# जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल, जे.एल.एन. मार्ग, जयपुर

क्रमांक / जविप्रा / अधि.अभि.(रिंग रोड़-प्रथम) / 2016-17 / डी-33 7

दिनांकः 07-/2-/6

# बिड आमंत्रण सूचना

बिड संख्या- अधि.अभि.(रिंग रोड़-प्रथम)/02/2016-17

प्राधिकरण रिंग रोड परियोजना–प्रथम जोन-9.10 विकास "Construction of PMC & Seal Coat Roads in Lakshya Vihar Scheme adjoining to Ring Road Project Zone-10A, JDA, Jaipur" कार्य के लिए दिनांक 05.01.2017 सायंकाल 6:00 बजे तक ऑन लाईन निविदा आमंत्रित की जाती हैं। विस्तृत विवरण, जो कि निविदा प्रपत्र में उपलब्ध है, के के कार्यालय में अथवा राजस्थान सरकार उपापन अद्योहस्ताक्षरकर्ता www.sppp.raj.nic.in व www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाईट 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 वेबसाईट 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 ऑनलाईन अथवा बैंक गारन्टी के द्वारा दी जा सकती है।

2. ऑन लाईन निविदा में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशाषी अभियन्ता (रिंग रोड़—प्रथम)

जविप्रा, जयपुर।

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### JAIPUR DEVELOPMENT AUTHORITY

New Building Basement, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur **-** 302 004 Telephone: +91-141-2569696 e.mail: <u>ee.rrp1@jaipurjda.org</u>

No:- JDA/EE/RRP-I/UID: /137693/2016-17/D- 337

Dated: 07-12-16

### NOTICE INVITING BID

NIB No.: EE(RRP-I)/02/2016-17

Online Bids are invited up-to 6.00 PM of 05/01/17 for "Construction of PMC & Seal Coat Roads in Lakshya Vihar Scheme adjoining to Ring Road Project Zone-10A, JDA, Jaipur" estimated cost of Rs. 9509500.00. The last date for applying Bid and making online payment on JDA portal is up to 6.00 PM and 05.01.2017. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in for participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only.

2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

(Avinash Sharma) Executive Engineer (RRP-I)

JDA, Jaipur

# JAIPUR DEVELOPMENT AUTHORITY

New Building Basement, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 e.mail: <u>ee.rrp1@jaipurjda.org</u>

Bid No:- JDA/EE/RRP-I/2016-17/010:-1137693/D-337

Dated: 07-12-16

# NOTICE INVITING BID

NIB No.: EE(RRP-I)/02/2016-17

Name & Address of the Procuring Entity	<ul> <li>Name: Executive Engineer (RRP-I), Jaipur Development         Authority</li> <li>Address: New Building Basement, Ram Kishore Vyas Bhavan,         Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004         (Rajasthan)</li> <li>Email: ee.rrp1@jaipurjda.org</li> </ul>
Subject Matter of Procurement	Construction of PMC & Seal Coat Roads in Lakshya Vihar Scheme adjoining to Ring Road Project Zone-10A, JDA, Jaipur.
Bid Procedure	➤ Single Bid open competitive E-bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Bid Evaluation Criteria (Selection Method)	➤L1 (eg.Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: <a href="www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> , <a href="www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>
Website for online Bid application participation and payment *	<ul> <li>➤ Website: www.jda.urban.rajasthan.gov.in</li> <li>➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only.</li> <li>○ Bidding document fee: Rs. 500/- Rupees (Five Hundred only)</li> <li>○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only)</li> <li>Requisite Bid Security Deposit</li> </ul>
Estimated Procurement Cost	➤ INR 9509500/- (Rupees Ninety Five Lacs Nine Thousand Five Hundred only)
₽d Security Deposit	<ul> <li>➤ Amount (INR): *2% (Rs.190190.00) of Estimated Procurement Cost, 0.5% (Rs. 47548.00) of S.S.I. of Rajasthan, 1% (Rs.95095.00) for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction.</li> <li>(* 2% for Bidder who is A and AA class contractor registered in other Government Department / 0.5% for Bidder registered as contractor AA, A, B, C in JDA)</li> <li>➤ Micro Small Medium Enterprise Situated in Rajasthan Tender Fee 50%, EMD Value 0.5%</li> <li>➤ In case of Departments' of the State Government and Undertakings, Corporations , Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security</li> </ul>
Date/Time/Place of Pre-Bid	<ul> <li>N/A</li> <li>Last date of submitting clarifications requests by the bidder </li> <li>Date and Time&gt; addressed to the procurement entity at </li> <li>Address of Procurement entity.</li> </ul>
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 16.12.2016 at 10.00 AM onwards ➤ End Date: 05.01.2017 at 6.00 PM ➤ In case EMD in form BG original Bank Guarantee is to be submitted in Room No. 227A (Room No. of DD (E&B) of Main

