

**Enclose in Bid Document**

<b>Detailed NIB</b>	
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> <li>➤ Name : Executive Engineer (Garden-I), Jaipur Development Authority</li> <li>➤ Address: Room No. CCC-TF-306, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)</li> <li>➤ Email:- : rameshwarlal.mathur@mailjda.org</li> </ul>
Subject Matter of Procurement	<ul style="list-style-type: none"> <li>➤ <b>Civil work for landscape project in Ramniwas Bagh, JDA , Jaipur.</b></li> <li>➤ Job No.: 164/2017-18</li> </ul>
Bid Procedure	➤ Single Stage tender (eg. Two part (Envelope) open competitive) eBid procedure at <a href="http://eproc.rajastha.gov.in">http://eproc.rajastha.gov.in</a>
Bid evaluation Criteria ( Selection Method)	➤ L1 ( eg. Least Cost based Selection ( LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> , <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> , <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a>
Website for online Bid application and payment	<ul style="list-style-type: none"> <li>➤ Website : <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a></li> <li>➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid security deposit online only.</li> <li>➤ Bidding Document fee : Rs 1000/- (Rupees One thousand only)</li> <li>➤ RISL Processing Fee : Rs 1000/- ( Rupees One Thousand only)</li> <li>➤ Requisite Bid Security Deposit :</li> </ul>
Estimated Procurement Cost	➤ INR 172.55 Lacs ( One Crore seventy two Lacs fifty five thousand only)
Bid Security Deposit	<ul style="list-style-type: none"> <li>➤ Amount (INR) : 2 % (Rs 3,45,100/-) of Estimated Procurement Cost, 0.5% ( Rs 86,275/-) of S.S.I. of Rajasthan, 1 % for Sick Industries, Other than S.S.I., Whose cases are pending with Board of Industrial &amp; Financial Reconstruction.</li> <li>➤ ( * 2% for Bidder Who is A and AA Class contractor registered in other Govt. Department / 0.5 % for Bidder registered as contractor in AA, A, B in JDA. )</li> <li>➤ Micro small medium enterprise situated in Rajasthan tender fee 50% EMD value 0.5%</li> <li>➤ In case of Department's of the State Government and undertakings Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.</li> </ul>
Date/Time/Place of Pre-Bid	➤ NA
Applying Bid and making Online Payment on JDA Portal ( <a href="http://www.Jda.urban.rajasthan.gov.in">www.Jda.urban.rajasthan.gov.in</a> )	<ul style="list-style-type: none"> <li>➤ Start Date : 16.12.2017 from 3.00 PM onwards</li> <li>➤ End date : 01.01.2018 up to 6.00 PM</li> <li>➤ In case EMD in from BG Original Bank Guarantee is to be submitted in Room No 215N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur by 02.01.2018 to 04.01.2018 upto 5.00 PM</li> </ul>
Bid submission on E-Procurement Portal of GOR ( <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> )	<ul style="list-style-type: none"> <li>➤ Start date : 16.12.2017 from 3.00 PM</li> <li>➤ End date : 01.01.2018 upto 6.00 PM</li> </ul>
Date/Time? Place of Technical Bid Opening	➤ NA
Date/Time/Place of Bid Opening	<ul style="list-style-type: none"> <li>➤ 05.01.2018 at 11.30 AM</li> <li>➤ Room No. CCC-TF-306 IIIrd floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 ( Rajasthan)</li> </ul>
Bid Validity	➤ 120 days from the bid submission deadline
Time period	➤ 03 months
* 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 detail 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 payments 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 48 hours prior to closing date of bid participation.

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

This 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.

