## जयपुर विकास प्राधिकरण, जयपुर

(कमरा न0 123, प्रथम तल, मुख्य भवन) इन्दिरा सर्किल, जेएलएन मार्ग, जयपुर—302004

क्रमांक : जविप्रा / अधि.अभि.-ड्रेनेज / 2018-19 / डी-64

दिनांक : 12.07.2018

## निविदा सूचना

क्मांक : जविप्रा / अधि.अभि.—ड्रेनेज / 02 / 2018-19

जयपुर विकास प्राधिकरण द्वारा जिवप्रा जोन—ड्रेनेज क्षेत्र में "ड्रेनेज—।। के अधीन गोपालपुरा बाईपास पर 200 फीट बाईपास से गुर्जर की थडी तक नाला विकास कार्य (फेज—।), जिवप्रा, जयपुर" जिसकी अनुमानित लागत रूपये 1093.64 लाख के लिये ऑनलाईन बिड्स दिनांक 17.08.2018 को सांय 6.00 बजे तक आमंत्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जिवप्रा पोर्टल पर करने की अन्तिम तिथि 17.08.2018 को सांय 6.00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण अधोहस्ताक्षरकर्ता के कार्यालय एव www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in पर देखा जा सकता है। निविदा में भाग लेने वालो को निम्न शर्तों की पूर्ति करनी होगी।

- 1. निविदा दाता जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शुल्क, अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाइन जमा करनी होगी।
- 2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदादाताओं का राजस्थान सरकार के ई—प्राक्यूमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजिकृत हो।

अधिशाषी अभियन्ता—ङ्रेनेज जविप्रा, जयपुर।

## JAIPUR DEVELOPMENT AUTHORITY

Room No. 123, First floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 Telephone: +91-141-2569696 e.mail: balchandanijda@gmail.com

No.: JDA/EE-Drainage/2018-19/D-64 Dated: 12.07.2018

#### **NOTICE INVITING BID**

NIB NO: JDA/EE-Drainage/02/2018-19

Online Bid are invited up-to 6.00 PM of 17.08.2018 for "Development of Drainage System For Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA Jaipur" estimated cost of Rs 1093.64 Lacs. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM of 17.08.2018 Details may be seen in the Bidding Document at our office or the state Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in

To participate in the bid, bidder has to be:

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

Executive Engineer-Drainage JDA, Jaipur

Dated: 12.07.2018

## JAIPUR DEVELOPMENT AUTHORITY

Room No. 123, First floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 Telephone: +91-141-2569696 e.mail: balchandanijda@gmail.com

No.: JDA/EE-Drainage/2018-19/D-64

## NOTICE INVITING BID

NIB NO: JDA/EE-Drainage/02/2018-19

	Detailed NIB
Name & Address of the Procuring Entity	<ul> <li>Name: Executive Engineer-Drainage, Jaipur Development Authority</li> <li>Address: Room No. 123, Ist Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) Email:- balchandanijda@gmail.com</li> </ul>
Subject Matter of Procurement	<ul> <li>Development of Drainage System For Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II (Phase-I), JDA Jaipur</li> <li>Job No.: 389/2015-16</li> </ul>
Bid Procedure	➤ Post Qualification Method Tender Two Stage tender (eg. Two part (Envelope) open competitive) eBid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	➤ Post Qualification Method L1 (eg. Least Cost based Selection(LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.  Website for online Bid application and	<ul> <li>Websites:www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in</li> <li>Website: www.jda.urban.rajasthan.gov.in</li> </ul>
payment	<ul> <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 1093.64 Lacs (Rupees Ten Crore Ninety Three Lacs Sixty Four Thousand only)
Bid Security Deposit	<ul> <li>Amount (INR): 2 % (Rs. 2187280/-) of Estimated Procurement Cost, 0.5% (Rs. 546820/-) 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 AA Class contractor registered in other Govt. Department / 0.5 % for Bidder registered as contractor in AA in JDA.)</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 security</li> </ul>
Date/Time/Place of Pre-Bid	security. > NA
Applying Bid and making Online Payment on JDA Portal (www.Jda.urban.rajasthan.gov.in)	➤ Start Date: 18.07.2018 from 9.30 AM onwards
Bid submission on E-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	<ul> <li>Start date: 18.07.2018 from 9.30 AM</li> <li>End date: 17.08.2018 upto 6.00 PM</li> </ul>
Date/Time? Place of Technical Bid Opening	<ul> <li>24.08.2018 at 3.00 PM</li> <li>Room No. 123, First Floor, Main Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, JDA, Jaipur- 302004 (Rajasthan)</li> </ul>
Date/Time/Place of Financial Bid Opening	➤ Success full technical bidder will be informed later on
Bid Validity	➤ 120 days from the bid submission deadline
Time period	➤ 12 Months
	receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL pid 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 gat 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. 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.
- 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- Drainage JDA, Jaipur

# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR TENDER DOCUMENTS

#### **TECHNICAL BID**

#### (POST QUALIFICATION METHOD)

**Part** – 1

#### **FOR**

NAME OF WORK: DEVELOPMENT OF DRAINAGE SYSTEM FOR
GOPALPURA BYPASS FROM 200 FEET BYPASS TO
GURJAR KI THADI UNDER DRAINAGE II (PHASE-I),
JDA JAIPUR

1. NIB No. : JDA/EE-Drainage/ 02/2018-19

2. Approximate cost : Rs. 1093.64 Lacs

Cost of the tender document : Rs.1000.00
Tender Processing Fees : Rs. 1000.00

**5.** Earnest Money : Rs. 2187280/- (for Contractor enlisted in JDA)

Rs. 546820/- (for AA class Contractor enlisted in

other Govt. Departments.)

**6. Download of tender** : 18.07.2018 from 9.30 AM to 17.08.2018 up to 6 PM

document

7. Upload the tender Document : 17.08.2018 up to 6 PM

8. Date of opening of tender : 24.08.2018 at 3 PM in Room No. 123, First Floor,

Main Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, JDA, Jaipur-

302004 (Rajasthan)

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

Executive Engineer-(Drainage) JDA, Jaipur

## JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

#### **SCHEDULE AND SPECIFICATIONS**

NAME OF WORK: DEVELOPMENT OF DRAINAGE SYSTEM FOR GOPALPURA BYPASS FROM 200 FEET BYPASS TO GURJAR KI THADI UNDER DRAINAGE II (PHASE-I), JDA JAIPUR

1. **NIB No.** : JDA/EE-Drainage/ 02/2018-19

2. Approximate cost : . Rs. 1093.64 Lacs

3. Cost of the tender document : . Rs.1000.00
4. Tender Processing Fees : . Rs. 1000.00

5. Earnest Money : . Rs. 2187280/- ( for Contractor enlisted in JDA)

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Main Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, JDA, Jaipur-

302004 (Rajasthan)

**9. Completion period of work** : 12 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 MORTH/Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer – In – Charge of the work.

#### SCHEDULE - B: LIST OF THE DRAWING TO BE SUPPLIED BY THE JDA:

The drawing may be seen in office of the undersigned.

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

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

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian Standard/ MORTH/PWD detailed specifications. 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.

#### <u>SCHEDULE – E: SAMPLES OF THE MATERIALS:</u>

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 7 days of issue of work order and complete within time limits.

SCHEDULE - G: ATTACHED SEPARATELY BASED ON JDA/RUIDP/NH BSR.

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

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

Executive Engineer-(Drainage) JDA, Jaipur

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

## JAIPUR DEVELOPMENT AUTHORITY JAIPUR

### SPECIAL CONDITION OF THE CONTRACT FOR POST QUALIFICATION OF <u>CONTRACTORS</u>

## NAME OF WORK: DEVELOPMENT OF DRAINAGE SYSTEM FOR GOPALPURA BYPASS FROM 200 FEET BYPASS TO GURJAR KI THADI UNDER DRAINAGE II (PHASE-I), JDA JAIPUR

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

#### 1. Procedure:

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

- (a) Tender document shall be submitted on line e-procurement website http:// www.eproc.rajasthan.gov.in with their digital signature. The bid is to be submitted in 2 envelop which shall comprise of-Envelop-1 being for Technical Bid and Envelope -2 being for Financial Bid. Each envelope would be sealed separately and super scribed as "Envelope-1 Technical Bid" and "Envelope-2 Financial Bid". Both envelopes would be placed in Third envelope duly sealed, bearing the name of work and the name of the bidding contractor. In this third envelope, envelop of earnest money, VAT clearance certificate last issued by Government in current financial year 2017-18 and copy of registration of contractor in required category should also be kept.
- (b) The technical bid will be opened only of whose bidders those proper Earnest money, VAT clearance certificate last issued by Government in current financial year 2017-18 and copy of registration of contractor in required category are found to be in order. The Tender fee, processing fee and earnest money will deposited Online.
- (c) The Technical Bid envelope would be opened on the date 24.08.2018 at PM in Room No. 123, First Floor, Main Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, JDA, Jaipur- 302004(Rajasthan)
- (d) The Financial Bid envelope would be opened only of those bidders who fulfill all the **POST OUALIFICATION**criteria.