	Building, Jaipur Development Authority by 11.01.2017 upto 6.00 PM.
Bid submission on e- procurement Portal of GOR (www.eproc.rajasthan.gov.in)	> Start Date: 16.012.2016 at 9.30 AM onwards > End Date: 05.01.2017 at 6.00 PM
Date/ Time/ Place of Technical Bid opening	<ul> <li>12.01.2017 at 3.00 PM</li> <li>CCC-TF-309, Third Floor, Citizen Care Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur-302004 (Rajasthan)</li> </ul>
Date/ Time/place of Financial Bid opening	>N/A
Bid Validity	▶ 120 days from the bid submission deadline.

Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bib Security), Tender Fee and RISL processing fee online through JDA portal. The bid security options available in tender for participants are as mentioned below:-

There should be a gap of 3 working days BETWEEN End Date of Bid Applying Online Payment & Bid submission and Bid Opening date.

### Note:

1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.

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.

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) bidders must DSC. Also, new not procure 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. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further

details about the e-Tendering process. 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, Yojana Bhawan, Tilak Marg, C-

Scheme, Jaipur

The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.

No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.

9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided

therein are intended only to help the bidders to prepare a logical bid-proposal. 10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

(Avinash Sharma) 2016 Executive Engineer (RRP-I)

JDA, Jaipur

### Process for Participation & Depositing Payment Online

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

### To participate in the bid, bidder has to be:

- 1. Registered on JDA website <a href="www.jaipurjda.org">www.jaipurjda.org</a>(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.
- 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 whiling 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

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

## Jaipur Development Authority

**Bid Participation Receipt** 

Date & Time: 09/06/2015 05:13 PM

**Bid Detail** 

Bid Id :

6215152001

Procurement Entity: XXXXXXXXXXXXXX

Bid Title: Testing

Bid Value: 300000

Bid Opening Place :

Manthan Hall, Jaipur

**Development Authority** 

Bidder Detail

Name of Entity:

Registration Type:

Payment Mode:

XXXXXXXXXXX

456123789

Mobile: 9829012345

Individual Instrument Amount: 32500.00

Online/UTR

Payment Channel : Payment Gateway/ICICI Branch - JDA

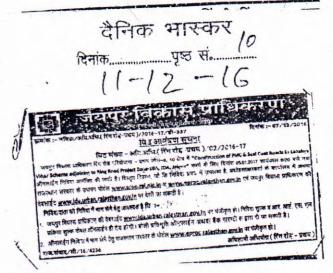
17-06-2015 Instrument Date:

Instrument No: **Dates Detail** 

Sr. No.	Event Name	Event Date
1	Publishing Date	01/06/2015 01:00 PM
2	Bid Opening Date	01/07/2015 03:00 PM

Specific Instrument Detail for eProc Rajasthan

Instrument Type: DD					
Instrument Number	Head Name	Amount	Date		
10000	Tender Fee	400.00	05/06/2015		
10001	RISL Processing Fee	1000.00	05/06/2015		
10002	Bid Security Deposit	30,000.00	05/06/2015		



प्रमाचार जगत ८-दिनांक पुष्ठ संस्था 11-12-16

करिया, अभिकारित (मिए पेर-क्षण) /2016 मो / बी-237 हिन्दी करिया, अभिकारित (मिए पेर-क्षण) /2016 मो / बी-237 हिन्दी कि असरित (मेर-क्षण) /2016 मो / बी-237 हिन्दी कि असरित (मेर-क्षण) /2016 मो / बी-237 हिन्दी कि असरित (मेर-क्षण) / बाग मेर-क्षण / यान (मेर-क्षण) /22 /2016-17 क्षणार प्राचित्रकर शिए केवल शिल्पकर विकार केता है कि प्रत्या कर के हिए दिनांक वात उठा र क्षणार असरित के जाति है स्थानित कि स्थानित कर केता है । स्थानित क्षण मेर-क्षण के उत्तरिकरणार केता है । स्थानित क्षण मेर-क्षण के उत्तरिकरणार केता है । स्थानित क्षण मेर-क्षण के उत्तरिकरणार केता है । स्थानित क्षण मार-क्षण के प्रत्या स्थानित क्षण मार-क्षण केता है ।

The Martin Committee of the

### JAIPUR DEVELOPMENT AUTHORITY, JAIPUR SCHEDULE AND SPECIFICATIONS

### NAME OF WORK:-CONSTRUCTION OF PMC & SEAL COAT ROADS IN LAKSHYA VIHAR SCHEME ADJOINING TO RING RAOD PROJECT, ZONE-10A, JDA, **JAIPUR**

1. NIB No. NIB No-EE(RRP-I)/02/2016-17 Dated 07.12.2016

Rs. 95,09,500.00 2. Approximate cost

Rs.500/- The Bidders are required to submit Bid 3. Cost of the bid document(Online)

security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tenderportal. 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.

