of contractor provide that work up to the time 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.

15. 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
16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes and royalty
18. For paver work at lest 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the etc."
24. Special Conditions of Contract regarding Defect Liability Period (DLP) for various works costing Rs. 25.00 lacs and more shall be applicable.
25. The tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. 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.
28. The bidder 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.
29. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

SIGNATURE OF CONTRACTOR
With full address & mobile

Executive Engineer (Drainage Project-II)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Special Conditions

1. Drawing and design:-All drawings and design will be made available by the department. Agency will execute the work as per detail drawings and designs provided by the department.
- 2 For quality control agency has to establish a fully equipped field quality control laboratory at site to execute all the Q.C. tests required at site.
- 3 The agency will have to do all survey works having details of levels of the existing drains and the proposed drains. It also cover the details of the all type of utilities crossing the drain/box culvert work.
4. During execution of work at site any damages take place in utility services, the same will be got restored by the agency within 24 hrs. at his own cost to avoid any inconvenience to the public. No payment will be done by the department in this regard.
- 5 Quantities shown in the "G" Schedule are approx and near to the correctness but it is subject to variation as per the approved design and site requirement.
- 6 No payment will be made for constructing suitable access routes for conveniently transporting construction material and excavated material.
- 7 No payment will be made for diversion of flow of water or pumping of water during construction.
- 8 The contractor shall at his own cost arrange to take colour photographs of size 4"x6" at various stages of the work including interesting and novel features of the works as directed by the Engineer & Supply two copies of Color photograph mounted on albums i/c soft copies & these shall be kept by Engineer in charge.
- 9 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.

Signature of Contractor
with full address & Mobile No.

Executive Engineer (DP-II)
JDA, Jaipur.

DEVELOPMENT AUTHORITY, JAIPUR

-: OTHER CONDITION :-

1. The Drain work shall be under defect liability period of the agency executing the work for 3 years after actual date of completion of work.
2. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
3. The agency shall make available all testing equipment required at plant and site along with technicians.
4. In case some agency stands as L1 in more than one work and the rate is considered to be reasonable then while computing the bid capacity the value of work (choice of work will be given by agency) will be included as liability on the part of agency for the purpose of evaluating bid capacity for the other work.
5. Third party supervision of QC shall be followed in the works.
6. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
7. Agency to take levels of road jointly with site staff of the Engineer In Charge before execution of the work at his own cost and get the final levels approved from Engineer In Charge before execution.
8. Agency shall arrange video graphing and Photography the road prior to start of work, during execution of work and after completion of the work at his own cost and submitted to JDA.
9. The Agency shall deploy Engineer & Technical staff as required at plant and site, In case of failure JDA shall engage and deduct the actual salaries from payment due.
10. Cement shall be OPC - 43 Grade as per relevant IS Code.
11. The RMC shall be procured either from such plants established by cement manufacture like ACC, J.K. Ultra Tech etc. or self established computerized RMC plant of minimum capacity of 30 cum /pr hr at agency's location.
12. Ad mixtures/ plasticizers shall be of Fosroc/Sika make or equivalent or as approved by the Engineer in charge.
13. 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.
14. DLP period of various nature of works amounting more than 25 Lacs has been revised. The time period & Conditions as per order No. D-29 dated 11.03.2016
15. निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा Online नहीं जमा कराई जावें, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नहीं की जावेगी।
16. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
17. एक यू.टी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावे।

Executive Engineer (DP-II)

JDA, Jaipur

**Signature of contractor with
Full address and E-mail.**

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

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

Table-I

S.No.	Type of work	DLP Period
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii) New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to building structure and other civil works.	5 Years
9	Electric work except maintenance	3 Years
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years

1. DRAINAGE WORKS

1.1 The Defect Liability Period (DLP) for all Drainage works including all related work shall be Three years.

Drainage 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 Drain works and removal of defect during Defect Liability Period.

1.3 The word "Drainage Works" means all new Drain Works construction, its covering work, cleaning inside and other works."

1.4 The word "Maintenance of Drain Works during Defect Liability Period" means

- (i) Routine maintenance of Drain Works including cleaning the drains, spouts etc and carriage of malba etc from the site.
- (ii) To remove the defect as & when appear in part and entire structure of Drain Works, in specified time and keeping the Drain clean & good condition. 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 Drain works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire Drain 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 Drain maintenance activities and their periodicity

S.No.	Name of Item/ Activity	Frequency of operations in one year
1	Restoration and cleaning of rain water spouts & repair of any type of damages.	Once in a year, generally before rains.
2	Cleaning of inner portion of the drains by removing the covers at regular interval and carriage and disposal of malba etc.	As and when required.
3	Insurance of proper functioning of drains including civil maintenance and desilting of drains.	As and when required.