Note: If VAT clearance certificate is not applicable in any State then appropriate proof is to be enclosed by bidder with certificate which is applicable in place of VAT.

#### 2. Criteria:

Criteria for POST QUALIFICATION would be as follows:-

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

(b)

S.No.	Item	Quantity
1.	Pre cast RCC Box (Size 1.0m x 1.0m and above)	1844.00 Rmt
2.	Reinforcement	40854.00 Kg
3.	Controlled C.C. of M-30 and above	476.00 Cum
4.	Steel gate grating	27280.00 Kg

#### Note:-

- (i) The Bidder should enclose the certificate having quantities Financial year wise otherwise 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, and Govt. Undertakings, Autonomous Bodies shall only be considered.
- (c) The bidder should have completed at least **one similar nature of work**in **last Threefinancial year** (including current year, if opted by the bidder) of value not less than 50 % (Rs. 546.82 lacs) of the Estimated 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.
- (d) The bidder should have achieved an annual financial turnover of at least 60 %(Rs.656.185 lacs)of the Estimated Cost of the work (bid cost) in any one of **last Threefinancial years** (including current year, if opted by the bidder)

#### Note:-

- (i) The bidder should enclose certificate of Turnover 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.
  - (e) The bidder should give declaration to deploy the machinery and equipment as specified in Schedule III. for the execution of this work.
  - (f) 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:

#### Bid Capacity= $(A \times N \times 3 - B)$

- Where A = Maximum value of civil engineering work executed in any one year during the last 5 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt current year in the five year assessment period
  - N = Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 1.00
  - B = Value, at present pricelevel of existing commitments andon 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.
- (g) Litigation History: Bidder should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The maximum value (updated at the present price level) of disputed amount claimed in the litigation / arbitration resulting from contracts executed in last five years shall be deducted from the calculated Bid Capacity of the bidder. The details shall be furnished in Schedule VI. If schedule VI is found Blank then it will be treated as NIL.

#### Note:-

(i) The present price level for turnover, cost of completed work & disputed amount of similar nature, the previous years value shall be given weight age of 10% per year as follows:-

(a)	For current year	1.00
(b)	For year 2017-2018	1.00
(c)	For year 2016-2017	1.10
(d)	For year 2015-2016	1.21
(e)	For year 2014-2015	1.33
(f)	For year 2013-2014	1.46

#### 3. **Documentation**:

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

- (a) Information regarding financial resources and capability in Schedule –I.
- (b) Information regarding works executed in the last five years in Schedule-II
- (c) Certificates from the concerned Engineer-In-Charge in support and verification of the information furnished in Schedule-II
- (d) Declaration regarding machinery and equipment required for deployment, as detailed in Schedule 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.If is found any stage that the bidder hides his existing commitments than proper action will be taken as per RTPP act and Rules.
- (g) Information regarding details of litigation or arbitration contracts to be furnished in Schedule VI. If Schedule-VI is found Blank then it will be treated as NIL.
- (h) Calculation of Bid capacity in Schedule VII.
- (i) Affidavit as per Annexure I.
- (j) Declaration 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 a declaration that the information furnished in schedule I to VII is correct. If any information is found incorrect, the offer of the bidder shall be rejected and action be taken as per rules.

(c) Bidders must do paging of all enclosure of bid documents.

#### 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 (j) or is not in accordance with procedure specified in Para 1, or is not accompanied with earnest money, tender fee, processing fee& 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 supportor declaration is not duly attested by self then bid of the bidder is to be rejected.

#### 6. Conditions for Joint Venture; Eligibility:-

- (i) The bid for this contract will be considered only from those bidders (proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures) who meet requisite qualification criteria prescribed. In case of a J.V. or consortium, all members of the group shall be jointly and severally responsible for the performance of whole contract.
- (ii) A non-Indian firm is permitted to tender only in a consortium arrangement or joint venture with their wholly owned Indian Subsidiary registered in India under Companied Act- 1956 or any other Indian firm having minimum participation interest of 26%.
- (iii) **Conflict of interest-**Bidders shall not have conflict of interest. All bidders to have a conflict of interest in this bid shall be disqualified. Bidders shall be considered to have a conflict of interest if:
  - a. One firm applies for bid both as an individual firm and in a group
  - b. If bidders in two different applications have controlling shareholders in common
  - c. Submit more than one application in this bid process
  - d. If the bidder has participated as a consultant or it has more than 50% stake in consultant engaged in the preparation of the design or technical specifications of the works that are subject to this bid
  - e. A firm which has purchased the bid documents in their name can submit the bid either as an individual firm or as Joint Venture/ Consortium
  - f. Bidders must not have been black listed or de registered by any Central/ State Government department of Public Sector Undertaking. Also no work of the bidder must have been rescinded by the client after award of contract during last 10 years. The bidder should submit undertaking on Non Judicial Stamp of Rs 10/- and duly attested by Notary Public to this effect in the Performa of Annexure 2.
- (iv) A firm shall submit only one bid either by himself, or as a partner in a joint venture, or as a member of consortium. If a firm submits more than one bid by himself, or as partner in a joint venture, or as a member of consortium, all the bids in which he has participated shall be considered invalid.
- (v) All bids submitted shall include the following information.
  - 1. All the bidders shall submit with his bid, general information about the bidder in prescribed Performa of (Annexure 1, Page 1 of 2) with full details of his ownership and control and, if the bidder is joint venture or consortium, full details of ownership and control of each member thereof (Annexure 1, Page 2 of 2)
  - 2. In case the bidder comprises a joint venture or consortium, following requirements shall also be complied with:
    - a. The total number of JV partners shall not exceed 2 (Two).

- b. They must designate lead partner duly authorized by all the members who will represent the J.V. Any of the two partners can be lead partner. The lead partner shall be nominated as being partner-in-charge and this authorization shall be evidenced by submitting power of attorney signed by the legally authorized signatories of all the partners.
- c. The partner-in- charge (or, the lead partner) shall be authorized to incur liabilities and to receive instructions on the behalf of the partners of the Joint Venture, whether jointly or severely, and entire execution of the contract (including payment) shall be carried out exclusively through the partner- in- charge.
- d. The share of one of the two partners shall not be less than 26% and rest of the share shall be held by other partner (For example if share of one partner is 26% then for other partner it will be 74%.) The JDA will only send communication to the lead partner, which will be deemed to have been sent to all the J.V. partners. Similarly, any negotiation and / or agreement with the lead partner shall be deemed to have been concluded with all the J.V. partners. All the members of J.V. shall be bound by the said communication and all acts/ deeds of the lead member.
- e. Any one of the two partners, alone, should fulfill the Technical Criteria laid down in clause 2a & 2b of Special Conditions. Similarly, any one of the two partners, alone, should fulfill the Financial Criteria laid down in clause 2c of Special Conditions. For rest of the eligibility criteria, qualifications of the two partners may be clubbed together.
- f. The individual partner of J.V. alone or with other partners cannot participate in the same bid.
- g. Bid capacity is to be calculated by clubbing turn over and work in hand of all the joint venture firms.
- h. Attested copy of the MoU / Agreement/ Power of attorney entered into by the joint venture / consortium members duly notarized shall be submitted along with the bid with intended percentage participation nomination of lead member and division of responsibility to clearly define the work of each member etc.
- i. All the members of the joint venture/ consortium shall be jointly and severally liable for the execution of the Contract.
- j. In the event of default by any member of the joint venture/ consortium in the execution of his part of the contract, the partner-in-charge will have the authority to assign the work to any other party acceptable to the employer to ensure the execution of the part of contract.
- k. If initially the bid has purchased and submitted by the any partner or by the JV Firm, in case of JV bid accepted the work order will be issued in favour of name of JV and the bidder will submit details of JV bank account to which payment is to be deposited by JDA.
- 1. The experience certificate will be issued as per percentage of the shareholders defined in the JV agreement of the two partners.
- (vi) To qualify for award of contract, the bidders shall submit a written power of attorney authorizing the signatory (ies) of the bid to commit the bidder or each member of the joint venture/ consortium. In case of foreign members, power of attorney(s) and board resolution confirming authority on the persons issuing the power of attorney for such actions, shall be submitted duly notarized by the notary public in the country of origin and stamped by the Indian Embassy/ High Commission.
- (vii) Cancellation, modification or creation of a document such as power of attorney, partnership deed, constitution of firm etc., which may have bearing on the bid / contract, shall be communicated forthwith in writing by the bidder to the Engineer-in-charge or Employer.
- (viii) The bidder should confirm and declare that in the bid submitted that they, or any associate have not engaged in any fraudulent and corrupt practice and that no agent, middleman, or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award of this contract.

To ensure the consistency in the bidding process clarifications/documents which can be sort from bidders after opening of technical bid as RTPP Act/Rules 2012 & 2013.