**Note :-**

1. Bidder (authorized Signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay tender Fee, BSD, and RISL Processing Fee, Online (Subject to Confirmation) its Bid shall not be accepted.
3. To participate in online bidding process, bidders must procure a digital signature Certificate (TypeIII) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCs safe crypt, Ncode etc. Bidders who already have a valid Digital signature Certificate (DSC) need not procure a new DSC. Also bidders must register on <http://eproc.rajasthan.gov.in> (Bidders already registered on <http://eproc.rajasthan.gov.in> before 30.09.2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11 th hour issues like slow speed: chocking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eproc website for further details about the e-tendering process.
6. Training for the bidders on the usage of e-tendering system (procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-procurement Cell, DoIT & C for booking the training slot. Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in). Address: E-Procurement Cell, JDA Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding documents (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

  
Executive Engineer (Garden-I)  
JDA, Jaipur.



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**Process for Participation & Depositing Payment Online**


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

[www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in).

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

1. Registered on JDA website [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years).

For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.

2. Registered on e-Procurement Portal of Government of Rajasthan [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) for online e-Bid submission.

**Methods for depositing on line amount**

**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 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 48 hours 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.

**C. 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.

While participation in the bid, a receipt will be generated through the system showing the submission details as per Bid Participation Receipt (Sample Enclosed). The bidder is required to fill the instrument numbers for various heads on e-Procurement portal [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) as mentioned in the receipt.

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

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

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

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in).

# **JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

## **SCHEDULE AND SPECIFICATIONS**

**Name of work:** Civil work for landscape project in Ramniwas Bagh, JDA , Jaipur.

### **SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :**

The tenderer should see the site and fully understand the condition of the site before tending & should include all leads, lifts etc. for the material in his item rate for the items as given in the Schedule-G. Then work shall be carried out in accordance with the B.I.S./ IRC/ MORT&H/ IS/ Rajasthan PWD/ JDA detailed specification and to the entire satisfaction of Engineer-in-charge of the work.

### **SCHEDULE – 'B' : LIST OF THE DRAWING TO BE SUPPLIED BY THE DEPARTMENT:**

The drawings may be seen in the office of under signed.

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

List of the drawing to be supplied by the contractor is Nil.

### **SCHEDULE – 'D' : TEST OF THE MATERIALS :**

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

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

The samples of the material to be used by the contractor shall be deposited 15 days in advance with the Engineer In-charge and should be got approved by him before use.

### **SCHEDULE – 'F' : TIME OF COMPLETION :**

The work should start within 10 days of issue of work order and complete within the prescribed time period. In case of failure, the contractor shall be liable for action under the conditions of agreement and special conditions of the tender.

### **SCHEDULE – 'G' : BILL OF QUANTITIES : Attached separately.**

### **SCHEDULE - 'H' : SPECIAL CONDITON : Attached separately.**

### **SCHEDULE – 'I' : LIST OF THE MATERIAL TO BE SUPPLIED BY THE DEPTT :**

No material will be supplied by the JDA. Contractor has to arrange all the materials at his own cost.

### **SCHEDULE – 'J' : COST OF BID DOCUMENTS, PROCESSING FEES & BID SECURITY:**

As per details given in Annexure -2

### **SCHEDULE – 'K' : SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) : Attached separately.**

**Signature of the Bidder**  
**With full address**

  
**Executive Engineer (Garden-I)**  
**JDA, Jaipur**



## SPECIAL CONDITIONS

### **SCHEDULE 'H'**

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

12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tarboiler, sprayer etc.
13. The contractor shall arrange his own storage tanks upto 10 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of contractor provide that work up to the times limit for which they are qualified for tendering can be allotted to them, Therefore, before tendering the contractor will keep this in mind, and submit the details of the work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site have to be removed by the contractor within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes and royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act.
24. Special Conditions of Contract regarding Defect Liability Period (DLP) for roads works costing Rs. 25.00 lacs and more shall be applicable.
25. The tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
28. Bid security shall be 0.50% of value of bid (only registered bidder in JDA) and shall remain valid 120 days beyond the original or extended validity period of the bid.
29. Performance security shall be 10 % of the amount of work order performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the bidder including warranty obligation and maintenance and object liability period.
30. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 shall be applicable.

