

**JAIPUR DEVELOPMENT AUTHORITY JAIPUR**  
**TENDER DOCUMENT**  
**(TECHNICAL BID)**

**FOR**

**Name of work:- CONSTRUCTION WORK OF DRAIN AND FOOTPATH FOR  
PROPOSED ROB AT LC-200 BASSI, JDA, JAIPUR**

Period of Online Sale : 10.10.2015 to 25.10.2017 upto 6.00 PM

Date of Online submission of the bid : 10.10.2017 to 25.10.2017 upto 6.00 PM

Date of opening of technical bid : 30.10.2017 at 11.00.AM In the Room No.  
CCC-TF-309, Third Floor, CCC Building,  
Ram Kishore Vyas Bhavan, Indira Circle,  
JawaharLal Nehru Marg, Jaipur 302004  
(Rajasthan).

Date of opening of financial bid : To be decided after technical bid.

Cost of Tender : Rs. 1000/-

Completion period : 6 Months

Name of Agency M/s : .....

**Executive Engineer- ROB RUB-IV  
JDA, Jaipur.**

# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

## SCHEDULE AND SPECIFICATIONS

**Name of Work : CONSTRUCTION WORK OF DRAIN AND FOOTPATH FOR  
PROPOSED ROB AT LC-200 BASSI, JDA, JAIPUR**

1.	NIB No.	:	EE-ROB-RUB-IV/2017-18/
2.	Approximate cost	:	Rs. 405.00 Lacs
3.	Cost of the bid document	:	Rs 1,000/- ( On line) The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on <a href="http://www.jda.urban.rajasthan.gov.in/e-services/e-tender">www.jda.urban.rajasthan.gov.in/e-services/e-tender</a> portal. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.
4.	Bid Processing fees	:	Rs. 1000/- (In favour of M.D. R.I.S.L., Jaipur.) On line only.
5.	Earnest Money (In favour of of Secretary, JDA, Jaipur.)	:	@ 2% Rs. 8,10,000.00 (For A & AA class contractor registered in other department) and @ ½% 2,02,500.00 (For Contractor registered in JDA) through online payment or Bank Guarantee after registering with JDA on <a href="http://www.jda.urban.rajasthan.gov.in/e-services/e-tender">www.jda.urban.rajasthan.gov.in/e-services/e-tender</a> portal. 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 06 Months from the date of opening of the bid in prescribed format.
6.	Sale of bid document Online	:	10.10.2017 to 25.10.2017 upto 6.00 PM
7.	Date & Time of receiving tender Online	:	10.10.2017 to 25.10.2017 upto 6.00 PM
8.	Date of submission of Bid Cost, Process Cost & Bid Security Online	:	10.10.2017 to 25.10.2017 upto 6.00 PM through online payment after registering with JDA on <a href="http://www.jda.urban.rajasthan.gov.in/e-services/e-tender">www.jda.urban.rajasthan.gov.in/e-services/e-tender</a> portal.
9.	Physical BG (Bid Security) Submission Start & Closing Date	:	26.10.2017 to 27.10.2017 upto 5.00PM to DD E&B, Room No. 215N Extension Building, JLN Marg, JDA, Jaipur
10.	Date of opening of Technical Bid.	:	30.10.2017 at 11.00 AM in Room No. CCC-TF-309, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)
11.	Completion period of work	:	06 Months

### 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 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 deposition necessary cost with JDA.

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

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard & or the standards laid down in the detailed specification of the Public by the contractor 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 JDA reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

**SCHEDULE – E: SAMPLES OF THE MATERIALS:**

The sample of the materials to be used by the contractor shall be deposited 15 days in advance with the Engineer in charge and be got 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 times limits.

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

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

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

Annexure-3 : Special Provision of the work plan- Qualification criteria and methodology of roads category - I&II.

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

Date of submission of Bid Cost, Process Cost & EMD from 10.10.2017 to 25.10.2017 upto 6.00 PM through online payment after registering with JDA on [www.jda.urban.rajasthan.gov.in/e-services/e-tender](http://www.jda.urban.rajasthan.gov.in/e-services/e-tender) portal. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 06 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 up to prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in Room No. 215N Extension Building, JLN Marg, JDA, Jaipur, as per specified in bid documents.

Signature of the Contractor  
With full Address

**Executive Engineer-ROB-RUB-IV**  
**JDA, Jaipur.**

## SPECIAL CONDITIONS

### SCHEDULE 'H'

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

17. The rates provided in bid documents are inclusive of all Taxes royalty. Including GST as applicable. Bidder is bound to comply the provision of GST act.
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 Bidder at his own cost.
21. Undersigned has full right to reject any or all bids without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
- 24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Various works costing Rs. 25.00 lacs and more shall be applicable.**
25. The bidders are required to submit copy of their enlistment as bidder.
26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
27. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
28. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty of Rs. 5000/- 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 Bidder  
with full address & Mobile No.**

**Executive Engineer- ROB-RUB-IV,  
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- ROB-RUB-IV**  
**JDA, Jaipur.**

# **JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

## **ADDITIONAL SPECIAL CONDITION:-**

1. The Drain work shall be under defect liability period of the agency executing the work as per DLP special conditions 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. As per the decision in 183<sup>rd</sup> meeting of executive committee held on 23.09.2013 the following condition will be included in the format of each and every Bank Guarantee to be received.

“The amount covered under the above Bank Guarantee shall automatically be credited in the accounts of JDA in ICICI Bank, JDA, and Campus through IFSC Code No. ICICI006754 Bank Account No. 675401700518 on the date of expiry date or produce NOC from JDA in written for its release.”

**Executive Engineer- ROB-RUB-IV  
JDA, Jaipur**

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

**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.En. for recording the inspection details of works in his jurisdiction under defect liability period.

