

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TENDER DOCUMENTS

TECHNICAL BID

(POST QUALIFICATION METHOD)

Part – 1

FOR

NAME OF WORK: **Drain and other related work from New Sanganer Road to Golyawas Via Mangyawas and 200 Ft Road in PRN South, Jaipur**

- 1. NIB No.** : JDA/EE-Drainage/ 03/2018-19
- 2. Approximate cost** : Rs. 1095.72 Lacs
- 3. Cost of the tender document** : Rs.1000.00
- 4. Tender Processing Fees** : Rs. 1000.00
- 5. Earnest Money** : Rs. 547860/- (for Contractor enlisted in JDA)
Rs. 2191440/- (for AA class Contractor enlisted in other Govt. Departments.)
- 6. Download of tender document** : 01.10.2018 from 9.30 AM to 22.10.2018 up to 6 PM
- 7. Upload the tender Document** : 22.10.2018 up to 6 PM
- 8. Date of opening of tender** : 26.10.2018 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: Drain and other related work from New Sanganer Road to Golyawas Via Mangyawas and 200 Ft Road in PRN South, Jaipur Sanganer area

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|-----------|------------------------------------|----------|--|
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302004 (Rajasthan) |
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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.

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 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.

SCHEDULE – E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

The work should start within 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 CONTRACTORS

NAME OF WORK: Drain and other related work from New Sanganer Road to Golyawas Via Mangyawas and 200 Ft Road in PRN South, 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 26.10.2018 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)
- (d) The Financial Bid envelope would be opened only of those bidders who fulfill all the **POST QUALIFICATION** criteria.

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

2. Criteria:

Criteria for **POST QUALIFICATION** would be as follows:-

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

S.No.	Item	Quantity
	Major Item of Schedule-G	50% Quantities
1.	Earth work	15989.40 Cum
2.	Steel gate grating	27150.00 Kg
3.	Precast RCC Box Culvert	1682.50 Rmt

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 working last Three financial year** (including current year, if opted by the bidder) of value not less than 50 % (Rs. 547.86 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. 657.43 lacs) of the Estimated Cost of the work (bid cost) in any one of **last Three financial 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 x N x 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 price level of existing commitments and on going works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited)

Note:-

- (i) **Certificate from Chartered Accountant should be enclosed by bidder clearly indicated maximum value of Civil Engineering Work in one Financial Year.**
- (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 Companies 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 severally, 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.
 - l. 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.

Executive Engineer-(Drainage)
JDA, Jaipur

SPECIAL CONDITIONS

SCHEDULE 'H'

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

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

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
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii) New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to building structure and other civil works.	5 Years
9	Electric work except maintenance	3 Years
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years

1. DRAINAGE WORKS

1.1 The Defect Liability Period (DLP) for all Drainage works including all related work shall be Three years. Drainage works executed by the Contracting agency shall be maintained by them at their own cost for three years (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.

1.2 No extra payment shall be made to the contracting agency on account of maintenance of Drain works and removal of defect during Defect Liability Period.

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

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

- (i) Routine maintenance of Drain Works including cleaning the drains, spouts etc and carriage of malba etc from the site.
- (ii) To remove the defect as & when appear in part and entire structure of Drain Works, in specified time and keeping the Drain clean & good condition. and
- (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.

1.5 The contracting agency shall do the routine maintenance of Drain works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire Drain surface and structure in

Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after three years.

1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

1.7 The Drain maintenance activities and their periodicity

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

2. General

2.1 Inspection of works during Defect Liability Period

2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at IDP once in three months in case of all Drain works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particular attention on those Drain sections, which are likely to be damaged during rainy season.

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-The contracting agency shall have to furnish security deposit (SD) in the form of 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 DLP period	1 st year	2 nd year	3 rd year	5 th year
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