**SIGNATURE OF CONTRACTOR**  
With full address & Mobile No.

  
**Executive Engineer (Garden-I)**  
**JDA, Jaipur**

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

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

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

**Table-I**

S.No.	Type of work	Existing DLP Period	As per approved in E.C. held on 23.02.2016
1.	<b>Bridge Work</b>	3 years	5 Years
2.	<b>CD Work</b>	3 years	5 Years
3.	<b>CC Road. PQC Work</b>	3 years	5 Years
4.	<b>CC tiles/Kerbs/medians</b>	3 years	5 Years
5.	<b>Drains</b>	6 Months	3 Years
6.	<b>Roads</b>		
	(i) Two layer WBM/GSB	3 years	6 months or one full rainy season which ever is later
	(ii) For Renewal/Strengthening		
	(a) BT upto 30 mm thickness	3 years	1 Years
	(b) BT above 30 mm to upto 40 mm	3 years	2 Years
	(c) BT above 40 mm to upto 90 mm	3 years	3 Years
	(d) BT above 90 mm thickness	3 years	5 Years
	(iii) New Roads		
	(a) BT upto 90 mm	3 years	3 Years
	(b) BT more than 90 mm	3 years	5 Years
7.	<b>Compound wall</b>	6 Months	3 Years
8.	<b>Building Work</b>		
	(i) Work pertaining to Sanitary work electrical works, Joinery works and painting works.	6 Months	2 Years
	(ii) Work pertaining to Building structure and other civil works	6 Months	5 Years
9.	<b>Electric work except maintenance</b>	6 Months	3 years
10.	<b>Sewer/Water supply all including STP and water supply related work except maintenance works.</b>	6 Months	3 Years



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

**Table-II**

S.No.	DLP Period \ Released SD	1 Year	2 Years	3 Years	5 Years
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 condition for managing DLP are as under :-

- (i) At the time of completion of work, final componnt 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 lacs but later on due to extra/excess work, if amount of final work cresses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual items.
- (iv) Similarly if any work is more than Rs. 25 lacs but after finalization amount or work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is late.
- (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) CIRULAR 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

**Table-III**

<del>% Recovery on withdrawal of DLP of work order</del> DLP period	1 Year	2 Year	3 Year	4 Year	5 Year
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9	7.88	6.45	4.62	2.47

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

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

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

Signature of contractor with  
Full address.

  
Executive Engineer (Garden-I)  
JDA, Jaipur.

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

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or 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 IDC, JDA, Jaipur

The designation and address of the Second Appellate Authority is E.C. 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 there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

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

### **(4) 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

Name of Work - Civil Works for Landscape Project in Ram Niwas Bagh, JDA, Jaipur.

### G-Schedule

S.No.	Item	Unit	Based on JDA BSR:2016		
			Qty.	Rate	Amount
	<b>Part-A (BSR Item)</b>				
1.00	Dismantling of Cement Concrete Pavements as per MoRD cum Specification Clause 202.Dismantling of cement concrete pavements by mechanical means using pneumatic tools breaking to pieces not exceeding 0.02 cum in volume and stock piling at designated locations and disposal of dismantled materials up to a lead of 1000 m, stacking serviceable and unserviceable materials separately.	Cum	796.350	481.50	383442.53
2.00	Dismantling stone slab/ terrazzo chip flooring laid in cement mortar sqm including stacking of serviceable material and disposal of unserviceable material within 50 meter lead.	sqm	979.000	43.20	42292.80
3.00	Dismantling Kerb Stones .Dismantling Kerb Stones by manual means and disposal of dismantled material with all lifts and up to a lead of 1000 m as per MoRD Specification Clause 202.	R.meter	1144.000	5.40	6177.60
4.00	Dismantling old plaster or skirting, raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 meter lead.	sqm	237.229	9.00	2135.06
5.00	Earth work in excavation by mechanical means (Hydraulic cum excavator) / manual means over areas (exceeding 30cm in depth.5m in width as well as 10 sum on plan) including disposal of excavated earth, lead up to 50m and lift up to 1.5 m , disposed earth to be levelled and neatly dressed. ( a )All kinds of soil	cum	466.175	109.80	51186.02
6.00	Filling available excavated earth (excluding rock) in trenches, cumplinth side of foundation etc. in layers not exceeding 20 cm. in depth, consolidating each deposited layer by ramming and watering including lead up to 50 meter and with all lift.	cum	410.118	40.50	16609.78
7.00	Loading and Unloading of Lime, Aggregate, Stone Boulder, Brick Aggregate, Kankar, Building Rubbish, Crushed Slag, Stone for Masonry Work by Manual Means				
7.01	Loading of Earth, Sand, Moorum, Manure, Flyash by manual means cum including a lead up to 30 m.	cum	102.529	14.40	1476.42
7.02	Unloading of Earth, Sand, Moorum, Manure, Flyash by manual cum means including a lead up to 30 m.	cum	102.529	14.40	1476.42
8.00	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of cantering and shuttering - All work up to plinth level.M15 grade Nominal Mix cum 1: 2: 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 40mm nominal size).	cum	775.216	2833.20	2196341.97
9.00	Providing and laying in position specified grade of cement cum concrete for all RCC structural elements up to plinth level including curing, compaction, finishing with rendering in cement sand mortar 1:3 (1 cement: 3 coarse sand) and making good the joints and cost of plasterers( if required) excluding the cost of centering, shuttering and reinforcement.M20 grade Nominal Mix / Design Mix	cum	40.772	2961.00	120725.89