#### **SPECIAL CONDITIONS**

#### **SCHEDULE 'H'**

- 01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. This shall have to be arranged by the contractor at his own level/cost.
- 02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
- 03. The contractor shall follow the contractor lab our regulation and abolition Act 1970 & Rule 1971.
- 04. The JDA shall have right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful; for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
- 05. Tax exemption/Tax liabilities if any shall be applicable as per prevailing government rule and bidder has to consider this while quoting the rates.
- 06. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 07. Whenever any claim against the contract for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
- 08. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
- 09. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3 para 36) and subsequent modification.
- 10. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
- 11. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
- 12. If any tender withdraws his tender prior to expiry of said validity period given at S. No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period, which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he will stand debarred from participating in tendering in JDA for Six Months in addition to forfeiture of Earnest Money/Security Deposit/Performance Guarantee and other action under agreement.
- 13. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tar boiler, sprayer etc.
- 14. The contractor shall arrange his own storage tanks up to 10 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
- 15. Rules regarding enlistment of contractors provide that work up to the time five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.

- 16. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
- 17. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
- 18. The rates provided in tender documents are inclusive of all Taxes royalty. Bidder will be responsible for compliance of GST Act./Rule.
- 19. For paver work at least 3 road rollers shall be simultaneously deployed.
- 20. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
- 21. 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.
- 22. Undersigned has full right to reject any or all tenders without given any reasons.
- 23. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
- 24. 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."
- 25. The tenderer are required to submit copy of their enlistment as contractor.
- 26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
- 27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
- 28. The contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
- 29. Special Conditions of Contract regarding Defect Liability Period (DLP) for roads works costing Rs. 25.00 lacs and more shall be applicable.
- 30. All the provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

Executive Engineer-(Drainage) JDA, Jaipur

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

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

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

Table-I

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

#### 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 malbaetc 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	Once in a year, generally
	type of damages.	before rains.
2	Cleaning of inner portion of the drains by removing the	As and when required.
	covers at regular interval and carriage and disposal of malba	
	etc.	
3	Insurance of proper functioning of drains including civil	As and when required.
	maintenance and desilting of drains.	

#### 2. General

- 2.1 Inspection of works during Defect Liability Period
- 2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at IDP once in three months in case of all Drain works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those Drain sections, which are likely to be damaged during rainy season.
- 2.1.2 One register has to be maintained by every A.E.n for recording the inspection details of works in his jurisdiction under defect liability period.
- 2.2 Conditions regarding Security Deposit
- 2.2.1 Security for DLP-The contracting agency shall have to furnish security deposit (SD) in the form of BG 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	1st year	2nd year	3 <sup>rd</sup> year	5 <sup>th</sup> year
	DLP period	•	-	-	•
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc ( as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT-1/2/3/5 years, Drain-3 years etc.
- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.

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

% recovery on withdrawal of DLP of work order DLP period		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	9.00	7.88	6.45	4.62	2.47

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

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

#### 2.2.3 Force Majeure

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

Signature of Contractor With Full Address Executive Engineer-(Drainage) IDA, Jaipur.

**Special conditions of contract regarding Drainage Work** 

1. Pre-cast RCC boxes and cast in situ drain shall be allowed at site having minimum quantity of steel

as per the structural design enclosed. Since structural safety of the structure is primary responsibility

of the bidder; therefore successful bidder may get proof checked the design from MNIT/IIT at his

own level.

2. The trench width for laying precast boxes/pipes/cast in-situ drain etc. should be as

specified for execution/measurement restoration of road / payment etc. Additional width of cutting

of the road if any, beyond specified shall be borne by the agency; therefore, necessary cautions and

care should be taken during execution.

3. All the Ferro cement covers on man holes & main bars of steel gratings on drainage spouts should be

kept right angle to flow of traffic and flushed with road surface. Ferro cement cover and Grill grating

should be placed at specified distance w.r.t median of the road.

4. The Ferro cement cover should be placed with-in specified RCC frame constructed so the Ferro

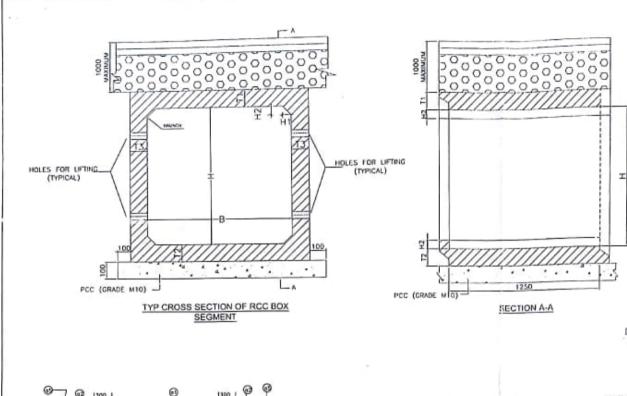
cement cover may be removed and then re-placed safely after cleaning, as and when required.

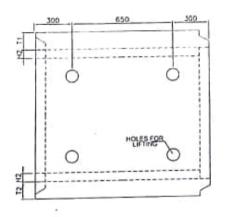
5. The man holes having height more than 2.00 Mts should have foot-steps at suitable interval.

6. Design of Barricading as per item No-1 of Schedule-G is enclosed.

Signature of Contractor With Full Address Executive Engineer-(Drainage) JDA, Jaipur.

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TOP PLAN SHOWING POSITION OF LIFTING

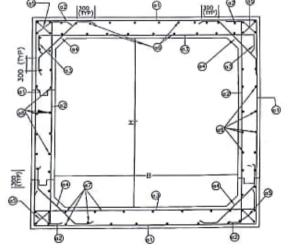
J. L. N. Lin ... L. port

Civil Engin . - - Computement SCHEDULE OF DIMENSIONS

and John of u. Marg. Jaipur

MINIT

S.NO	В	н	ті	T2	тз	н	нг
	(mm)						
1	1000	1000	125	125	125	125	125



REINFORCEMENT DETAIL OFSINGLE

CELL BOX

	BAR MARK	BAR SHAPE	BAR DIA.	SPACING (MM)
	at		8	100 C/C
SION	Sa	1	8	100 C/C
CULVERT DINENSION)	и.3		a	100 C/C
	84		a	100 C/C
CELL BOX	n.5	_	6	4-NOS
	a.6		8	200 C/C
SINGLE X 1000	1.7			200 C/C
FOR 3	a.8	-		200 C/C
_	n.9		0	200 C/C