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

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

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

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

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

2.2.3 Force Majeure

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

Signature of Contractor
With Full Address

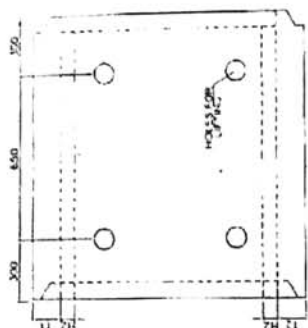
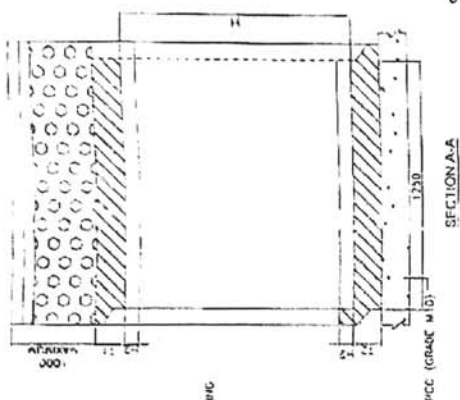
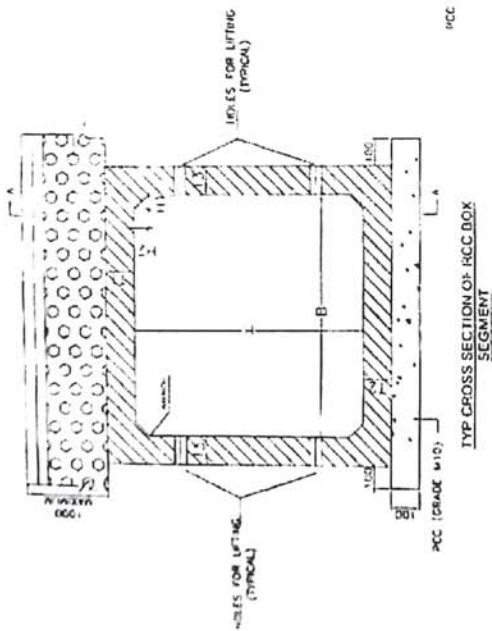
Executive Engineer-(Drainage)
JDA, Jaipur.

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.**



TOP PLAN
SHOWING POSITION OF LIFTING
HOLE

REINFORCEMENT DETAIL OF SINGLE
CELL BOX

FOR SINGLE CELL BOX CULTURE					2000 X 2000 (INTERNAL DIMENSION)	
BOX NO.	SEED	SEEDS	SEEDS	SEEDS	SEEDS	SEEDS
a1	10	10	10	10	10	10
a2	10	10	10	10	10	10
a3	10	10	10	10	10	10
a4	10	10	10	10	10	10
a5	10	10	10	10	10	10
a6	10	10	10	10	10	10
a7	10	10	10	10	10	10
a8	10	10	10	10	10	10
a9	10	10	10	10	10	10

SCHEDULE OF REINFORCEMENT

S.NO	B (mm)	H (mm)	T ₁ (mm)	T ₂ (mm)	T ₃ (mm)	H ₁ (mm)	H ₂ (mm)
1	2000	2000	240	240	240	200	200

SCHEDULE OF DIMENSIONS

1. The first step in the process is to identify the problem. This involves gathering information about the situation and the people involved.

2. The second step is to analyze the problem. This involves breaking the problem down into smaller parts and identifying the causes.

3. The third step is to develop a plan. This involves deciding on the best way to solve the problem and setting goals.

4. The fourth step is to implement the plan. This involves putting the plan into action and monitoring progress.

5. The fifth step is to evaluate the results. This involves assessing the effectiveness of the solution and making adjustments if necessary.