### 2.2 Conditions regarding Security Deposit

#### 2.2.1 Security for DLP-

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

#### 2.2.2 Refund of SD –

The Security Deposit will be release in the following stages after satisfactory performance certificate issued by Engineer-In-Charge :-

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

#### 2.2.3 Forfeiture of SD

In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 5 days time reckoned from the date of issue of notice to rectify the defects. In case the

contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

#### 2.2.3 Force Majeure

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

**Signature of Contractor  
Drainage  
With Full Address**

**Executive Engineer-  
JDA, Jaipur.**

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

**1. ROAD WORKS**

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

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

**Table-I**

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

## 1.7 (b) The routine maintenance activities and their periodicity

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not)	As and when required.
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting <b><u>once in every one and half years.</u></b>
6	Road Marking, Kerb Stone/Dand. (If done by the same Road agency)	<b>Thermoplastic Paint</b> Maintenance as and when required. Repainting <b><u>once in every one and half years.</u></b> <b>Ordinary Paint</b> Maintenance as and when required. Repainting <b><u>thrice in every years.</u></b>
7	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.

## 2. General

### 2.1 Inspection of works during Defect Liability Period

- 2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those road sections, which are likely to be damaged during rainy season.
- 2.1.2 One register has to be maintained by every A.En for recording the inspection details of works in his jurisdiction under defect liability period.

### 2.2 Conditions regarding Security Deposit

#### 2.2.1 **Security for DLP-**

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

#### 2.2.2 **Refund of SD -**

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

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

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc ( as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.
- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but later finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/ 2014-15/D-223 dated 12.03.2015 and order no. SE ( PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
  - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

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

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

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

### **2.2.3 Force Majeure**

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

**Signature of Bidder  
with full address :**

**Executive Engineer-Drainage  
JDA, Jaipur**

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

Any person participating in a procurement process shall-

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

### **Conflict of interest.-**

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

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

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

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

Date :

Signature of bidder

Place :

Name :

Address :

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

### **Declaration by the Bidder**

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

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

Date :

Place :

Signature of bidder

Name :

Designation :

Address :

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

The designation and address of the First Appellate Authority is **Commissioner JDA, Jaipur**

The designation and address of the Second Appellate Authority is **Executive Committee (EC) JDA, Jaipur**

### **(1) Filing an appeal:-**

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued thereunder, 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 authorised 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.

Date :

Place :

Signature of bidder

Name :

Address :

## **Annexure D :Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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

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

### **2. Procuring Entity's Right to Vary quantities.**

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provide in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

**FORM No. 1**  
**[see rule 83]**

**Memorandum of Appeal under the Rajasthan  
Transparency in Public procurement Act, 2012**

Appeal No.....of .....Before  
the.....(First/Second Appellate authority)

- 1- Particulars of appellant :  
(i) Name of the appellant :  
(ii) Official address, if any:  
(iii) Residential address :
- 2- Name and address of the respondent(s):  
(i)  
(ii)  
(iii)
- 3- Number and date of the order appealed  
against and name and designation of the  
office/authority who passed the order  
(enclose copy), or a statement of a decision,  
action or omission of the procuring Entity  
in contravention to the provisions of the Act  
by which the appellant is aggrieved:
- 4- If the Appellant propose to be represented by  
a representative the name and postal address  
of the representative:
- 5- Number of affidavits and documents enclosed  
with the appeal:
- 6- Grounds of appeal : .....  
(Supported by an affidavit)
- 7- Prayer : .....

Place : .....

Date : .....

**Appellant's Signature**

# JAIPUR DEVELOPMENT AUTHORITY JAIPUR

## SPECIAL CONDITONS OF CONTRACT POTENTIAL ASSESSMENT OF CONTRACTORS

**Name of Work: :- CONSTRUCTION WORK OF DRAIN AND FOOTPATH FOR PROPOSED ROB AT LC-200 BASSI, JDA, JAIPUR.**

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

### **Procedure:**

1. Procedure for POTENTIAL ASSESSMENT would be as follows:

- (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 envelop only "On line" which shall comprise of- Envelop-1 being for Technical Bid and Envelope -2 being for Financial Bid. Envelope 1 should comprise all relevant documents like Registration, proof of fee and Bid Security payment, experience, Tax 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, Tax 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.
- (c) The Financial Bid Envelope would be opened only of those bidders who will fulfill the POTENTIAL ASSESSMENT criteria.

### **Note :-**

- (i) **If Tax/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:**

a) Criteria for POTENTIAL ASSESSMENT would be as follows:-

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. the current year (2017-18) in the said financial assessment period.

S. No.	Item	Quantity
1	RCC Box / Hume Pipe (Dia not less than 300 mm) drain work.	473.00 Mtr..
2	RCC/CC work, Design M-30 concrete and above	147.00 CuM
3	Steel gate and grating/ Structural steel work.	25.00 MT.

**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 Govts., Union Territory, Govt. Undertakings, Autonomous Bodies shall only be considered.**
- b) The bidder should have completed at least one work of similar nature of work in last five Financial years (including current year, if opted by the bidder) of the value not less than 33.33% (Rs **141.00** Lacs) of the cost of the work (bid cost) 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 33.33% (Rs 141.00 Lacs) of the Estimated cost of work (bid cost) any one of the last five financial year 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 year & 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. The current year in the above said five years assessment period.
- N = Number of year prescribed for completion of the work for Which bids are invited. In present case the value of N is 0.50
- 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 :-** Bidders should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The max value (updated at the present price level) of Disputed Amount claimed in Litigation/Arbitration resulting from contracts executed in last five years 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 years value shall be given weightage of 10% per year as follows :-**

(a)	<b>For Current Year</b>	<b>(2017-18)</b>	<b>1.00</b>
(b)	<b>For last year</b>	<b>(2016-17)</b>	<b>1.00</b>
(c)	<b>For one year before</b>	<b>(2015-16)</b>	<b>1.10</b>
(d)	<b>For two year before</b>	<b>(2014-15)</b>	<b>1.21</b>
(e)	<b>For three year before</b>	<b>(2013-14)</b>	<b>1.33</b>
(f)	<b>For four year before</b>	<b>(2012-13)</b>	<b>1.46</b>

**3. Documentation:**

The bidder should furnish the following document along with the Technical Bid:

- Information regarding financial resources and capability in Schedule –I.
- Information regarding works executed in the last five years in Schedule–II
- Certificates from the concerned Engineer–In–Charge in support and verification of the information furnished in Schedule–II

- (d) Affidavit regarding machinery and equipments required for deployment, as detailed scheduled – III.
- (e) Information regarding details of maximum value of civil engineering works executed in any one year during the last five years taken into account the completed as well as work in progress in schedule – IV.
- (f) Information regarding existing commitment 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 Bid capacity as per 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 the paging of all enclosure of bid document.