SCHEDULE OF REINFORCEMENT

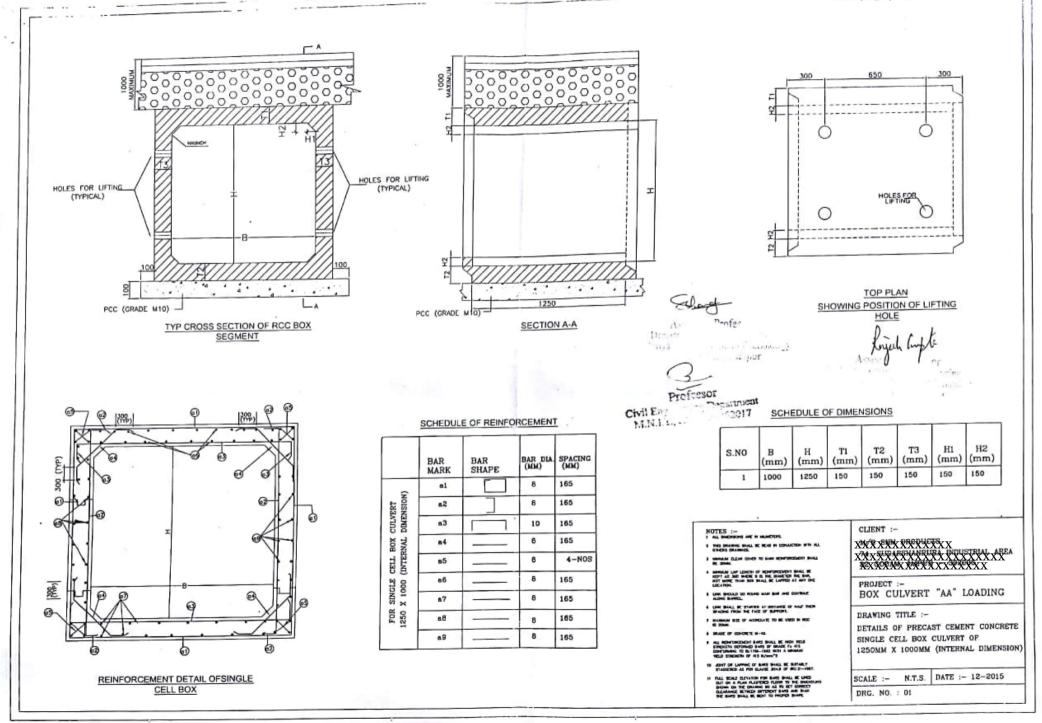
CLIENT :-

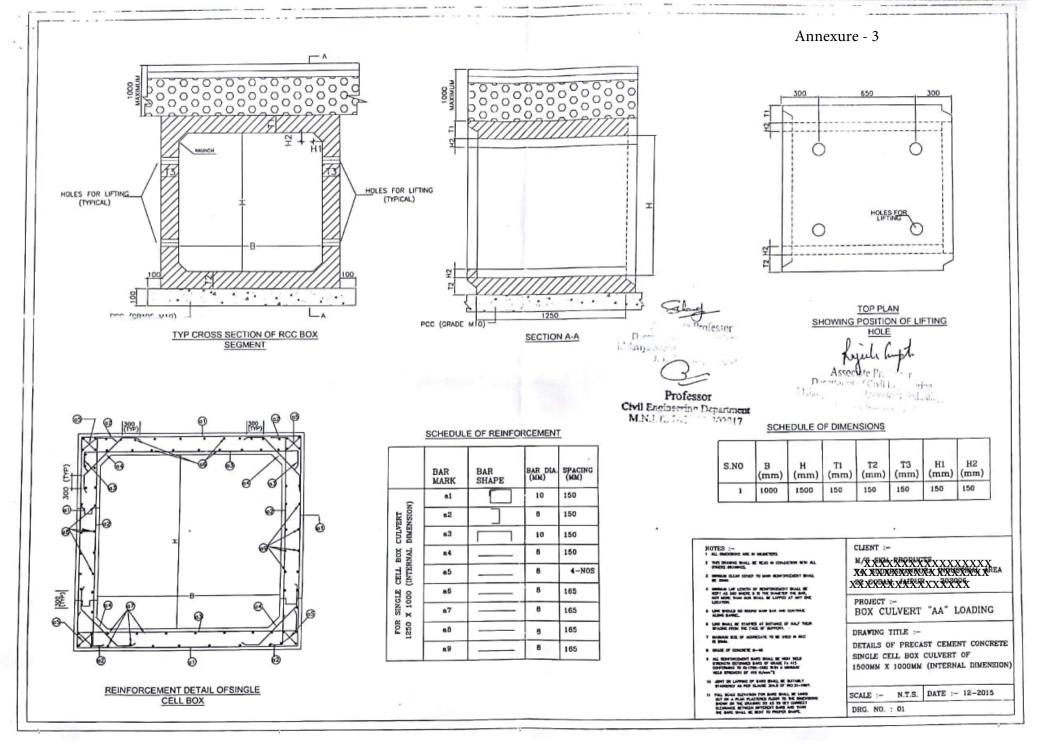
BOX CULVERT "AA" LOADING

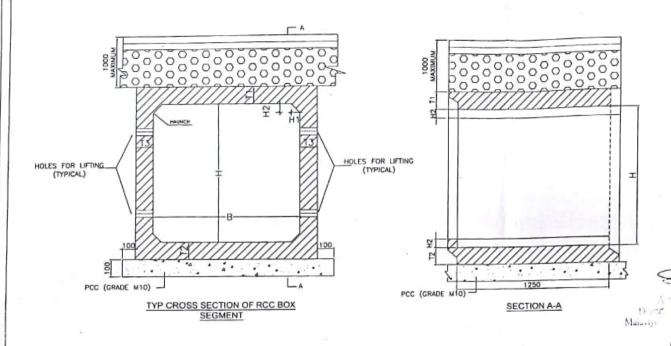
DRAWING TITLE :-

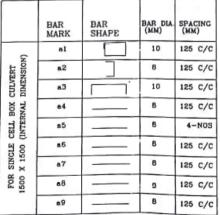
DETAILS OF PRECAST CEMENT CONCRETE SINGLE CELL BOX CULVERT OF 1000MM X 1000MM (INTERNAL DIMENSION)

SCALE :- N.T.S. DATE :- 12-2015 DRG. NO. : 01

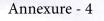


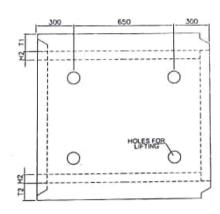






				-
	BAR MARK	BAR SHAPE	BAR DIA (MM)	SPACING (MM)
_	al		10	125 C/C
ISTON	a2		8	125 C/C
CELL BOX CULVERT (INTERNAL DIMENSION)	a3		10	125 C/C
	a4		В	125 C/C
CELL BOX (INTERNAL	a5		8	4-NOS
	a.6		8	125 C/C
X 1500	a7		8	125 C/C
FOR 3	<b>a</b> 8		0	125 C/C
-	89		В	125 C/C





TOP PLAN SHOWING POSITION OF LIFTING

Professor

SCHEDULE OF DIMENSIONS

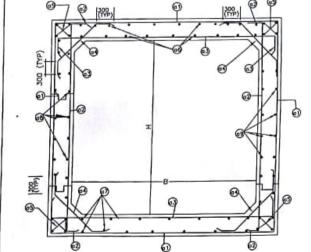
S.NO	B	H	Ti	T2	T3	HI	H2
	(mm)						
1	1500	1500	190	190	190	190	190

CLIENT :-MASSESSON X PROXINCES X

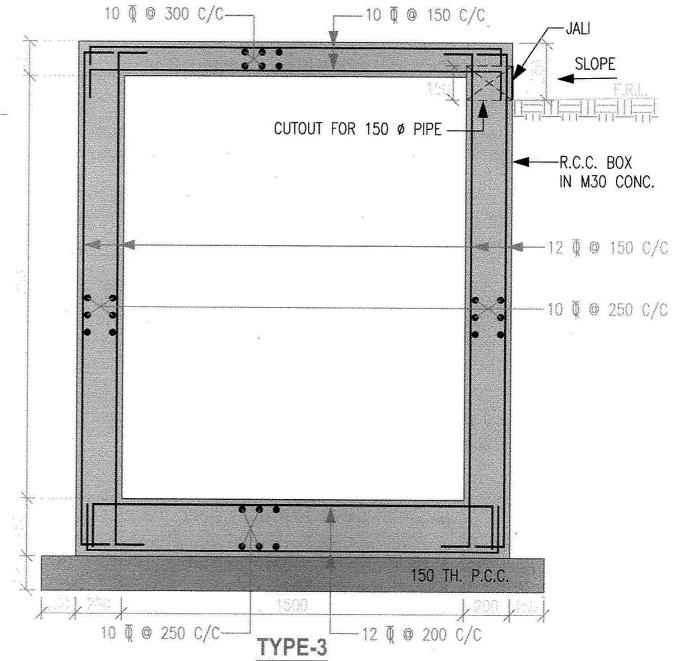
BOX CULVERT "AA" LOADING

DRAWING TITLE :-DETAILS OF PRECAST CEMENT CONCRETE SINGLE CELL BOX CULVERT OF 1500MM X 1500MM (INTERNAL DIMENSION)