2521

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

PROJECT -
BOX CULVERT "AA" LOADING

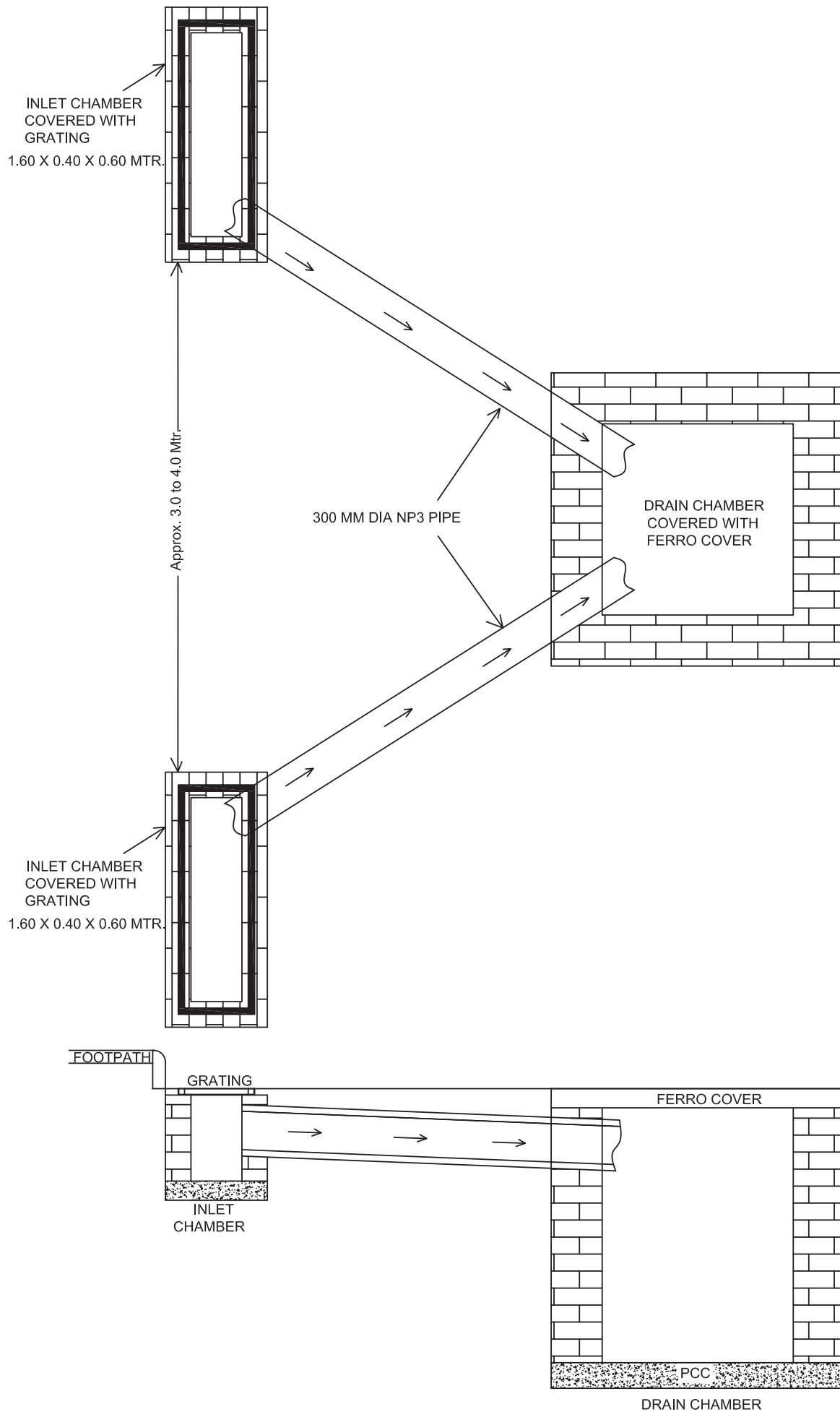
ORGANIC TITLE -

DETAILS OF PRECAST CONCRETE
SINGLE CELL BOX CULVERT OF
3000MM X 2000MM (INTERNAL DIMENSION)

SCALE -	NTS	DATE - 12-2015
---------	-----	----------------

DRG. NO 01





**(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 'The Jaipur Development Authority') has called for tenders for execution of work **"Drain and other related work from New Sanganer Road to Golyawas Via Mangyawas and 200 Ft Road in PRN South, Jaipur"** estimated to cost Rs.(Rupees.....only) on (Date) 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. (Rupees.....only) 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(name and address of bank)....., do hereby undertake to pay Rs./- (Rupees Only) The amount due and payable under this guarantee without 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. The liability of us(Name and address of Bank), under this guarantee will not be discharged 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. Notwithstanding 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

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

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

Signature of Bidder

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 Requirement	Availability	
			Owned	Leased
	For DRAIN WORKS:			
1.	Hydra 9 Tonne/ 12 Tonne	2 no.		
2.	JCB	1 no.		
3.	Dumper	4 no.		
4.	Vibratory Roller	1 no.		
5.	Static Roller	1 no.		
6.	Earth Compactor	1 no.		

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

Date:

Signature of Bidder
(With seal, wherever applicable)

SCHEDULE - 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.

Signature of Bidder

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.

Signature of Bidder

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.

Signature of Bidder

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

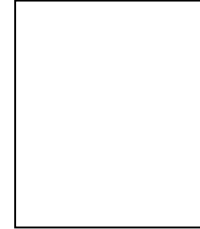
Name of Bidder: - _____

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

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

Signature of Bidder

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



Self Declaration

I/We.....S/O Shri.....Age.....Year.....
Resident.....of.....District.....Rajasthan. 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 **“Drain and other related work from New Sanganer Road to Golyawas Via
Mangyawas and 200 Ft Road in PRN South, Jaipur”** 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
withdrawn and 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 :-

Declaration by the Bidder

In relation to my/ our Bid submitted to for procurement of In response to their Notice Inviting Bids No. Dated I/We hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act. 2012, 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) Filing an appeal:

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

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

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

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

(4) Appeal not to lie in certain cases.