#### **5. 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 self then bid of the bidder is to be rejected.

**EXECUTIVE ENGINEER- ROB-RUB-IV,  
JAIPUR DEVELOPMENT AUTHORITY  
JAIPUR**

# **JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

## **Documentation for Tender**

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.

**Signature of the Bidder  
With full Address  
Jaipur.**

**Executive Engineer- ROB-RUB-IV,  
JDA,**

**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:

<b>S.No.</b>	<b>Year</b>	<b>Turnover</b>
(1)	2017-18	
(2)	2016-17	
(3)	2015-16	
(4)	2014-15	
(5)	2013-14	
(6)	2012-13	

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.

**Signature of Bidder**

**Date :**

**(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/State)	Financial Year	Principal Items of work			Page No. Where certified copies enclosed
					Reinforcement	Design M-30 concrete and above	Steel gate and grating	

**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. 100/- only,

**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/Hire
1	Hydra 9 Tonne/ 12 Tonne	02		
2	J.C.B.	01		
3	Dumper	04		
4	Computerized batch mix plant of capacity 15 cum/Hr and above.	01		
5	Transit mixture	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**

<b>S. No.</b>	<b>Name of Works (with agreement No. &amp; Date)</b>	<b>Client</b>	<b>Place (district / state)</b>	<b>Financial Year</b>	<b>Cost of Work as per Work Order</b>	<b>Stipulated date of commencement</b>	<b>Stipulated date of completion</b>	<b>Value of work done during the year</b>	<b>Page No. Where Certified Copies enclosed</b>

**Signature of Bidder**

## **SCHEDULE – V**

[Reference Clause 3(F)]

### **DETAILS OF EXISTING COMMITMENTS & ONGOING WORKS TO BE COMPLETED**

<b>S. No.</b>	<b>Name of Works (with agreement No. &amp; Date)</b>	<b>Client</b>	<b>Cost of Work as per Work Order</b>	<b>Stipulated date of commencement</b>	<b>Stipulated date of completion</b>	<b>Value of balance work on date of tender</b>	<b>Likely date of completion of balance work</b>	<b>Page No. Where Certified Copies enclosed</b>

**Signature of Bidder**

**SCHEDULE VI**

[Reference Clause 3(g)]

**DETAILS OF LITIGATION OR ARBITRATION CONTRACTS**

<b>S. No</b>	<b>Name of works (With agreement No. &amp; date)</b>	<b>Client</b>	<b>Work order Amount</b>	<b>Disputed amount claimed in litigation/ arbitration</b>	<b>Date of raising Disputed Amount</b>	<b>Actual Award amount, if the case is decided.</b>	<b>Cause of litigation &amp; matter in dispute</b>

**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 i.e. 06 months.	0.50	
3.	B = Value, at present price level of existing Commitments and on going works to be Completed during the next 12 months.	_____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. 100/- only

**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 VI of the Technical Bid for :  
**"CONSTRUCTION WORK OF DRAIN AND FOOTPATH FOR PROPOSED ROB AT  
LC-200 BASSI, 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 enclose a self attested photo identity card with the above affidavit**

## JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

### Subject: Payment mechanism for participating in tender

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

#### **A. Payment Options:**

##### **Option-1: Bank Guarantee (BG). against EMD I Bid Security**

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

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT/RTGS) will be available.

##### **Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)**

If the bidder selects payment mode as EFT (NEFT/RTGS) **"Paying Slip for EFT (NEFT/RTGS)"** will be generated by the system for the complete amount. The payment can be made from **any Bank any Branch** using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 2 days prior to closing date of bid participation.

##### **Option-3: Payment Gateway (Aggregator)**

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from **anywhere any time** till the closing date & time of bid participation

#### **B. Bid Participation Receipt**

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

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

**Executive Engineer- Drainage  
JDA, Jaipur.**

**Form of Bid Security (Bank Guarantee)**

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 Bid Security for Bid for

\_\_\_\_\_ (Name of work)  
WHEREAS, \_\_\_\_\_ [name of Bidder with address] (hereinafter called "the Bidder") has submitted his Bid dated

\_\_\_\_\_ (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.

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. ICIC 0006754 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 \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_  
[Signature, Name and Address]

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

# **JAIPUR DEVELOPMENT AUTHORITY JAIPUR**

## **TENDER DOCUMENT**

### **(FINANCIAL BID)**

#### **FOR**

**Name of work:- CONSTRUCTION WORK OF DRAIN AND FOOTPATH FOR  
PROPOSED ROB AT LC-200 BASSI, JDA, JAIPUR**

Period of Online Sale : 10.10.2015 to 25.10.2017 upto 6.00 PM

Date of Online submission of the bid : 10.10.2017 to 25.10.2017 upto 6.00 PM

Date of opening of technical bid : 30.10.2017 at 11.00.AM In the Room No.  
CCC-TF-309, Third Floor, CCC Building,  
Ram Kishore Vyas Bhavan, Indira Circle,  
JawaharLal Nehru Marg, Jaipur 302004  
(Rajasthan).

Date of opening of financial bid : To be decided after technical bid.