SCALE :- N.T.S. DATE :- 12-2015 DRG. NO. : 01



REINFORCEMENT DETAIL OFSINGLE CELL BOX

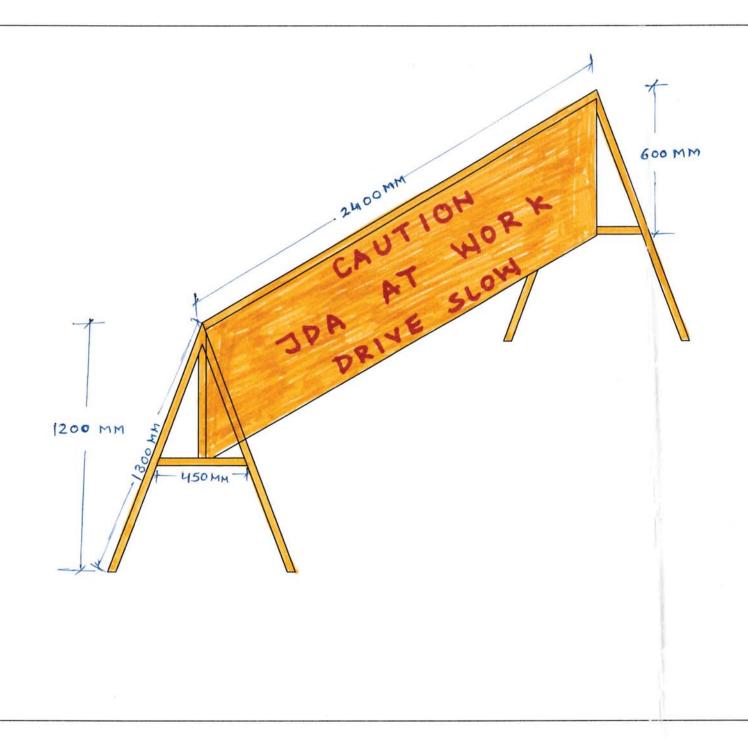


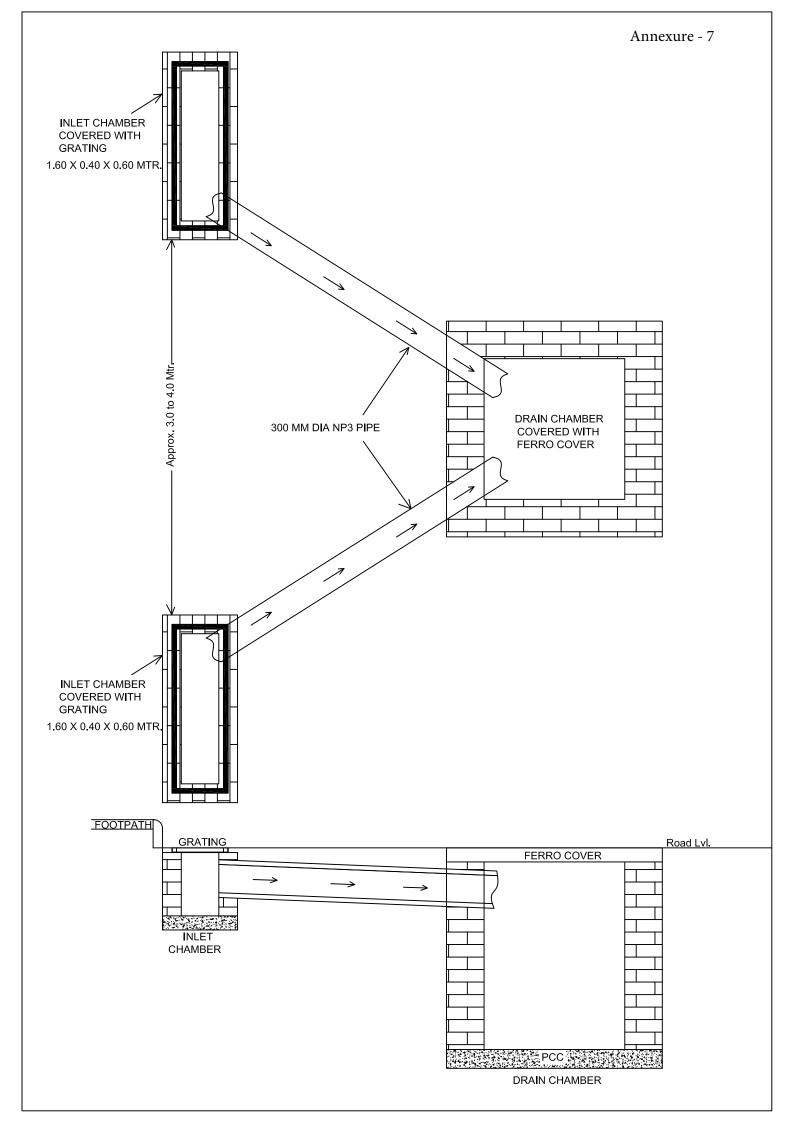
TYP. SECTION OF 1.5 M. x 2.0 M. BOX DRAIN (SECTION @ SIDE WALK)

SCALE :~ 1:25

Los

Ougl. En





## (Format of the Bank Guarantee Bond Against Earnest Money Deposit, En cashable at branch of the bank in Jaipur City).

The Secretary, Jaipur Development Authority Jaipur.

	Whereas Jaipur Development Authority through Executive Engineer (Drainage), (hereinafter called
	Jaipur Development Authority') has called for tenders for execution of work " Development of
	age System For Gopalpura Bypass from 200 feet bypass to Gurjar ki Thadi under Drainage II
	e-I), JDA Jaipur'' estimated to cost Rs(Rupeesonly) on
	or any extended date as per normal rules.
1.	In consideration of Jaipur Development Authority having made such a stipulation in Rules and M/s
	(name of contractors) are desirous of depositing Earnest Money Rs.
	(Rupeesonly) in the form of Bank Guarantee as Earnest Money in order to
	participate in the tender for work abovementioned as per Rules and will be so permitted on
	production of a Bank Guarantee for Rs (Rupeesonly) We(name and
	address fo Bank) having Registered office hereinafter referred to as the Bank at the request of M/s
	Contractor (s), do hereby undertake to pay to Secretary, Jaipur Development
	Authority an amount not exceeding Rs/- (Rupeesonly) on demand.
2.	We, do hereby undertake to pay Rs.
	any demur or delay, merely on a demand from Secretary, Jaipur Development Authority any such
	demand made on the bank by the Jaipur Development Authority shall be conclusive and payable by
	the Bank under the guarantee. The Bank Guarantee shall be completely at the disposal of Secretary,
	Jaipur Development Authority and We(name and address of bank ), bound ourselves with
	all directions given by Jaipur Development Authority regarding this Bank Guarantee However our
	Liability under this guarantee shall be restricted to an amount not exceeding Rs/-
	(RupeesOnly).
3.	We the(Name and address of Bank), undertake to pay Jaipur Development Authority any
	money so demanded notwithstanding any dispute or disputes raised by the contractor (s) any suit or
	proceeding pending before any Court or Tribunal or Arbitrator etc. Relating thereto our liability
	under these presents being absolute, unequivocal and unconditional.
4.	We(Name and address of Bank), further agree with Jaipur Development Authority that the
	Jaipur Development Authority shall have the fullest liberty without our consent and without
	affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said
	Agreement or to extend time of performance by the said Contractor (s) from time to time or to
	postpone for any time or from time to time any of the powers exercisable by the Jaipur Development
	Authority against the said Contractor (s) and to forbear or enforce any of the terms and conditions
	relating to said agreement and we shall not be relieved from our liability by reason of any such
	variation, or extension being granted to the said Contractor (s) or for any forbearance, act or
	omission on the part of the Jaipur Development Authority or any indulgence by the Jaipur
	Development Authority or the said Contractor (s) or by any such matter or thing whatsoever which
	would but for this provision have effect of so relieving us.
5.	

due to the change in the constitution of the Bank or the Contractor (s).

- 6. We .......(Name and address of Bank) ...., lastly undertake not to revoke this guarantee except with the consent of Jaipur Development Authority in writing.
- 7. This Bank Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Jaipur Development Authority. Not withstanding anything mentioned above, our liability against this guarantee is restricted to Rs......
- 8. It shall not be necessary for Jaipur Development Authority to proceed against the contractor before proceeding against the guarantee herein contained shall be enforceable against the Bank not withstanding any security which Jaipur Development Authority may have obtained or obtain from the Contractor.
- 9. That on demand of JDA, this Bank Guarantee is encashable at following branch in Jaipur City.
  - 1. Name of Bank:
  - 2. Name of the branch with branch code:
  - 3. Address:
  - 4. E-Mail Id:
  - 5. Telephone No.
  - 6. Fax No.:

If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

- 10. We ........(Name and address of Bank) ...., undertake that the amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through IFSC Code No ICIC0006754, Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.
- 11. All claims under the guarantee will be payable at Jaipur.

  This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled' The BG Confirmation letter No is an integral part of the BG No.

Date	_Signature of the Bank	
Witness	Seal	
[Signature, Name and Address]		

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

### SCHEDULE – I FINANCIAL RESOURCES AND CAPABILITY

[Reference clause 3 (a)]

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

S.No.	Year	Turnover
(1)	Current year	
(2)	2017-2018	
(3)	2016-2017	
(4)	2015-2016	
(5)	2014-2015	
(6)	2013-2014	

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 tendering 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

G.	Name of Works		Principal Items of work ce		Principal Items of work		Page No. Where certified Copies Enclosed
S. No.	(with agreement No. & Date)	Client	(district /state)	Financial Year	Name of Item	Qty	

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

To be given Declaration, duly self attested

## SCHEDULE – III [Reference Clause 3(d)]

### **DECLARATION**

I/We------Proprietor/ Partner/ Authorized signatory of M/s ------under Self Declaration 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	Availability	
S. 110.	Name of Machinery	Requirement	Owned	Leased
	For DRAIN WORKS:			
1.	Hydra 9 Tonne/ 12 Tonne	1 no.		
2.	JCB	2 no.		
3.	Dumper	4 no.		
4.	Computerized batch mix plant 15 cum and above	1 no.		
5.	Transit Mixer	3 no.		
6.	Concrete pump	1 no.		

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

Date:

Signature of Bidder

(With seal, wherever applicable)

## **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

S. N.	Name of Works (with agreement No. & Date)	Client	Place (district / state)	Financial Year	Cost of Work as per Work Order	Stipulated date of commencement	Stipulated date of completion	Value of work done during the year	Page No.

## **SCHEDULE - V**

## [Reference Clause 3(f)]

## DETAILS OF EXISTING COMMITMENTS & ON GOING WORKS TO BE COMPLETED IN NEXT ONE YEAR FROM DATE OF SUBMISSION OF BID

S. No.	Name of Works (with agreement No. & Date)	Client	Cost of Work as per Work Order	Stipulated date of commencement	Stipulated date of completion	Value of balance work on date of tender	Likely date of completion of balance work	Page No.

Remark: It is found at any stage that the bidder hides his existing commitments than proper action will be taken as RTPP Act and Rules.

## **SCHEDULE - VI**

## [Reference Clause 3(g)] DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

S. No.	Name of Works (with agreement No. & Date)	Client	Work Order Amount	Disputed Amount Claimed in Litigation / Arbitration	Date of Raising Disputed Amount	Actual Award Amount, if the case is Decided	Cause of Litigation & matter in Dispute

Remark: If schedule VI is found Blank then it will be treated as NIL.