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

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

(5) Form of Appeal:

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

(6) Fee for filing appeal:

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

(7) Procedure for disposal of appeal:

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

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities:

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding 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. Dividing quantities among more than one Bidder at the time of award (In case of Procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid 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

Appeal No Of
..... Before the
(First/ Second Appellate Authority)

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

Place

Date

**Appellant's
Signature**

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 Firm /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 name of each partner with percentage participation (also Provide information of each member in separate sheet (Page 2 of 2)	Legal Name of JV/Consortium member	% participation
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/CONSORTIUM MEMBER INFORMATION	
JV/Consortium Member of Legal Name	
Legal status of the JV/Consortium Member	Sole Proprietorship Firm/Partnership Firm /Private 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/RTGS) will be available.

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

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

Option-3: Payment Gateway (Aggregator)

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

B. Bid Participation Receipt

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

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

Executive Engineer- Drainage
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
TENDER DOCUMENTS

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

NAME OF WORK: Drain and other related work from New Sanganer Road to Golyawas Via Mangyawas and 200 Ft Road in PRN South, Jaipur

- | | | | |
|-----------|------------------------------------|----------|--|
| 1. | NIB No. | : | JDA/EE-Drainage/ 03/2018-19 |
| 2. | Approximate cost | : | . Rs. 1095.72 Lacs |
| 3. | Cost of the tender document | : | . Rs.1000.00 |
| 4. | Tender Processing Fees | : | . Rs. 1000.00 |
| 5. | Earnest Money | : | . Rs. 547860/- (for Contractor enlisted in JDA)
. Rs. 2191440/- (for AA class Contractor enlisted in other Govt. Departments.) |
| 6. | Download of tender document | : | . 01.10.2018 from 9.30 AM to 22.10.2018 up to 6 PM |
| 7. | Upload the tender Document | : | 22.10.2018 up to 6 PM |
| 8. | Date of opening of tender | : | . 26.10.2018 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:-

- (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 :-

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring 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) Filing an appeal:

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

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

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

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

(4) Appeal not to lie in certain cases.

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

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

(5) Form of Appeal:

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

(6) Fee for filing appeal:

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

(7) Procedure for disposal of appeal:

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

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities:

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding 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. **Dividing quantities among more than one Bidder at the time of award (In case of Procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid 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**

Appeal No Of
..... Before the (First/
Second Appellate Authority)

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

Appellant's Signature

SPECIAL CONDITIONS

SCHEDULE 'H'

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

14. Rules regarding enlistment of contractors provide that work up to the time five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes royalty. Bidder will be responsible for compliance of GST Act./Rule.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. The tenderer are required to submit copy of their enlistment as contractor.
25. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
26. 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.
27. 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.
28. Special Conditions of Contract regarding Defect Liability Period (DLP) for roads works costing Rs. 25.00 lacs and more shall be applicable.
29. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

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
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii) New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to building structure and other civil works.	5 Years
9	Electric work except maintenance	3 Years
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years

1. DRAINAGE WORKS

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

Drainage works executed by the Contracting agency shall be maintained by them at their own cost for three years (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.

1.2 No extra payment shall be made to the contracting agency on account of maintenance of Drain works and removal of defect during Defect Liability Period.

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

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

- (i) Routine maintenance of Drain Works including cleaning the drains, spouts etc and carriage of malba etc from the site.
- (ii) To remove the defect as & when appear in part and entire structure of Drain Works, in specified time and keeping the Drain clean & good condition. and
- (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.

1.5 The contracting agency shall do the routine maintenance of Drain works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire Drain surface

and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after three years.

1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

1.7 The Drain maintenance activities and their periodicity

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

2. General

2.1 Inspection of works during Defect Liability Period

2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at IDP once in three months in case of all Drain works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particular attention on those Drain sections, which are likely to be damaged during rainy season.

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

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

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

Various conditions for managing DLP are as under:-

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

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

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

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

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

2.2.3 Force Majeure

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

Signature of Contractor
With Full Address

Executive Engineer-(Drainage)
JDA, Jaipur