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 IDP once in three months in case of all Drain works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those Drain sections, which are likely to be damaged during rainy season.

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

The release of SD amount shall be as following table:-

S.No.	Released SD DLP period	1 st year	2 nd year	3 rd year	5 th year
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

- At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.

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

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

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

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

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

Executive Engineer (**DP-II**)

JDA, Jaipur.

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is:- **E.C.**

The designation and address of the Second Appellate Authority is Nominated by:-**ACS/Pr.Secy. UDH.**

(1) Filing an appeal:-

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

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

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

- (2)** The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3)** If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeals not to lie in certain cases:-

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement
- (b) Provisions limiting participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of confidentiality

(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Annexure D :Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial Bids on the following basis:

- (i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

2. Procuring Entity's Right to Vary quantities.

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provide in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 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 :-Development of Drainage System For Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA Jaipur					
Contract No: NIB NO. EE(DP-II)/01/2016-17					
Bidder Name :					
<u>SCHEDULE OF WORKS</u>					
(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.	Description of work	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
			Figures	Words	
1.00	BSR Item	BoQ2	121421197.47	Rupees Twelve Crore Fourteen Lakh Twenty One Thousand One Hundred & Ninety Seven and Paise Forty Seven Only	121421197.47
2.00	Non BSR Item	BoQ3	0.00	Rupees only	0.00
Total in Figures		121421197.47			
Total in Words		Rupees Twelve Crore Fourteen Lakh Twenty One Thousand One Hundred & Ninety Seven and Paise Forty Seven Only			

Signature of Tenderer with seal

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR			
Name of work :-Development of Drainage System For Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA Jaipur			
Contract No: NIB NO. EE(DP-II)/01/2016-17			
Bidder Name:		Excess (+)	

PRINT

HELP

SCHEDULE OF WORKS

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent 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.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
	Part A (BSR Item)					
1.00	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sum on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5 m , disposed earth to be levelled and neatly dressed: All kinds of soil	51692.43	cum	109.80	Rupees One Hundred & Nine and Paise Eighty Only	5675828.81
2.00	Filling available excavated earth (excluding rock) in trenches, plinth side of foundation etc. in layers not exceeding 20 cm. in depth, consolidating each deposited layer by ramming and watering including lead up to 50 meter and with all lift.	12923.36	cum	40.50	Rupees Forty and Paise Fifty Only	523396.00
3.00	Earth, sand, lime, morrum manure or sludge					
3.10	For 5 Km.	38769.32	cum	45.90	Rupees Forty Five and Paise Ninety Only	1779511.93
4.00	P & F of Open timbering in trenches including strutting, shoring complete (measurements to be taken of the face area timbered)					
4.10	Depth exceeding 1.5 Mtr. but not exceeding 3 Mtr	31915.00	sqm	31.50	Rupees Thirty One and Paise Fifty Only	1005322.50
5.00	Dismantling of Flexible Pavements					
	Dismantling of Flexible Pavements and disposaiof dismantled materials upto a lead of 100 m,stacking serviceable and unserviceable materials separately as per MoRD Specification Clause 202					
5.10	By Manual Means					
	B) Granular Courses	143.14	cum	198.00	Rupees One Hundred & Ninety Eight Only	28341.72
5.20	By Mechanical Means					
	A) Bituminous Courses	143.14	cum	115.20	Rupees One Hundred & Fifteen and Paise Twenty Only	16489.73
6.00	Building rubbish stone metal (Grit and ballast etc.)					
6.10	For 5 Km.	143.14	cum	50.85	Rupees Fifty and Paise Eighty Five Only	7278.67
7.00	CEMENT CONCRETE (CAST-IN-SITU)					

Signature of Tenderer with seal

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR				
Name of work :-Development of Drainage System For Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA Jaipur				
Contract No: NIB NO. EE(DP-II)/01/2016-17				
Bidder Name:		Excess (+)		%