## SCHEDULE –VII [Reference Clause 3(h)] BID CAPACITY

Name of Bidder:	

1.	A = Maximum value of civil Engineering works			Certified details e	enclosed
	Executed in any one year during the last five	]	Lacs	atPage No	
	Years (Updated to present price level)				
2.	N = Number of years prescribed for completion of the Work				
	for which bids are invited (In present case value of N	1.00			
	shall be 1.00)				
3.	B = Value, at present price level of existing			Certified details e	enclosed
	Commitments and on going works to be	]	Lacs	at Page No	
	Completed during the next N Period.			_	

Bid Capacity =	A x N x 3 - B
=	Lacs

Annexure-I
(Reference Clause 3(i))
To be given Self Declaration,
duly Self attested

## **Self Declaration**

I/WeS/O ShriAgeYear
ResidentofDistrictRajasthan. Proprietor/
Partner/ Authorized signatory of M/s here by
declare that the information furnished by me/us in Schedule I to VII of the Technical
Bid for "Drainage Project for Prathvi Raj Nagar (South) Sanganer area" is correct
to the best of my/our knowledge and belief and nothing has been concealed therein. I
am well aware of the fact that if the information given by me is proved false/not true, I
will have to face the punishment as per the law. Also all the benefits availed by me
shall be summarily withdrawnand JDA has right to reject the Bid and to take action
against me/us as per rules.
Attach-ID
Proprietor/ Partner/ Authorized signatory
M/s

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

Any person participating in a procurement process shall:-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) Not indulge in any collusion, Bid rigging or anti- competitive behavior to impair the transparency, fairness and progress of the procurement process.
- (d) Not misuse any information shared between the procuring entity and the bidders with 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 bidding process must not have a Conflict of Interest.

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

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

Annexure B: Declaration by the Bidder regarding Qualifications:-
<b>Declaration by the Bidder</b>
In relation to my/ our Bid submitted to for
procurement of
Inviting Bids No Dated I/We hereby declare under
section 7 of Rajasthan Transparency in Public Procurement Act. 2012, revisions
that:
1. I/we possess the necessary professional, technical, financial and managerial
resources and competence required by the Bidding Document issued by the
Procuring Entity:
2. I/ we have fulfilled my/our obligation to pay such of the taxes payable to the
union and the State Government or any local authority as specified in the
Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have
my/our affairs administered by a court or a judicial officer, not have my/our
business activities suspended and not the subject of legal proceeding for any of
the foregoing reasons:
4. I/we do not have, and our directors and officers not have, been convicted of any
criminal offence related to my/our professional conduct or the making of false
statements or misrepresentations as to my/our qualifications to enter into a
procurement contract within a period of three years preceding the
commencement of this procurement process, or not have been otherwise
disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the
Bidding Document, which materially affects fair competition;

Date: Signature of bidder Place: Name: Designation: Address:

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

The designation and address of the first Appellate Authority is **E.C. JDA Jaipur**The designation and address of the Second Appellate Authority is **ACS (UDH Deptt)**Govt of Rajasthan.

#### (1) Filling an appeal:

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document with in a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or Prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first Appellate Authority, as the case may be.

#### (4) Appeal not to lie in certain cases.

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

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

#### (5) Form of Appeal:

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

#### (6) Fee for filing appeal:

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be nonrefundable.
- (b) The fee shall be paid in the form of Bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

#### (7) Procedure for disposal of appeal:

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

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

#### 1. Correction of arithmetical errors

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

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring Entity there is an obvious misplacement of the decimal point in the unit pric, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 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 Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50 % of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or other wise and the extra cost incurred shall be recovered from the supplier.

## 3. <u>Dividing quantities among more than one Bidder at the time of award</u> (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 is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

## Form No. 1

## [See rule 83]

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

Appea	ıl	No Of	:
		Before the	,
(First/	Second	Appellate Authority)	
1.	Particu	ılars 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.	Numbe	er and date of the order appealed against and name and	
	design	ation of the officer/authority who passed the order (enclose	;
	copy),	or a statement of a decision, action or omission of the	;
	Procur	ing Entity in contravention to the provisions of the Act by	,
	which	the appellant is aggrieved:	
4.	If the	Appellant proposes to be represented by a representative, the	;
	name a	and postal address of the representative:	
5.	Numbe	er of affidavits and documents enclosed with the appeal:	
6.	Groun	ds of	:
	appeal	·	
	(Suppo	orted by an affidavit)	
7.	Prayer		
Place .			
Doto			

#### GENERAL INFORMATION OF TENDERER

ANNEXURE\_1

(Page 1 of 2)

Refer clause 6(v,1) of Special Conditions of Contract

A. BIDDER INFORMATION SHEET						
BIDDER s Legal Name	Sole Proprietorship Firm/Partnership F	irm /Private Limited				
	Company/Public Limited Company/ Joint Venture/Consortium					
In case of single entity, ownership &						
control of the Tenderer						
In case of JV/Consortium, Legal	Legal Name of JV/Consortium member	% participation				
name of each partner with						
percentage participation (also						
Provide information of each member						
in separate sheet (Page 2 of 2)						
Lead member of JV/Consortium,						
Bidder's actual or intended country						
of constitution						
Bidder's legal address, telephone						
numbers, fax numbers, e-mail						
address.						
Bidder's authorized representative or						
person-in-charge in case of						
JV/Consortium, (name, designation						
address)						

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF BIDDER

B. JV/C	CONSORTIUM MEMBER INFORMATION
JV/Consortium Member of	
Legal Name	
Legal status of the	Sole Proprietorship Firm/Partnership Firm /Private
JV/Consortium Member	Limited Company/Public Limited Company
Ownership & control of the	
JV/Consortium Member	
JV/Consortium Member	
country of constitution	
JV/Consortium Member of	
legal address, telephone	
numbers, fax numbers, e-mail	
address)	
JV/Consortium Member's	
authorized representative	
(name, designation address)	

#### ATTACH ATTESTED COPIES OF FOLLOWING ORIGINAL DOCUMENTS

- Document in support of legal status and ownership & control of the bidder or each member in case of JV/Consortium (undertaking for sole proprietorship/ partnership deed/ Memorandum & Articles of Association
- In case JV/Consortium, submit MoU/Agreement (duly notarized) entered into by the joint venture/consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.
- Authorization/POA in favour of authorized representative of tenderer to represent the bidder and also in favour of authorized representative of each member in case of JV/Consortium

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF BIDDER

(Refer clause 6 (iii)f, of Special Conditions of Contract)

#### UNDERTAKING FOR NOT BLACKLISTED

(On a Non Judicial Stamp of Rs 10/- and duly attested by Notary Public)

We do hereby undertake that we have not been Blacklisted or Deregistered by any Central/State Government or Public Sector Undertaking, Autonomous Bodies etc., and also that none of our work has rescinded by the client after award of contract during last 10 years.

Stamp and Signature of Authorized Signatory

#### Note:

- 1. In case of J.V./ Consortium, the undertaking shall be submitted by each member of the JV/ Consortium.
- 2. The undertaking shall be signed by authorized signatory of the bidder or constituent member in case of JV/ Consortium.

#### 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/RICS) will be available.

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

If the bidder selects payment mode as EFT (NEFT/RTGSL "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



# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR TENDER DOCUMENTS

#### **FINANCIAL BID**

Part - 2

#### **FOR**

NAME OF WORK:

DEVELOPMENT OF DRAINAGE SYSTEM
FOR GOPALPURA BYPASS FROM 200 FEET
BYPASS TO GURJAR KI THADI UNDER
DRAINAGE II (PHASE-I), JDA JAIPUR

**10. NIB No.** : JDA/EE-Drainage/ 02/2018-19

11. Approximate cost : . Rs. 1093.64 Lacs

12. Cost of the tender document : . Rs.1000.00
13. Tender Processing Fees : . Rs. 1000.00

**14.** Earnest Money : . Rs. 2187280/- ( for Contractor enlisted in JDA)

. Rs. 546820/- (for AA class Contractor enlisted in

other Govt. Departments.)

**15. Download of tender** : . 18.07.2018 from 9.30 AM to 17.08.2018 up to 6 PM

document

**16. Upload the tender Document** : 17.08.2018 up to 6 PM

**Date of opening of tender** : . 24.08.2018 at 3 PM in Room No. 123, First Floor,

Main Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, JDA, Jaipur-

302004 (Rajasthan)

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

Executive Engineer-(Drainage) JDA, Jaipur

### JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

#### SCHEDULE AND SPECIFICATIONS

NAME OF WORK: DEVELOPMENT OF DRAINAGE SYSTEM

FOR GOPALPURA BYPASS FROM 200 FEET BYPASS TO GURJAR KI THADI UNDER

DRAINAGE II (PHASE-I), JDA JAIPUR

1. NIB No. : JDA/EE-Drainage/ 02/2018-19

2. Approximate cost : . Rs. 1093.64 Lacs

3. Cost of the tender document : . Rs.1000.00
4. Tender Processing Fees : . Rs. 1000.00

5. Earnest Money : . Rs. 2187280/- ( for Contractor enlisted in JDA)

. Rs. 546820/- (for AA class Contractor enlisted in

other Govt. Departments.)