Rs. 1000/-(In favour of M.D. R.I.S.L, Jaipur) **Bid Processing Fees (Online)** 4.

5. **Bid Security Deposit** @ 2% Rs. 1,90,190.00/-(For A & AA class contractor

registered in other department) and (In favour of Secretary, JDA,

@ 0.5% Rs. 47,548.00/-(For C, B, A & AA class Jaipur) (Online) Contractor registered in JDA) through online payment after registering with JDA on www.jaipurjda.org/e-

services/e-tenderportal.

1% (Rs.95,095.00) for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &

Financial Reconstruction.

There should be a gap 3 working days between End date for Bid Applying, Online payment & Bid Submission

and Bid Opening date

Start Date: 16.12.2016 from 10:00 AM onwards 6. Start/ End Date for Bid Applying,

Online **Payment** and Bid End Date: 05.01.2017 up to 6:00 PM

Submission

7. Start/ End Date and Place for Start Date: 16.12.2016 from 10:00 AM onwards

**Physical** Bank Guarantee End Date: 11.01.2017 up to 6:00 PM

Place: Office of D.D. (E&B), Room No. MB-SF-227A, Submission for bid security (If bidder opts to pay through BG)

Main Building, Jaipur Development Authority, JLN

Marg, Jaipur

8. Date/ Time/ Place of Bid Opening : 12.01.2017 at 3:00 PM in Room No. CCC-TF-309, Third

> Floor, Citizen Care Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur-

302004 (Rajasthan)

9. : 12 Months **Completion period of work** 

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

The Tenderer should see the site and fully understand the conditions of the site before tendering and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates give in the Schedule 'G'. The work shall be carried out in accordance with the MORTH/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.

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

### **SCHEDULE - D: TEST OF THE MATERIALS:**

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard MORTH/PWD detailed specification. Qualified personnel as required under the contractor enlistment 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 sample of the materials to be used by the contractor shall be deposited 15days In advance with the Engineer In charge and be got approval by him before use.

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

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

SCHEDULE - G: ATTACHED SEPARATELY BASED ON JDA BSR (BUILDING)-2016, JDA BSR (ROAD WORKS)-2016

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

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

**EXECUTIVE ENGINEER-RRP-I JDA, Jaipur.** 

Signature of the Contractor With full Address, Mob No, Landline No & E-mail address

#### **SPECIAL CONDITIONS**

#### SCHEDULE 'H'

- 01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. This 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 rates given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
- 03. The contractor shall follow the contractor lab our regulation and abolition Act 1970 & Rule 1971.
- 04. The JDA shall have right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
- 05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 06. Whenever any claim against the contract 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.
- 07. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
- 08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3 para 36) and subsequent modification.
- 09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
- 10. All transaction in the 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 rates, 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 and fails to furnish performance guarantee 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 from participating in tendering in JDA for Six Months in addition to forfeiture of Earnest Money/Security Deposit/Performance Guarantee 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 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
- 14. Rules regarding enlistment of contractors provide that work up to the time five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
- 15. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing failing which, such material shall

- be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
- 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 royalty.
- 18. For paver work at least 3 road rollers shall be simultaneously deployed.
- 19. Bitumen for tack coat or any other purposes shall be applied only 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 act."
- 24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable
- 25. The 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 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.
- 29. All the provisions of THE RAJASTHAN TRANPARENCY 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 TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

Executive Engineer –RRP-I JDA, Jaipur.

Signature of the Contractor With full Address, Mob No, Landline No & E-mail address

# SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP)

As per the decision taken in the 201<sup>st</sup> meeting of Executive Committee held on 23.02.2016 w.r.t. agenda no. 201:22, DLP period of various natures of works amounting more than Rs. 25 lakhs has been revised as per following time periods based on nature of works.

This order will supersede the earlier orders issued in this regard i.e. order No. JDA/TA to D(E)/2010-11/D-317 dated 28.04.2011 including Special Condition No. 2.2.2 & 2.2.3 of Annexure-I related to SD refund & forfeiture (other Special Condition of annexure-I of this order will remain valid) and order No. JDA/Ex.En.(Pr.-5 & TA)/2013/D-43 dated 27.02.2013 and also all pertaining orders, in contract agreements or in PWF&AR having DLP period different than what is being enforced through this present order for concerned type of work.