Cost of Tender : Rs. 1000/-

Completion period : 6 Months

Name of Agency M/s : .....

**Executive Engineer- ROB RUB-IV  
JDA, Jaipur.**

# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

## SCHEDULE AND SPECIAL CONDITIONS

### 1. Name of Work : CONSTRUCTION WORK OF DRAIN AND FOOTPATH FOR PROPOSED ROB AT LC-200 BASSI, JDA, JAIPUR

1.	NIB No.	:	EE-ROB-RUB-IV/2017-18/
2.	Approximate cost	:	Rs. 405.00 Lacs
3.	Cost of the bid document	:	Rs 1,000/- ( On line) The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on <a href="http://www.jda.urban.rajasthan.gov.in/e-services/e-tender">www.jda.urban.rajasthan.gov.in/e-services/e-tender</a> portal. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.
4.	Bid Processing fees	:	Rs. 1000/- (In favour of M.D. R.I.S.L., Jaipur.) On line only.
5.	Earnest Money (In favour of of Secretary, JDA, Jaipur.)	:	@ 2% Rs. 8,10,000.00 (For A & AA class contractor registered in other department) and @ ½% Rs.2,02,500.00 (For Contractor registered in JDA) through online payment or Bank Guarantee after registering with JDA on <a href="http://www.jda.urban.rajasthan.gov.in/e-services/e-tender">www.jda.urban.rajasthan.gov.in/e-services/e-tender</a> portal. 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 06 Months from the date of opening of the bid in prescribed format.
6.	Sale of bid document Online	:	10.10.2017 to 25.10.2017 upto 6.00 PM
7.	Date & Time of receiving tender Online	:	10.10.2017 to 25.10.2017 upto 6.00 PM
8.	Date of submission of Bid Cost, Process Cost & Bid Security Online	:	10.10.2017 to 25.10.2017 upto 6.00 PM through online payment after registering with JDA on <a href="http://www.jda.urban.rajasthan.gov.in/e-services/e-tender">www.jda.urban.rajasthan.gov.in/e-services/e-tender</a> portal.
9.	Physical BG (Bid Security) Submission Start & Closing Date	:	26.10.2017 to 27.10.2017 upto 5.00PM to DD E&B, Room No. 215N Extension Building, JLN Marg, JDA, Jaipur
10.	Date of opening of Technical Bid.	:	30.10.2017 at 11.00 AM in Room No. CCC-TF-309, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)
11.	Completion period of work	:	06 Months

#### 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 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 deposition necessary cost with JDA.

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

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard & or the standards laid down in the detailed specification of the Public by the contractor 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 15 days In advance with the Engineer In charge and be got approval by him before use.

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

The work should start within \_\_\_\_\_ 10\_\_\_\_\_ days of issue of work order and complete within times limits.

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

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

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

Annexure-3 : Special Provision of the work plan- Qualification criteria and methodology of roads category - I&II.

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

Date of submission of Bid Cost, Process Cost & EMD from 01.09.2017 to 21.09.2017 upto 6.00 PM through online payment after registering with JDA on [www.jda.urban.rajasthan.gov.in/e-services/e-tender](http://www.jda.urban.rajasthan.gov.in/e-services/e-tender) portal. 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 09 months after the bid opening date. A copy of 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 up to prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in room No. 215N Extension Building, JLN Marg, JDA, Jaipur, as per specified in bid documents.

Signature of the Contractor  
With full Address

**EXECUTIVE ENGINEER-Drainage  
JDA, Jaipur.**

## 2. SPECIAL CONDITIONS

### **SCHEDULE 'H'**

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the bidder at his own level/cost?
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less than that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the bidder. In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may 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 bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
07. The rate quoted by the bidder shall remain valid for a period of **Four Months** from the date of opening of the bids.
08. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
10. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his bid prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Batch Mix plants and paver, road roller, Tarboiler, sprayer etc.
13. The bidder shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of bidders provide that work; upto five times limit for which they are qualified for bidding can be allotted to them Therefore, before bid the bidders will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
17. The rates provided in bid documents are inclusive of all Taxes royalty. Including GST as applicable. Bidder is bound to comply the provision of GST act.
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 Bidder at his own cost.
21. Undersigned has full right to reject any or all bids without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
- 24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Various works costing Rs. 25.00 lacs and more shall be applicable.**
25. The bidders are required to submit copy of their enlistment as bidder.
26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
27. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
28. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty of Rs. 5000/- 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 Bidder**  
**with full address & Mobile No.**

**Executive Engineer-Drainage**  
**JDA, Jaipur**

## GENERAL CONDITIONS

1. The validity of tender will stand for a period of 4(Four) months from the date of opening of the tenders.
2. 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 modifications and also the clauses mentioned in the agreement form No RPWA – 100 enclosed herewith.
3. All transaction in the execution of this work and this tender will be liable to Sales Tax Section 2 (B) read with sub – clause (4) Sale Tax Rule, 1954.
4. If any tenderer withdraw his offer before the expiry of the period given at S.No. 1 above or makes modification in the forms of the clause of the agreement within the said period, which is not acceptable to Deptt., the Deptt. shall without prejudice to any other right or remedy be free to forfeit/recover entire amount of earnest money.
5. The rates quoted in tender documents are inclusive of all taxes and royalty etc.
6. All safety precautions, adequate diversion arrangements, sign boards etc. shall be ensured by the contractor during execution of paver work as per directions of EIC without fail. In want of this, if any casualty occurs, contractor will be responsible.
7. The contractor at his own cost shall install "J.D.A. at work, Towards Making Jaipur into a World Class City" Boards during execution of work as directed by Engineer – In – Charge.
8. The contractor at its own will arrange the permission of entry of trucks/dumpers & other carriers in city area from traffic police.
9. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within 24 hrs. of the instruction given by the Engineer – In – Charge. Failing which, such material shall be removed by the Engineer – In – Charge at risk & cost of the contractor after expiry of 24 hrs.
10. The material collected at site & paid provisionally shall remain under the watch and ward of the contractor till it consumed fully on the work.
11. If there is any typographical error or otherwise in the G–Schedule, the rates given in the JDA Building BSR 2016 & RUIDP BSR 2013/NH-BSR 2013 on which Schedule–G has prepared, shall prevails.
12. The contractor shall follow the contractor labor regulations and abolition Act 1970 & Rule, 1971.
13. The contractor should also follow the following safety code during the execution of work:
  - 1- **IS 3764, Safety Code for excavation work.**
  - 2- **IS 7293, Safety Code for working with construction machinery.**
  - 3- **Any other code and/or as per directions of EIC.**