**6. Download of tender document** : . 18.07.2018 from 9.30 AM to 17.08.2018 up to 6 PM

7. Upload the tender Document : 17.08.2018 up to 6 PM

8. Date of opening of tender : . 24.08.2018 at 3 PM in Room No. 123, First Floor,

Main Building, Ram Kishore Vyas Bhawan, Indira

Circle, Jawahar Lal Nehru Marg, JDA, Jaipur-

302004 (Rajasthan)

**9. Completion period of work** : 12 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 MoRTH/Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer – In – Charge of the work.

The bid will be opened only of those bidders deposit proper bid security, processing fee, tender fee, VAT clearance certificate last issued by Government in current financial year 2017-18 and copy of registration of contractor in required category are found to be in order.

#### SCHEDULE - B: LIST OF THE DRAWING TO BE SUPPLIED BY THE JDA:

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 /MoRTH/PWD detailed specification. Qualified personnel as required under the contractor enlistment rules duly approved by the Deptt. shall have to be engaged at site by the Contractor. The deptt. Reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

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

The sample of the materials to be used by the contractor shall be deposited 15days in advance with the Engineer In charge and be got approval by him before use.

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

The work should start within 7 days of issue of work order and complete within time limits.

SCHEDULE - G: ATTACHED SEPARATELY BASED ON JDA/RUIDP/NH BSR.

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

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

Executive Engineer-(Drainage)
JDA, Jaipur

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

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

Any person participating in a procurement process shall:-

- (j) 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.
- (k) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (l) Not indulge in any collusion, Bid rigging or anti- competitive behavior to impair the transparency, fairness and progress of the procurement process.
- (m) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process.
- (n) 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.
- (o) Not obstruct any investigation or audit of a procurement process.
- (p) Disclose conflict of interest, if any and.
- (q) 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 bidding process must not have a Conflict of Interest.

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

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

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

<b>Declaration by the Bidder</b>
In relation to my/ our Bid submitted to for
procurement of
nviting Bids No Dated I/We hereby declare under
section 7 of Rajasthan Transparency in Public Procurement Act. 2012, that:
5. I/we possess the necessary professional, technical, financial and managerial
resources and competence required by the Bidding Document issued by the
Procuring Entity:
7. I/ we have fulfilled my/our obligation to pay such of the taxes payable to the
union and the State Government or any local authority as specified in the
Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have
my/our affairs administered by a court or a judicial officer, not have my/our
business activities suspended and not the subject of legal proceeding for any of
the foregoing reasons:
D. 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;
0. I/we do not have a conflict of interest as specified in the Act, Rules and
the Bidding Document, which materially affects fair competition;
Date: Signature of bidder
Place: Name:
Designation:
Address ·

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

The designation and address of the first Appellate Authority is **E.C. JDA Jaipur**The designation and address of the Second Appellate Authority is **ACS (UDH Deptt) Govt of Rajasthan** 

#### (1) Filling an appeal:

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document with in a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (5) 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.
- (6) 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.

#### (7) Appeal not to lie in certain cases.

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

(a) Determination of need of Procurement;

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

#### (5) Form of Appeal:

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

#### (6) Fee for filing appeal:

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be nonrefundable.
- (b) The fee shall be paid in the form of Bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

#### (7) Procedure for disposal of appeal:

- (a) The first Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,
  - (i) Hear all the parties to appeal present before him and
  - (ii) Peruse or inspect documents, relevant records or copies there or relating to the matter.
- (e) 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.

(f) The order passed under sub-clause (c) above shall also be placed on the state public Procurement Portal.

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

#### 1. Correction of arithmetical errors

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

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring Entity there is an obvious misplacement of the decimal point in the unit pric, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 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 Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or other wise and the extra cost incurred shall be recovered from the supplier.

## 3. <u>Dividing quantities among more than one Bidder at the time of award</u> (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 is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

### Form No. 1

### [See rule 83]

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

Appea	<b>ì</b> l				
No					Of
				Before	the
		(First	Second Appellate	Authority)	
2.	Particu	ulars of appellant:			
	(r)	Name of the appe	ellant :		
	(iv)	Official address,	if any:		
	(v)	Residential addre	ess:		
2.	Name	and address of the	e respondent (s):		
	(i)				
	(ii)				
	(iii)				
3.	Numb	er and date of th	ne order appealed	against and nar	ne and
	design	ation of the office	er/authority who pa	assed the order (	enclose
	copy),	or a statement	of a decision, act	ion or omission	of the
	Procur	ring Entity in con-	travention to the p	provisions of the	Act by
	which	the appellant is ag	grieved:		
4.	If the	Appellant propose	s to be represented	by a representati	ive, the
	name a	and postal address	of the representativ	re:	
5.	Numb	er of affidavits and	documents enclose	ed with the appeal	l:
6.	Groun	ds			of
	appeal	:			
	(Suppo	orted by an affidav	it)		
7.	Prayer				
Place .					
Date .					

#### **SPECIAL CONDITIONS**

#### **SCHEDULE 'H'**

- 31. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. This shall have to be arranged by the contractor at his own level/cost.
- 32. 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.
- 33. The contractor shall follow the contractor lab our regulation and abolition Act 1970 & Rule 1971.
- 34. The JDA shall have right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
- 35. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 36. Whenever any claim against the contract for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
- 37. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
- 38. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3 para 36) and subsequent modification.
- 39. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
- 40. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
- 41. If any tender withdraws his tender prior to expiry of said validity period given at S. No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period, which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he will stand debarred from participating in tendering in JDA for Six Months in addition to forfeiture of Earnest Money/Security Deposit/Performance Guarantee and other action under agreement.

- 42. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tar boiler, sprayer etc.
- 43. The contractor shall arrange his own storage tanks up to 10 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
- 44. Rules regarding enlistment of contractors provide that work up to the time five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
- 45. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
- 46. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
- 47. The rates provided in tender documents are inclusive of all Taxes royalty. Bidder will be responsible for compliance of GST Act./Rule.
- 48. For paver work at least 3 road rollers shall be simultaneously deployed.
- 49. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
- 50. 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.
- 51. Undersigned has full right to reject any or all tenders without given any reasons.
- 52. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
- 53. 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."
- 54. The tenderer are required to submit copy of their enlistment as contractor.
- 55. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
- 56. 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.
- 57. The contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
- 58. Special Conditions of Contract regarding Defect Liability Period (DLP) for roads works costing Rs. 25.00 lacs and more shall be applicable.
- 59. All the provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

Executive Engineer-(Drainage) JDA, Jaipur

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

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

#### Table-I

S.No.	Type of work	DLP Period
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(iv) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(v) For Renewal/Strengthening	
	(c) BT upto 30 mm thickness	2 Year
	(d) BT above 30 mm to upto 40 mm	2 Years
	3 Years	
	(d) BT above 90 mm	6 Years
	(vi) New roads	
	(b) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(iii) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(iv) 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	4 Years

#### 1. DRAINAGE WORKS

- 1.1 The Defect Liability Period (DLP) for all Drainage works including all related work shall be Three years. Drainage works executed by the Contracting agency shall be maintained by them at their own cost for three years (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Drain works and removal of defect during Defect Liability Period.
- 1.3 The word "Drainage Works" means all new Drain Works construction, its covering work, cleaning inside and other works."
- 1.4 The word "Maintenance of Drain Works during Defect Liability Period" means
  - (iv) Routine maintenance of Drain Works including cleaning the drains, spouts etc and carriage of malbaetc from the site.
  - (v) 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
  - (vi) 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 &	Once in a year, generally before			
	repair of any type of damages.	rains.			
2	Cleaning of inner portion of the drains by removing	As and when required.			
	the covers at regular interval and carriage and				
	disposal of malba etc.				
3	Insurance of proper functioning of drains including	As and when required.			
	civil maintenance and desilting of drains.				