Table-I

S.No.	Type of work	DLP Period as per approved in	Amount of Work as	
		E.C. held on 23.02.2016	per T.S.	
1.	PMC & Seal Coat Roads	3 Years	Rs 8990695.96	
2	Toe wall for protection of	3 Years	Rs 518729.06	
	road in high embankment (i.e.			
	Compound Wall)			

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

Table-II

S. No.	DLP Period	1 Year	2 Years	3 Years
1.	Upto 1 year	100%	40%	20%
2.	Upto 2 year		60%	20%
3.	Upto 3 year			60%

Various condition for managing DLP are as under :-

- (i) At the time of completion of work, final component shall be worked out for each individual item (as per different categories in Table-I), DLP shall be operative based upon type of individual item
- (ii) If any work, amount is less than Rs. 25 lacs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual items.
- (iii) Similarly if any work is more than Rs. 25 lacs but after finalization amount or work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is late.
- (iv) 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.
- (v) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vi) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En. & TA to DE-I/2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRULAR 2006/D-115 dated 04.05.2006 Point no. 3.
- (vii) In case JDA feels to take up work on any existing DLP road due to any reason, 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

Table-III

% Recovery on withdrawal of	1 Year	2 Year	3 Year
DLP of work order			
DLP period			
1 Year	1.12	-	-
2 Year	2.55	1.43	-
3 Year	4.38	3.26	1.83

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.
- (viii)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.

This order shall come in force with immediate effect and will be applicable on all new works whose NIB is to be called.

Signature of contractor with Full address

Executive Engineer (RRP-I) 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 anti- competitive behavior to impair the transparency, fairness and progress of the procurement process.
- (d) Not misuse any information shared between the procuring entity and the bidders with 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 transaction 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 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 a bidding process of, including but not limited to:
  - a. Have controlling partners/ shareholders in common, or
  - b. Receive or have received any direct or indirect subsidy from any of them, or
  - c. Have the same legal representative for purposes of the Bid, or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the procuring entity regarding the bidding process. Or
  - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid, or.
  - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, works or services that are the subject of the Bid
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer in charge/ Consultant for the contract.

# Annexure B: Declaration by the Bidder regarding Qualifications:-

## **Declaration by the Bidder**

In relation to my/ our Bid submitted to for procurement of
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 Entity:
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 proceeding for any of the foregoing reasons:
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence
related to my/our professional conduct or the making of false statements or misrepresentations as
to my/our qualifications to enter into a procurement contract within a period of three years
preceding the commencement of this procurement process, or not have been otherwise
disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document,
which materially affects fair competition;
Date: Signature of bidder
Place: Name:
Designation:

Address:

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

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

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

### (1) Filling 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 with in 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 endeavor 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) Appeal 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 Appeal:

- (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 there or 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:

- 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 pric, 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
- 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 Document 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 Document. 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 in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25 % of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or other wise and the extra cost incurred shall be recovered from the supplier.

# 3. <u>Dividing quantities among more than one Bidder at the time of award (In case of Procurement of Goods)</u>

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

# [See rule 83]

# Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appea	l No	Of			
Before	the	(First/ Second Appellate Authority)			
1.	Particu	ulars 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				
	officer/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 whi	ich the appellant is aggrieved:			
4.	If the Appellant proposes to be represented by a representative, the name and posta				
	addres	s of the representative:			
5.	Numb	er of affidavits and documents enclosed with the appeal:			
6.	Groun	ds of appeal:			
	(Suppo	orted by an affidavit)			
7.	Prayer				
Place .					
Date					

**Appellant's Signature** 

### **Bank Guarantee Performa for Bid Security Deposit**

Form of (Bank Guarantee) – Encashable at branch of the bank in Jaipur City

То
Secretary,
Jaipur Development Authority,
Jaipur
Sub:
Bank Guarantee no
OF PMC & SEAL COAT ROADS IN LAKSHYA VIHAR SCHEME ADJOINING TO RING RAOD PROJECT, ZONE-10A, JDA, JAIPUR".
WHEREAS,
KNOW ALL PEOPLE by these presents that we
That on demand of JDA, this Bank Guarantee is en-cashable 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 60 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 extensions(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 IFSC code no ICIC0006754, Bank Account no. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date	.Signature of the Bank
With	G1
witness	Seal
(Signature, Name and Address)	