## **PART (B)**

- 1 Contractor is bound to start the work within 10 days from the date of issue of work order and should complete the same within specified period of completion.
- 2 In case contractor fails to execute the work within specified period of start, department is free to carryout the work under reference on risk and cost of contractor from any other registered contractor on approved rate for similar work in near by area.
- 3 In emergent case JDA is free to carry out any work in this area from any other agencies on approved rate and no claim / compensation is payable on this account.
- 4 It is duty of contractor / or his authorized representative to contract concerning Assistant engineer daily for taking order / necessary direction for regarding new / ongoing work.
- 5 Contractor should established a field laboratory at his own cost for conducting tests required for concerned work also has to arrange all prescribed facilities for sampling / delivery of test samples etc. and nothing extra is payable on this account.

**Signature of the Contractor**  
**With full Address**

**Executive Engineer- ROB-RUB-IV**  
**JDA, Jaipur.**

# **SPECIAL CONDITIONS OF CONTRACT**

## **3.1 GENERAL**

### **3.1.1 These 'Special Conditions of Contract' (SCC) shall be applicable to this tender in amplification/modification of the 'General Conditions of Contract'(GCC).**

3.1.2 In case any clause provided in GCC is modified/amplified in SCC, then provision in SCC will be binding and will prevail over the corresponding provisions in GCC.

## **3.2 SCOPE OF WORK AND DEVIATIONS**

3.2.1 Scope of work would be as specified under Instructions to Tenderers (Section- 2 of Tender Documents).

3.2.2 The Contractor is not to vary or deviate from the drawings/specifications/stipulations as submitted by contractor and finally approved by Jaipur Development Authority(JDA) for execution, conditions of tender documents or instructions to execute work of any kind, whatsoever, unless so authorised by the Engineer-in-charge (E.I.C.) in writing. If, compliance with the E.I.C's aforesaid order involves extra work and/or expense beyond that is involved in the execution of the contract work, then unless the same were issued in consequence of some breach of this contract on part of the Contractor(s), the latter shall be entitled to be paid the price of the said work to be valued as provided in 'GCC'.

3.2.3 The several documents forming the contract are to be taken as mutually explanatory to one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to the measured ones.

3.2.4 The right to carry out the work either in conformity with or in a manner entirely different from the terms of these Tender Documents that may be considered the most suitable before or subsequent to the receipt of tenders due to exigencies of work is reserved with the EIC.

3.2.5 It shall be the responsibility of the Contractor to promptly bring to the notice of E.I.C. any error or discrepancy in the Contract Documents and obtain his orders thereon. Only stated dimensions are to be taken and not those obtained by scaling drawings. In case any feature of the work is not fully described and set forth in the drawings and specifications, the Contractor shall forthwith apply to the EIC for further instructions, drawings and specifications.

3.2.6 In case of errors, omission and/or disagreement between written and scaled dimension in the drawings and between the drawings and specifications, the following principles shall be followed.

- a) As between the written description or written dimension in the drawing and the corresponding one in the specification, the former shall apply.
- b) The drawing on a large scale shall take precedence over that on a smaller scale, and
- c) Drawing approved as construction drawing from time to time shall supersede corresponding drawing previously approved.

## **3.3 RATES AND OTHER FINANCIAL CONDITIONS**

3.3.1 The rate quoted in the tender must be for the finished work as per the drawings and specifications and unless clearly specified otherwise, shall be inclusive of all expenses for the proper and entire completion of work and shall be inclusive of all labour, material and other inputs, taxes, duties and levies including sales tax, municipal taxes, local taxes, octroi, all royalties, patent rights, other incidental charges etc. The rate offered shall be final and no claim whatsoever on any account shall be entertained.

### **3.3.2 Sales Tax Clearance Certificate**

- 3.3.2.1 If the Contractor is a Sales Tax assese, he should produce a valid sales tax clearance certificate before payment of final bill, otherwise final payment to the contractor may be withheld
- 3.3.2.2 If the contractor is not liable to sales tax assessment, a certificate to this effect from a competent Sales Tax authority shall be produced before payment of final bill, otherwise final payment to the contractor may be withheld.

### **3.3.3 Insurance**

- 3.3.3.1 Before commencing execution of works, it shall be obligatory for the contractor to obtain at his own cost insurance cover to meet the cost of compensation to be paid by the contractor for any accidents/incidents pertaining to J.D.A staff, site execution, staff, labour, materials, plant and third party damages etc.

#### **3.3.3.2 Insurance policy in joint names of Contractor and Employer**

The policy referred to under sub-clause 3.3.3.1 above shall be obtained in the joint names of the contractor and the employer.

#### **3.3.3.3 Currency of Insurance Policy**

The policies shall remain in force throughout the period of execution of the works and till the expiry of the maintenance period. The contractor shall, submit to the Engineer or his representative the copies of various insurance policies obtained by him as also the rates of premium and the receipts for premium paid by him to ensure that the policies indeed continue to be in force.

#### **3.3.3.4 Deduction of Income Tax (TDS)**

Deduction towards income tax and any other tax shall be made at source from each on account bill by the employer as per rules of Central Govt./ State Govt.

### **3.4. Safety of materials**

Storage and safe custody of materials shall be the responsibility of the Contractor. He shall employ necessary watch and ward establishment for that purpose and no extra claim whatsoever shall be entertained on this account.