S.No.	Item	Unit	Qty.	Rate	Amount
10.00	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 relevant IS Kg code)	kg	6150.000	62.10	381915.00
11.00	Centering and Shuttering with plywood or steel sheets including sqm strutting, propping bracing both ways and removal of formwork for foundation, footings, strap beam, raft, bases of columns etc.	sqm	37.065	99.00	3669.44
12.00	Brick masonry with F.P.S. bricks of class designation 75 in foundation and plinth with bricks Chapter B-5-1 Cement mortar 1 : 4 (1 cement : 4 coarse sand)	cum	43.741	2767.50	121053.22
13.00	Stone Set Pavement Providing and laying stone set pavement on prepared surface with sub-base 100 mm thick compacted Granular Sub-base as per Clause 401.4 and base 75 mm thick compacted water bound macadam grading 2 as per Clause 405.3. The 150 mm thick hammer desired stones are laid in the herring one or stretched bond pattern. The stones are compacted into the bedding sand of 40 mm over the WBM base bounded by edge stone using suitable compacting device. The gaps are filled with fine sand stone dust as per MoRD Specification Clause 413.4	sqm	410.300	333.00	136629.90
14.00	Brick on edge flooring with bricks of class designation 75 including cement slurry & pointing in CM (1 : 3) etc. complete laid on 20 mm thick bed of : (a) Cement Sand Mortar 1 : 4	sqm	66.000	318.60	21027.60
15.00	Providing and fixing of precast concrete interlocking blocks of M 30 sqm automatic stationery hydraulic vibropressed machine and fullycomputerised automatic batching plant of class A1/A2 as per BS 6717:2001. The CC interlocking paving blocks be laid on average 50mm. thick bed of sand and the joint to be filled with cement mortar. Laying procedure on compacted sub-base as defined. Complete job is to be executed as per the instruction of Engineer in charge. The rates to be inclusive of all lead, Lifts and taxes. General specification of blocks: 1) Shape as defined by Engineer incharge 2) Tensile splitting strength and braking load as per BS 6717:2001 3) Colour: Grey cement natural colour 4) Variation in dimension: Less than 1.6mm. 5) Variation in thickness: Less than 3.2mm 6) Abrasion: As per BS: 6717:2001	sqm	5901.500	337.50	1991756.25
16.00	providing and fixing Granite stone slab mirror polished and machine edge cut in walls, pillars, steps, Shelves, Sills Counters, Floors etc. laid on 12mm (Av.) thick base of cement mortar 1:3 (1 cement : 3 coarse sand) jointing with white cement mortar 1:2 (1white cement : 2 marble dust) with pigment to match the shade of the marble slab including grinding, rubbing and polishing complete. Jhunjhunu / Jalore (Red / Chocolate Colour) (a) Up to 1500 Cm2 Tiles	sqm	60.998	1305.00	79602.39
17.00	Providing and fixing Stone jali 50mm thick Red/Pink sand stone as per ornamental design to fixed with white cement/epoxy mortar including pointing in white cement mortar 1:2 (1 white cement : 2 stone dust) with an admixture of pigment, matching the stone shade.	sqm	1200.000	5494.50	6593400.00