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

### Percentage BoQ

Tender Inviting Authority: Jaipur Development Authority, Jaipur

Name of Work: Construction of PMC & Seal Coat Roads in Lakshya Vihar Scheme adjoining to Ring Road Project Zone-10A, JDA, Jaipur

Contract No: EE (RRP-I)/02/2016-17

### Bidder Name

### PRICE SCHEDULE

NUMBER#	TEXT #	NUMBER #	TEXT #	NUMBER	e and Values only )  NUMBER #	TEXT #
SI. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Construction of Embankment with Material Obtained from Borrow Pits				- 33	33
1.01	Construction of embankment with approved material obtained from borrow pits with transporting to site, spreading, grading to required slope and compacting to meet requirement of Tables 300.1 and 300.2 with all lead & lift as per MoRD Specification Clause 301.5	1162.460	Cum	118.35	137577.14	INR One Lakh Thirty Seven Thousand Five Hundred & Seventy Seven and Paise Fourteen Only
2	Granular sub-base/base/surface course with local materials (Table 400.13) by mix in place method normal Construction of granular sub-base by providing local material spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at once and compacting with smooth wheel roller to achieve the desired density complete as per Clause 401.4 as per MoRD Specification Clause 408. Using naturally occuring gravel	1764.400	Cum	360.00	635184.00	INR Six Lakh Thirty Five Thousand One Hundred & Eighty Four Only
3	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well preparedsub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and MoRD Specification Clause 406. By Mechanical Means with all lead	4271.562	Cum	1071.00		INR Forty Five Lakh Seventy Four Thousand Eight Hundred & Forty Two and Paise Ninety Only
4	Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per MoRD	18392.500	Sqm	31.50	579363.75	INR Five Lakh Seventy Nine Thousand Three Hundred & Sixty Three and Paise Seventy Five Only
5	Specification Clause 502 Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom as per MoRD Specification Clause 503.	18392.500	Sqm	10.80	198639.00	INR One Lakh Ninety Eight Thousand Six Hundred & Thirty Nine Only
6	Providing, laying and rolling of open-graded premix carpet of 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates either using penetration grade bitumen or emulsion to required line, grade and level to serve as wearing course on a previously prepared base, including mixing in a suitable plant, laying and rolling with a three wheel 80-100 kN static roller capacity, finished to required level and grades to be followed by seal coat of either Type A or Type B or Type C as per MoRD Specification Clause 508.  By Mechanical Means Bitumen (VG-30)	790.918	MT	2722.50	2153274.26	INR Twenty One Lakh Fifty Three Thousand Two Hundred & Seventy Four and Paise Twenty Five Only
7	Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using Type A, Type B and Type C as per MoRD Specification Clause 510.  By Mechanical Means Type B Bitumen (VG-30)	18393.150	Sqm	38.70	711814.91	INR Seven Lakh Eleven Thousand Eight Hundred & Fourteen and Paise Ninety One Only
8	Estumen (VG-30) Earth work in excavation by mechanical means (Hydraulic Excavator )/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sum on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 meter. All kinds of soils	193.200	Cum	111.60	21561.12	INR Twenty One Thousand Five Hundred & Sixty One and Paise Twelve Only

9	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. 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size).	41.400	Cum	2058.30		INR Eighty Five Thousand Two Hundred & Thirteen and Paise Sixty Two Only
10	Random Rubble stone masonry for with hard stone in foundation and plinth in Cement Sand mortar above 30 CM thick wall in: Cement Mortar 1:6 (1-Cement: 6-Sand).	207.000	Cum	1770.30		INR Three Lakh Sixty Six Thousand Four Hundred & Fifty Two and Paise Ten Only
11	P&F rigid PVC Pipe (IS:4985 mark) class II/ (4 Kg. /Cm2.) approved quality /make including joining the pipe with solvent cement rubber ring and lubricant 110mm dia	69.000	Rmt	156.60		INR Ten Thousand Eight Hundred & Five and Paise Forty Only
12	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.					
12.1	1: 2: 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size).	5.175	cum	2882.70		INR Fourteen Thousand Nine Hundred & Seventeen and Paise Ninety Seven Only
13	Pointing on stone masonry in cement sand mortar 1:3 (1cement : 3 sand) : Raised and cut pointing.	149.500	Sqm	132.30		INR Nineteen Thousand Seven Hundred & Seventy Eight and Paise Eighty Five Only
Total in Fig	ures				9509425.02	INR Ninety Five Lakh Nine Thousand Four Hundred & Twenty Five and Paise Two Only
Quoted Rate in Figures			Select		0.0000	INR Zero Only
Quoted Rate in Words		INR Zero Only				