### **3.5 Supply of water and electric power**

- 3.5.1 The contractor shall have to make his own arrangement for water supply and electric power necessary for the work. Any recommendatory letters to the concerned department shall be issued by the JDA for this purpose if requested by the contractor. However, JDA shall not be responsible for any delay in getting the required supply and no claim on this account will be acceptable by JDA.

### **3.6 Electric supply, charges and precautions**

The electric connections shall be obtained by the contractor for use for the work under the contract subject to the following conditions:-

- a) The charges pertaining to electric supply including installation of temporary connection including the cost of making electric sub-station if needed, laying cables wherever necessary upto the meter from the relevant electricity supply authority pole and from meter upto actual consumption point and the cost of electricity shall be borne by the Contractor. The Contractor shall also bear the entire cost of connection charges in case electric connection is discontinued by the electric supply authority.
- b) It will be the responsibility of the Contractor to make necessary arrangements for the illumination to be provided on the main road in the work area. The Contractor shall

make his own arrangement for any further requirements in respect of illumination at site of work. No claim whatsoever on this ground shall be entertained and the Contractor shall bear the full expenses in respect of the same.

- c) The Contractor shall at all times observe the Indian Electricity Rules and any other rules/bye laws applicable at the time and any damage/penalty on account of violation of any of the rules/bye laws shall be responsibility of the Contractor.
- d) The Employer shall in no way be responsible for any delay in getting the electric connection and no claim on this account whatsoever, shall be entertained. It should be clearly understood that the Contractor has to make his own arrangement for use before the electric connection is made available and also to be used as a stand-by arrangement in case of power failure etc. or in the case of disconnection of electric supply by electric supply authority for any reason.

### **3.7 SAFETY, LIGHTING AND FIRE PREVENTION**

#### **Safety of Workers**

- 3.7.0 The Safety Code annexed to the General Conditions of Contract supplemented by the other instructions by the EIC shall be strictly followed. All the safety procedures as per law of the land shall be binding on the Contractor.
- 3.7.1 Over and above the provisions made in Safety Code included in GCC, the following will also be applicable.
- 3.7.2 In respect of all workmen directly employed on the work for the performance of the Contractor's part of this agreement, the Contractor shall at his expense arrange for the safety provisions as per Indian Standard Safety Codes given below and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangements, and provide necessary facilities as aforesaid, he shall be liable to pay penalty prescribed under relevant clauses of these tender documents for each default and in addition the EIC shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that account from the contractor and no claims whatsoever shall be entertained.
  - 1. IS 3696 (Part I); Safety Code for Scaffolds and Ladders.
  - 2. IS 3696 (Part II); Safety Code for Scaffolds and Ladders Part II.
  - 3. IS 3764 , Safety Code for excavation work.
  - 4. IS 5121; Safety Code for piling and other deep foundations.
  - 5. IS 7293, Safety Code for working with construction machinery.
  - 6. Any other code and/or as per directions of EIC.

### **3.8 NIGHT WORK**

- 3.8.0 For completing the work in time, the Contractor might be required to work in two or more shifts (including night work) and no claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor will have to pay to the labour and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amounts for any other reason.
- 3.8.1 Night working shall be resorted to only with prior approval of the EIC. Sufficient lighting and safety arrangements shall be made by the Contractor at no extra cost.
- 3.8.2 The Contractor shall provide and maintain adequate firefighting equipment and take adequate fire protection measures for the safety to all personnel and temporary and permanent workers and shall take action to prevent damage or destruction by fire of trees, shrubs and grass. All existing rules and laws of land in respect of fire prevention shall be binding on the Contractor.
- 3.8.3 No extra payment shall be made for the provision of temporary lighting and fire prevention measures and entire cost of all such works shall be deemed to have been included in cost tendered by the Contractor as accepted by JDA.

### **3.9 SECURITY MEASURES**

Security arrangement for the work shall be adequate conforming to applicable rules and laws of the land. The contractor shall be held responsible for the action or inaction on the part of his staff and employees and also those of any approved sub-contractor. The Contractor shall also provide and maintain adequate security personnel on continuous basis for ensuring security of the works for duration of contract.

The requirement of security measures to be taken by the Contractor shall include, but not be limited to maintenance of law and order at site, provision of all lighting, guards, flagmen and all other measures necessary for protection of works within the colonies, camps and elsewhere at site, all materials delivered to the site and all persons employed in connection with the work continuously throughout working and non-working periods including nights, Sundays and holidays for the duration of the contract. In close proximity of traffic corridors where public are likely to come close to the work area, suitable barriers/fencing as directed by EIC shall be provided.

### **3.10 ANCILLARY AND TEMPORARY WORKS**

3.10.0 The contractor's proposals for execution of all ancillary and temporary works shall be in conformity with the proposals submitted along with the Tender and modification thereto as approved by the EIC.

3.10.1 The Contractor shall submit drawings, supporting design calculations when called for by the EIC, and other relevant details of all such work to the EIC for approval well before he desires to commence such works. Approval by the EIC of any such proposal shall not relieve the Contractor of his responsibility.

3.10.2 No extra payment shall be made for complying with the provisions of this clause. The cost of the same shall be deemed to be included in the Tendered Cost as accepted by the Employer.

### **3.11 SERVICES**

3.11.0 Underground and overhead services are likely to be met with during construction. These are to be protected against damage by the Contractor at his own cost.

3.11.1 The contractor shall not have any claim in case of delay in shifting of services or removal of obstructions. However, suitable extension of time shall be granted by Engineer-in-charge for such delays proportionately. Shifting charges shall be met by the Employer.

3.11.2 No extra payment will be made to the contractor for damage caused by rains, floods, earthquake, fire, accidents and other natural calamities during the execution of work.