#### 2. General

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

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

#### 2.2.2 Refund of SD -

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

S.No.	Released SD DLP period	1st 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 %

- (ix) 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.
- (x) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (xi) 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
- (xii) 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.
- (xiii) 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.
- (xiv) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (xv) 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
- (xvi) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
  - (c) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

% recovery on withdrawal of DLP of work order 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	9.00	7.88	6.45	4.62	2.47

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

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

#### 2.2.3 <u>Force Majeure</u>

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-(Drainage)
JDA, Jaipur

## JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

#### **G-Schedule**

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

BSR For: 2013 NH BSR
2014 JDA BSR
2015 JDA BSR
2016 JDA BSR (Building Works)
2016 JDA BSR (Carriage of Materials
Building)
2016 JDA BSR (Road Works)
2018 JDA BSR Items

S.No.	Item	Unit	Qty	Rate	Amount
1	Providing, fixing, maintaining, shifting & refixing, barricading of a steel portable barricade with horizontal sheet 0.60 mtr wide, 2.4 mtr in length fitted on a "A" frame and sheet painted with 2 coats of yellow paint, lettering (CAUTION, JDA AT WORK, DRIVE SLOW) on sheet with RED paint & border with reflective paint at the time of every shifting, traffic diversion arrangement, safety guard, suitable lightning arrangement during night if required, complete in all respect till completion of the project as per technical specification and direction of Engineer-In-chargeand same shall be possessed by the contractor after completion of the project.  Payment under this item will be released:- (1) 50% at the time of providing new barricading at the time of start of project at location and plan as approved by the Engineer  & certification (2) 50% After completion of project including shifting re-erecting and maintaining the	Each	200.000	2918.00	583600.00
2	Removing and Refixing of Pre cast Kerb stone obtained from site and fixing at as per direction of engineer-in-charge over 100 mm thick C.C. 1:4:8 and jointing of kerbs with cement morter 1:4 including cost of loading unloading transporting and curing complete in all respect as per direction of Engineer-in-charge.	R.Mtr.	4250.000	40.00	170000.00

S.No.	Item	Unit	Qty	Rate	Amount
3	Removing & Refixing of precast concrete				
	interlocking paving blocks recovered item from				
	site 60 mm to 100 mm thick laid on average 50				
	mm thick bed of coarse sand joint be filled with	sqm	3000.000	60.00	180000.00
	fine sand laying procedure on compacted sub	•			
	base as define etc. complete as per direction of				
	Engineer-in-charge with all lead and lift.				
4	Dismantling of Flexible Pavements				
	Dismantling of Flexible Pavements and disposal				
	of dismantled materials upto a lead of 100 m,				
	stacking serviceable and unserviceable materials	cum	1946.000	198.00	385308.00
	separately as per MoRD Specification Clause	Cum	1710.000	170.00	303300.00
	202				
	By Manual Means				
5	R) Granular Courses Dismantling of Flexible Pavements				
	Dismantling of Flexible Pavements and disposal				
	of dismantled materials upto a lead of 100 m,				
	stacking serviceable and unserviceable materials	cum	1380.000	115.20	158976.00
	separately as per MoRD Specification Clause	Cum	1300.000	113.20	130770.00
	202				
	By Mechanical Means				
6	A) Bituminous Courses Dismantling of Cement Concrete Pavements as				
O	per MoRD Specification Clause 202.				
	Dismantling of cement concrete pavements by				
	mechanical means using pneumatic tools				
	breaking to pieces not exceeding 0.02 cum in		150.000	481.50	72225.00
	volume and stock piling at designated locations		150.000	101.50	7223.00
	and disposal of dismantled materials upto a				
	lead of 1000 m, stacking serviceable and				
	unserviceable materials separately				
7	Earth, sand, lime, morrum manure or sludge				
	For 5 Km.	cum	16541.250	45.90	759243.38
8	Building rubbish stone metal (Grit and ballast				
	etc.)	cum	3476.000	50.85	176754.60
	For 5 Km.				
9	Earth work in excavation by mechanical means				
	(Hydraulic excavator )/ manual means over areas				
	(exceeding 30cm in depth. 1.5m in width as well		cum 21855.000	109.80	2399679.00
	as 10 sum on plan) including disposal of	cum			
	excavated earth, lead upto 50m and lift upto				
	1.5 m, disposed earth to be levelled and neatly				
	dressed:				
	All kinds of soil				

S.No.	Item	Unit	Qty	Rate	Amount
10	CEMENT CONCRETE (CAST-IN-SITU) Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level.  4) M10 grade Nominal Mix 1: 3: 6 (1 cement: 3 coarse sand: 6 graded stone aggregate 20mm nominal size).	cum	431.532	2398.50	1035029.50
11	CEMENT CONCRETE (CAST-IN-SITU) Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level.  3) M15 grade Nominal Mix 1: 2: 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 40mm nominal size).	cum	87.822	2833.20	248817.29
12	FORMK WORK Centering and Shuttering with plywood or steel sheets including strutting, propping bracing both ways and removal of formwork for foundation, footings, strap beam, raft, bases of columns etc.	sqm	346.000	99.00	34254.00
13	Centering & shuttering with plywood or steel sheets including strutting, propping bracing both ways with steel props and removal of formwork for upto floor five level for:  1) Walls (any thickness) including attached pilasters, buttresses plinth and string course.	sqm	4129.600	180.90	747044.64
14	Centering & shuttering with plywood or steel sheets including strutting, propping bracing both ways with steel props and removal of formwork for upto floor five level for:  2) Suspended floors, roofs, landings, staircases, balconies, girders, cantilevers, bands, coping bed plates, anchor blocks, sills, chhajjas, lintel, beam, plinth beam etc.	sqm	950.000	212.40	201780.00

S.No.	Item	Unit	Qty	Rate	Amount
15	STEEL REINFORCEMENT Providing and fabricating reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding (including cost of binding wire) all complete up to floor five level.  3) Thermo-mechanically Treated bars (Conforming of relevent IS code)	Kg	81707.480	62.10	5074034.51
16	CAST-IN-SITU CONCRETE Providing and laying in position Ready mix concrete manufactured in fully automatic Batching Plant and transported to site in transit mixer for having continous agitated mixer, manufactured as per approved mix design of specified grade of RCC work including pumping of R.M.C. from transit mixer to site of laying, exculding the cost of centering, shuttering and reinforcement with all lead and lift including cost of admixtures in recommended portion as per IS 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer in charge All works upto floor V floor M20 grade Design Mix by using min 400 Kg of cement per cum of concrete	cum	952.750	3902.40	3718011.60
17	Add extra for providing richer mixes respectively at all floor levels 2) Providing M-30 grade concrete by using min 420 kg of cement per cum instead of M-20 grade design mix.	cum	952.750	103.50	98609.63
18	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 worl 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  Size 1.00 M x 1.00 M	R.Mtr.	2125.000	15457.00	32846125.00

S.No.	Item	Unit	Qty	Rate	Amount
19	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 worl	R.Mtr.	470.000	19760.00	9287200.00
	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				
	Size 1.25 M x 1.00 M				
20	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 worl	R.Mtr.	300.000	22806.00	6841800.00
	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				
	Size 1.50 M x 1.00 M				
21	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 worl includes required safety measures	R.Mtr.	793.000	27673.00	21944689.00
	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				
	Size 1.50 M x 1.50 M				

S.No.	Item	Unit	Qty	Rate	Amount
22	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.	cum	748.816	6291.00	4710801.46
23	Providing and Laying Reinforced Cement Concrete Pipe NP3 as per design in Single Row Providing and laying reinforced cement concrete pipe NP3 for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets Clause 1106.  300 mm dia	R.Mtr.	1190.400	526.50	626745.60
24	CEMENT PLASTER  Plaster on new surface on walls in cement sand mortar 1:4 including racking of joints etc. complete fine finish:  1) 25 mm thick.		2470.480	121.50	300163.32
25	Providing and fixing of Reinforced Ferro cement Drain cover designed for class "AA" loading duly marked on cover with adequate steel reinforcement having thickness 75 mm to 150 mm anti- corrosive bitumen painted M.S. plate Rim and on M.S. lifting hooks admixture like plasticizer bond improving compound shrinkage resistance compound abrasion resistant complete as per approved design etc. for drain Opeining Size 701 to 1200 mm Standard Drain Cover Size 1500mm x 600mm x 125mm	sqm	297.000	2011.50	597415.50
26	Providing and fixing of Reinforced Ferro cement Drain cover designed for class "AA" loading duly marked on cover with adequate steel reinforcement having thickness 75 mm to 150 mm anti- corrosive bitumen painted M.S. plate Rim and on M.S. lifting hooks admixture like plasticizer bond improving compound shrinkage resistance compound abrasion resistant complete as per approved design etc. for drain Opeining Size 1201 to 1500 mm Standard Drain Cover Size 2100mm x 500mm x 150mm	sqm	178.500	2871.00	512473.50

S.No.	Item	Unit	Qty	Rate	Amount
27	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	Kg	54560.000	66.60	3633696.00
28	fabrication with priming coat of red oxide  Wet Mix Macadam  Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and MoRD Specification Clause 406. By Mechanical Means with 1 km lead	cum	2919.000	1071.00	3126249.00
29	Prime Coat Low porosity Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0. 70-1.0 kg/sqm using mechanical means as per MoRD Specification Clause 502	sqm	9730.000	31.50	306495.00
30	Tack Coat Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.		9730.000	9.00	87570.00
31	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom as per MoRD Specification Clause 503.	sqm	9730.000	10.80	105084.00

S.No.	Item	Unit	Qty	Rate	Amount
32	Providing and laying dense graded bituminous macadam with 100-120 TPH batch type HMP producing an average output of 75 tones per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.0 to 4.5 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT&H Specifications Clause 507 complete in all respects.  for Grading II (19 mm nominal size)  I.ii) In MT	P.MT	1678.425	2722.50	4569512.06
33	Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT & H Specifications Clause 509 complete in all respects for Grading-II (13 mm nominal size) Bitumen (VG-30)	P.MT	1303.708	2934.00	3825079.27
	TOTAL				

Exeuctive Engineer-(Drainage) JDA, Jaipur