PRINT

HELP


SCHEDULE OF WORKS


(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent 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.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
7.10	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.					
	3) M15 grade Nominal Mix 1: 2: 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 40mm nominal size).	248.81	cum	2833.20	Rupees Two Thousand Eight Hundred & Thirty Three and Paise Twenty Only	704936.99
	4) M10 grade Nominal Mix 1: 3: 6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size).	3785.07	cum	2398.50	Rupees Two Thousand Three Hundred & Ninety Eight and Paise Fifty Only	9078490.40
8.00	CAST-IN-SITU CONCRETE					
8.10	Providing and laying in position Ready mix concrete manufactured in fully automatic Batching Plant and transported to site in transit mixer for having continous agitated mixer, manufactured as per approved mix design of specified grade of RCC work including pumping of R.M.C. from transit mixer to site of laying , exculding the cost of centering, shuttering and reinforcement with all lead and lift including cost of admixtures in recommended portion as per IS 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer in charge . All works upto floor V floor M20 grade Design Mix by using min 400 Kg of cement per cum of concrete	7151.08	cum	3902.40	Rupees Three Thousand Nine Hundred & Two and Paise Forty Only	27906374.59
8.20	Add extra for providing richer mixes respectively at all floor levels					
	2) Providing M-30 grade concrete by using min 420 kg of cement per cum instead of M-20 grade design mix.	7151.08	cum	103.50	Rupees One Hundred & Three and Paise Fifty Only	740136.78
9.00	FORMK WORK					
9.10	Centering and Shuttering with plywood or steel sheets including strutting, propping bracing both ways and removal of formwork for foundation , footings, strap beam, raft , bases of columns etc.	2644.00	sqm	99.00	Rupees Ninety Nine Only	261756.00
9.20	Centering & shuttering with plywood or steel sheets including strutting, propping bracing both ways with steel props and removal of formwork for upto floor five level for :					

Signature of Tenderer with seal

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR			
Name of work :-Development of Drainage System For Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA Jaipur			
Contract No: NIB NO. EE(DP-II)/01/2016-17			
Bidder Name:		Excess (+)	%


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SCHEDULE OF WORKS

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Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
	1) Walls (any thickness) including attached pilasters, buttresses plinth and string course.	30596.00	sqm	180.90	Rupees One Hundred & Eighty and Paise Ninety Only	5534816.40
	2) Suspended floors, roofs, landings, staircases, balconies, girders, cantilevers, bands, coping bed plates, anchor blocks, sills, chhajjas, lintel, beam, plinth beam etc.	7998.00	sqm	212.40	Rupees Two Hundred & Twelve and Paise Forty Only	1698775.20
10.00	STEEL REINFORCEMENT					
10.10	Providing and fabricating reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding (including cost of binding wire) all complete up to floor five level.					
	3) Thermo-mechanically Treated bars (Conforming of relevent IS code)	622500.00	Kg	62.10	Rupees Sixty Two and Paise Ten Only	38657250.00
11.00	Providing and Laying Reinforced Cement Concre Pipe NP3 as per design in Single Row. Providing and laying reinforced cement concrete pipe NP3 for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets Clause 1106. Providing and laying reinforced cement concrete					
11.10	300 mm dia	1350.00	R.Mt r.	526.50	Rupees Five Hundred & Twenty Six and Paise Fifty Only	710775.00
12.00	Providing and laying Precast reinforced cement concrete Box culvert section of M-40 grade designed for 'AA' class loading as per IRC specifications including to effect of impact, EQ etc. complete on form base of 200mm thick lean concrete of M-10 grade with aggregate of size 40mm nominal of following internal size the work includes required safety measures construction of drain for diversion of flowing water cost of design of RCC Precast Box and its proof checking from IIT/MNIT Jaipur complete in all respect as per specifications					
12.10	Size 1.50 M x 1.50 M	112.50	R.Mt r.	27673.00	Rupees Twenty Seven Thousand Six Hundred & Seventy Three Only	3113212.50

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Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
12.20	Size 1.00 M x 1.00 M	125.00	R.Mt r.	15457.00	Rupees Fifteen Thousand Four Hundred & Fifty Seven Only	1932125.00
12.30	Size 1.50 M x 1.00 M	65.00	R.Mt r.	22806.00	Rupees Twenty Two Thousand Eight Hundred & Six Only	1482390.00
13.00	Bedding for Pipe					
13.10	Type B (First Class) Bedding Laying (First Class) bedding on well compacted sand, moorum or approved ranular material as per Clause 1105 (ii) Filling in foundation trenches as per drawing and MoRD specification Cluase 305.3.9					
	i) Sand filling	5146.72	cum	585.00	Rupees Five Hundred & Eighty Five Only	3010832.96
14.00	Providing and Laying Reinforced Cement Concrete Pipe NP4 as per design in Single Row Providing and laying reinforced cement concrete pipe NP4 for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets Clause 1106.					
14.10	1000 mm dia	2790.00	R.Mt r.	4230.00	Rupees Four Thousand Two Hundred & Thirty Only	11801700.00
15.00	Providing and fixing of Reinforced Ferro cement Drain cover designed for class "AA" loading duly marked on cover with adequate steel reinforcement having thickness 75 mm to 150 mm anti- corrosive bitumen painted M.S. plate Rim and on M.S. lifting hooks admixture like plasticizer bond improving compound shrinkage resistance compound abrasion resistant complete as per approved design etc.					
15.10	for drain Opeining Size 701 to 1200 mm Standard Drain Cover Size 1500mm x 600mm x 125mm	585.00	sqm	2011.50	Rupees Two Thousand & Eleven and Paise Fifty Only	1176727.50
15.20	for drain Opeining Size 1201 to 1500 mm Standard Drain Cover Size 2100mm x 500mm x 150mm	336.00	sqm	2871.00	Rupees Two Thousand Eight Hundred & Seventy One Only	964656.00