S.No.	Item	Unit	Qty.	Rate	Amount
18.00	WBM Grading 3 Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with smooth wheel roller 80-100 kN in stages to proper grade and camber, applying and brooming, stone screening/binding materials to fill-up the interstices of coarse aggregate, watering and compacting to the required density grading 3 as per MoRD Specification Clause 405. Using Crusher Broken Aggregate By Mechanical Means	cum	1067.386	1044.00	1114350.98
19.00	Bedding for Causeway Type B (First Class) bedding on well compacted sand, moorum or approved granular material as per Clause 1105 (ii) Filling in foundation trenches as per drawing and MoRD specification Clause 305.3.9 (A) sand filling	cum	5.250	585.00	3071.25
20.00	Marking Centre Line and stop lines etc. on road as per IRC pattern sqm with thermoplastic paint of approved quality and make with 8% special applicator machine complete with a special applicator machine complete with labour material and traffic diversion arrangements.	sqm	380.600	436.50	166131.90
21.00	Steel work in built up tubular trusses including cutting, hoisting ( height up to 10 m)fixing in position and applying a priming coat of approved steel primer, welded and bolted including special shaped washers etc. complete.Electric resistance or induction butt welded tubes.	kg	10397.030	82.80	860874.08
22.00	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. metres and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50 m lead :With cement mortar 1 :4 ( 1 cement : 4 coarse sand)	sqm	237.270	122.40	29041.85
23.00	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :Two or more coats on new work	sqm	426.833	39.60	16902.59
24.00	Painting exterior surface of Wall with 100% acrylic exterior paint of approved brand and manufacture to give an even shade with two or more coats including prepartion of base with sand papering, primer, putty, etc complete in all respect. (a) Old Work	sqm	237.270	31.50	7474.01
<b>Part-B (BSR Item)</b>					
25.00	Providing and fixing in position red sand stone for road/footpath kerb (Karauli/Sarmuthra/Agra stone) of size 150 mm x 300 mm and cut to shape as per drawing with exoposed face machine dressed as per approved sample by consultant/engineer-in-charge and jointing pointing with cement mortar 1:4 using pigment as per instruction of Engineer in Charge Complete in all respect.	R.meter	1751.200	1374.00	2406148.80
26.00	Supplying and fixing of cylindrical red sand stone (Karauli/Sarmuthra/Agra Stone) bollard (as per drawing) of single stone piece as per approved design and drawing complete including making good the existing flooring in all respect as per direction of engineer in charge.	Nos	18.000	2011.00	36198.00

S.No.	Item	Unit	Qty.	Rate	Amount
27.00	Making bajri path including preparation of subgrade, supplying and laying brick aggregate of 50mm nominal size 7.5cm deep with blinding material consisting of 12 mm moorum and 12mm red Samod bajri consolidated with road roller as per instruction of Engineer-In-Charge.	sqm	1111.000	129.30	143652.30
28.00	Brick Edging in full brick width half brick depth including Excavation, refelling and disposal of surplus earth lead up to 50meter. (a) with common burn clay F.P.S (non modular) brick of class designation 7.5	meter	2579.000	124.30	320569.70
				<b>Total</b>	<b>17255333.73</b>

  
**Executive Engineer (Garden-I)**  
**JDA, Jaipur**

1. I/We do hereby agree to do above work @ \_\_\_\_\_ % above/below (In Figures) Schedule "G" Amount.

2. I/We do hereby agree to do above work @ \_\_\_\_\_ above/below  
(In Words) Schedule "G" Amount.

Signature of Contractor with full Address and Mobile No.