**Executive Engineer- ROB-RUB-IV  
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- ROB-RUB-IV**  
**JDA, Jaipur.**

# **JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

## **ADDITIONAL SPECIAL 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 /prhr 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. As per the decision in 183<sup>rd</sup> meeting of executive committee held on 23.09.2013 the following condition will be included in the format of each and every Bank Guarantee to be received.

“The amount covered under the above Bank Guarantee shall automatically be credited in the accounts of JDA in ICICI Bank, JDA, and Campus through IFSC Code No. ICICI006754 Bank Account No. 675401700518 on the date of expiry date or produce NOC from JDA in written for its release.”

**Executive Engineer-ROB-RUB-IV  
JDA, Jaipur**

**Signature of contractor with Full  
address and E-Mail**

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

**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 particular 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 Security Deposit will be release in the following stages after satisfactory performance certificate issued by Engineer-In-Charge :-

S.No.

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

#### 2.2.3 Forfeiture of SD

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

#### 2.2.3 Force Majeure

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

**Signature of Contractor  
With Full Address**

**Executive Engineer- ROB-RUB-IV  
JDA, Jaipur.**

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

**1. ROAD WORKS**

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

**Table-I**

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

## 1.7 (b) The routine maintenance activities and their periodicity

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not)	As and when required.
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting <b><u>once in every one and half years.</u></b>
6	Road Marking, Kerb Stone/Dand. (If done by the same Road agency)	<b>Thermoplastic Paint</b> Maintenance as and when required. Repainting <b><u>once in every one and half years.</u></b> <b>Ordinary Paint</b> Maintenance as and when required. Repainting <b><u>thrice in every years.</u></b>
7	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.

## 2. General

### 2.1 Inspection of works during Defect Liability Period

- 2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those road sections, which are likely to be damaged during rainy season.
- 2.1.2 One register has to be maintained by every A.E.n for recording the inspection details of works in his jurisdiction under defect liability period.

### 2.2 Conditions regarding Security Deposit

#### 2.2.1 Security for DLP-

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

#### 2.2.2 Refund of SD -

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

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

Various conditions for managing DLP are as under:-

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

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

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

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

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

### 2.2.3 Force Majeure

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

**Signature of Bidder  
with full address :**

**Executive Engineer-Drainage  
JDA, Jaipur**

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

Any person participating in a procurement process shall-

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

### **Conflict of interest.-**

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

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

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

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

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

### **Declaration by the Bidder**

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

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

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

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

The designation and address of the First Appellate Authority is **Commissioner JDA, Jaipur**

The designation and address of the Second Appellate Authority is **Executive Committee (EC) JDA, Jaipur**

### **(1) Filing an appeal:-**

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued thereunder, 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 authorised representative.

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

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

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

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

## **Annexure D :Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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

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

### **2. Procuring Entity's Right to Vary quantities.**

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provide in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

**FORM No. 1**  
**[see rule 83]**

**Memorandum of Appeal under the Rajasthan  
Transparency in Public procurement Act, 2012**

Appeal No.....of .....Before  
the.....(First/Second Appellate authority)

- 1- Particulars of appellant :  
(i) Name of the appellant :  
(ii) Official address, if any:  
(iii) Residential address :
- 2- Name and address of the respondent(s):  
(i)  
(ii)  
(iii)
- 3- Number and date of the order appealed  
against and name and designation of the  
office/authority who passed the order  
(enclose copy), or a statement of a decision,  
action or omission of the procuring Entity  
in contravention to the provisions of the Act  
by which the appellant is aggrieved:
- 4- If the Appellant propose to be represented by  
a representative the name and postal address  
of the representative:
- 5- Number of affidavits and documents enclosed  
with the appeal:
- 6- Grounds of appeal : .....  
(Supported by an affidavit)
- 7- Prayer : .....

Place : .....

Date : .....

**Appellant's Signature**

## JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

### Subject: Payment mechanism for participating tender

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

#### **A. Payment Options:**

##### **Option-1: Bank Guarantee (BG) against EMD/Bid Security**

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security) for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through **Payment Gateway only**, option to make balance payment through EFT (RTGS/NEFT) will not be available. If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT/RTGS) will be available.

##### **Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)**

If the bidder selects payment mode as EFT (NEFT/RTGS) "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from **any Bank any Branch** using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedure, it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 2 days prior to closing date of bid participation.

##### **Option-3: Payment Gateway (Aggregator)**

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from **anywhere any time** till the closing date & time of bid participation.

#### **B. Bid Participation Receipt**

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

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

**Executive Engineer- Drainage  
JDA, Jaipur**

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR.

Name of Work: Construction work of Drain and Footpath for proposed ROB at LC-200 Bassi, JDA, Jaipur.