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Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
15.30	for drain Opeining Size 451 to 700 mm Standard Drain Cover Size 1000mm x 800mm x 100mm	160.00	sqm	1579.50	Rupees One Thousand Five Hundred & Seventy Nine and Paise Fifty Only	252720.00
16.00	P & P Precast dense cement concrete (Vibro-pressed) drain section block of different size as per approved drawing and design and strength as per IS code:2185 Part-I of grade 'D' (5.00mm) proper quality of additive/admixture like plasticizer etc. added to produce high quality and durable drain section blocks of "L" shape "U" shape etc. as per approved design and drawing complete with fixing and jointing in C.M. 1:4 in proper grade and level complete in all respect including earth work and disposal of surplus earth within 0.5 Km lead .					
16.10	Up to 115mm thick	5181.10	Per Sqm	648.00	Rupees Six Hundred & Forty Eight Only	3357352.80
Total Estimated Cost in Figures						121421197.47
Quoted Amount					121421197.47	121421197.00
Quoted Rate in Words				Rupees Twelve Crore Fourteen Lakh Twenty One Thousand One Hundred & Ninety Seven Only		

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Tender Inviting Authority : JAIPUR DEVELOPMENT AUTHORITY, JAIPUR	
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Sl. No.	Description of work	No.or Qty.	Unit	Estimate d Rate (in. Rs.)	RATE In Figures To be entered by the Bidder		AMOUN T Rs. P
					Rs.	P	
	Part B (Non BSR Item)				Figures	Words	
1.00	Providing and Laying Reinforced Cement Concre Pipe NP4 as per design in Single Row. Providing and laying reinforced cement oncrete pipe NP4 for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets Clause 1106. 1600 mm Diameter	2000.00	R.Mtr.	0.00		Rupees only	0.00
2.00	Providing baricading along one side of drain construction work comprising of vertically ballies having length 2.0 to 2.5 m & in dia 75 to 100 mm fixed 1.5 to 2.0 m above ground level & at interval of 1.5m c/c & fixed along with row of G.I. sheet of width 0.9 to 1.0 m painted with enamel paint & having 50 mm red reflective tape on edge of sheet as directed by Engineer incharge.	4000.00	mtr	0.00		Rupees only	0.00
3.00	Providing & laying Precast reinforced cement concrete Pipe NP-3 catch basin design for 'AA' class loading complete as per drawing & specifications with internal dia of 600 mm & internal height of 900 mm including earth work, 150 mm thick lean concrete of M-10 grade (1:3:6) with aggregate of size 20 mm nominal size complete in all respect on per design with hole of 300 mm dia for outlet pipe.	500.00	Nos.	0.00		Rupees only	0.00

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Contract No: NIB NO. EE(DP-II)/01/2016-17							
Bidder Name :							
<p align="center"><u>SCHEDULE OF WORKS</u></p> <p align="center">(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>							
Sl. No.	Description of work	No.or Qty.	Unit	Estimate d Rate (in. Rs.)	RATE In Figures To be entered by the Bidder		AMOUN T Rs. P
					Figures	Words	
4.00	Providing& fixing of reinforced Ferro cement perforated catch basin cover designed for class 'AA' loading only marked on cover with adequate steel reinforcement having thickness 150 mm anti corrosive bitumen painted M.s plate Rim& on M.S lifting hooks admixture like plasticizer bone improving compound shrinkage resistant compound abrasion resistant complete as per approval design from MNIT etc complete for all sizes.	141.30	Nos.	0.00		Rupees only	0.00
Total in Figures		0.00					
Total in Words		Rupees only					



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