Contract No: NIB No- JDA/EE-ROB,RUB-IV/06/2017-18

BIDDER NAME :						
PRICE SCHEDULE						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead of 1000 m as per MoRD Specification Clause 202. By Mechanical Means Cement Concrete	1615.500	cum	265.00	428107.50	INR Four Lakh Twenty Eight Thousand One Hundred & Seven and Paise Fifty Only
2	Dismantling of Flexible Pavements and disposal of dismantled materials upto a lead of 100 m, stacking serviceable and unserviceable materials separately as per MoRD Specification Clause 202					
2.1	By Manual Means Granular Courses	81.000	cum	220.00	17820.00	INR Seventeen Thousand Eight Hundred & Twenty Only
2.2	By Mechanical Means Bituminous Courses	27.000	cum	128.00	3456.00	INR Three Thousand Four Hundred & Fifty Six Only
3	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	5668.840	cum	122.00	691598.48	INR Six Lakh Ninety One Thousand Five Hundred & Ninety Eight and Paise Forty Eight Only
4	Construction of embankment with approved material obtained from borrow pits with a lift upto 1.5 m, transporting to site, spreading, grading to required slope and compacting to meet requirement of Tables 300.1 and 300.2 with a lead upto 1000 m as per MoRD Specification Clause 301.5	4544.705	cum	105.00	477194.03	INR Four Lakh Seventy Seven Thousand One Hundred & Ninety Four and Paise Two Only
5	Carriage of Earth, Sand, Lime, Morrum manure or sludge					
5.1	For 1 Km.	108.000	cum	48.00	5184.00	INR Five Thousand One Hundred & Eighty Four Only
5.2	Add for each 1 Km beyond 1st Km(upto 5 Km.)	2867.630	cum	3.00	8602.89	INR Eight Thousand Six Hundred & Two and Paise Eighty Nine Only
6	Add extra for foundation/trenches/drains for every additional lift of 1.5 Mtr. or part thereof in All kinds of soil	1289.280	cum	24.00	30942.72	INR Thirty Thousand Nine Hundred & Forty Two and Paise Seventy Two Only
7	Construction of dry lean cement concrete Sub- base over a prepared sub-grade with coarse and fine aggregate conforming to IS: 383, the size of coarse aggregate not exceeding 25 mm, aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per table 600-1, cement content not to be less than 150 kg/ cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, laid with a paver with electronic sensor, compacting with 8-10 tonnes vibratory roller, finishing and curing	225.325	cum	2151.00	484674.08	INR Four Lakh Eighty Four Thousand Six Hundred & Seventy Four and Paise Seven Only
8	Plain/reinforced cement concrete in substructure complete as per drawings and MoRD specification Clauses 802, 804, 805, 806, 807, 1202 and 1204 R.C.C. grade M 25	105.600	cum	4475.00	472560.00	INR Four Lakh Seventy Two Thousand Five Hundred & Sixty Only
9	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. Thermo-mechanically Treated bars (Conforming of relevent IS code)	9504.000	Kg	69.00	655776.00	INR Six Lakh Fifty Five Thousand Seven Hundred & Seventy Six Only
10	Providing and fixing steel gate, grating , and grills made of angles, tees, square bars, flats,or black pipe with holdfast and fittings complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide	74515.000	Kg	74.00	5514110.00	INR Fifty Five Lakh Fourteen Thousand One Hundred & Ten Only
11	Painting on Steel Surfaces Providing and applying two coats of ready mix paint including primer coat of approved brand on steel surface after through cleaning of surface to give an even shade as per drawing and MoRD Specification Clause 1701	745.150	sqm	58.00	43218.70	INR Forty Three Thousand Two Hundred & Eighteen and Paise Seventy Only

Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
12	Construction of solid block masonry of M20 grade solid concrete block having nominal size 400 mm x 200 mm x 200 mm in cement mortar 1:3 upto plinth level with all lead & lift.	440.000	cum	6291.00	2768040.00	INR Twenty Seven Lakh Sixty Eight Thousand & Forty Only
13	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, making of lines or groove etc complete but excluding the cost of nosing of steps etc. complete. 40mm thick with 20mm thick nominal size aggregate.	212.500	sqm	192.00	40800.00	INR Forty Thousand Eight Hundred Only
14	Finishing with neat cement (punning).	1364.000	sqm	26.00	35464.00	INR Thirty Five Thousand Four Hundred & Sixty Four Only
15	Plaster on new surface on walls in cement sand mortar 1:4 including racking of joints etc. complete fine finish : 20mm thick .	1364.000	sqm	119.00	162316.00	INR One Lakh Sixty Two Thousand Three Hundred & Sixteen Only
16	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					
16.1	Size 1.25 M x 1.25 M	670.000	R.Mtr.	19906.00	13337020.00	INR One Crore Thirty Three Lakh Thirty Seven Thousand & Twenty Only
16.2	Size 1.00 M x 1.00 M	750.000	R.Mtr.	15457.00	11592750.00	INR One Crore Fifteen Lakh Ninety Two Thousand Seven Hundred & Fifty Only
17	Construction of un-reinforced, dowel jointed, plain cement concrete pavement over a prepared sub base with 43 grade cement, coarse and fine aggregate conforming to IS 383, maximum size of coarse aggregate not exceeding 25 mm, replacing cement by fly ash to the extent of 15 per cent and sand by 10 per cent, mixed in a batching and mixing plant as per approved mix design, transported to site, laid with a fixed form or slip form paver, spread, compacted and finished in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, joint filler, separation membrane, sealant primer, joint sealant, debonding strip, dowel bar, tie rod, admixtures as approved, curing compound, finishing to lines and grades as per drawing CC design mix grade M40.	442.500	cum	5465.00	2418262.50	INR Twenty Four Lakh Eighteen Thousand Two Hundred & Sixty Two and Paise Fifty Only
18	Providing and fixing of Precast concrete interlocking blocks of 6 1. Shape : As specified by Engineer-in-charge 2. Tensile splitting strength and breaking load as per BS: 6717- 3. Colour : Grey cement natural colour 4. Variation in Dimension : Less than 1.6mm 5. Variation in thickness : Less than 3.2mm 60mm thick, Light traffic category, M35 Grade designation blocks	1500.000	P.Sqm	520.00	780000.00	INR Seven Lakh Eighty Thousand Only
19	Supply & fixing of M-20 grade precast cement concrete Kerb or Dand upto 60 cm length over 20 mm thick base of cement mortar 1:6 including jointing earth work, painting & jointing with cement mortar 1:4 of size (20 x 25) / 2 x 30 cm	1725.000	R.Mtr.	315.00	543375.00	INR Five Lakh Forty Three Thousand Three Hundred & Seventy Five Only
20	Painting Two Coats on New Concrete Surfaces Painting two coats including primer coat after filling the surface with synthetic enamel paint in all shades on new, plastered / concrete surfaces as per drawing and MoRD Specification Clause 1701	776.250	sqm	58.00	45022.50	INR Forty Five Thousand & Twenty Two and Paise Fifty Only
Total in Figures					40556294.39	
Quoted Rate in Figures			Select		0.0000	INR Zero Only
Quoted Rate in Words		INR Zero Only				