जयपुर विकास प्राधिकरण, जयपुर

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

क्रमांक / जिवप्रा / अधि.अभि. / 14 / 2018-19 / डी-38 ५ दिनांक:- /२ । २ । ६

बिड आमंत्रण सूचना

बिड संख्या- अधि.अभि.14 / 04 / 2018-19

जयपुर विकास प्राधिकरण द्वारा जोन-14 क्षेत्र में जविप्रा अनुमोदित योजना आर. के. पुरम में सडको का निर्माण कार्य, जिसकी अनुमानित लागत 50.60 लाख रूपये है, के लिए ऑनलाईन निविदा दिनांक 04.01.2019 को सायं 6:00 बजे तक आमंत्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भूगतान जविप्रा पोर्टल पर करने की अंतिम तिथि 04.01.2019 को सायं 6:00 बजे तक है। विस्तृत विवरण, जो कि निविदा प्रपत्र में उपलब्ध है, अद्योहस्ताक्षरकर्ता के कार्यालय राजस्थान सरकार के पोर्टल उपापन www. sppp.raj.nic.in www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

निविदादाता को निविदा में भाग लेने हेतु आवश्यक है कि :-

- 1. जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो। निविदा शुल्क व आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑन लाईन ही देय होगी। बोली प्रतिभूति ऑनलाईन अथवा बैंक गारन्टी के द्वारा दी जा सकती है।
- 2. ऑन लाईन निविदा में भाग लेने हेतू राजस्थान सरकार www.eproc.rajasthan.gov.in पर पंजीकृत हो।

UBN No. JDA

अधिशाषी अभियन्ता-14 मिगु २०१४ जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. CB-FF-106, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 Telephone: +91-141-2569696 e.mail: sharmabd.jda@gmail.com

No:-JDA/EE-14/2018-19/D- 384

Dated: - 17/12/18

NOTICE INVITING BID

NIB No.: EE-14/04/2018-19

Online Bids are invited up-to 6.00 PM of 04.01.2019 for the work" Construction of roads in R.K.Puram JDA Approved Colony in Zone 14, JDA Jaipur " estimated cost of Rs. 50.60 Lacs the last date for applying bid and making online payment on JDA portal is up- to 6.00 PM of 04.01.2019 Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov. in

To participate in the bid, bidder has to be:

- Registered on JDA website www.jaipurjda.org for participating in the Bid, the Bidder has
 to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee online only.
 The Bid Security may be deposited through online or Bank Guarantee.
- Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan. gov.in for online e- Bid submission.

UBN No. JDA

(R.K. Sharma)

Executive Engineer-14

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC-FF-133, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 Telephone: +91-141-2569696 e.mail: sharmabd.jda@gmail.com

No:- JDA/EE-14/2018-19/D- 384

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

Dated:- 17/19/18

NOTICE INVITING BID

NIB No. : EE-14/04/2018-19 Job No. : 130/2018-19

Name & Address of the Procuring Entity	 Name: Executive Engineer-14, Jaipur Development Authority Address: Room No. CCC-FF-133, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) Email:-rajendra.sh68@gmail.com 		
Subject Matter of Procurement	Construction of Roads in R.K.Puram JDA Approved Colony in Zone 14, JDA Jaipur		
Bid Procedure	➤ Singal Stage tender (eg. Single -stage (envelope) open competitive) eBid procedure at http://www.eproc.rajasthan.gov.in		
Bid Evaluation Criteria (Selection Method)	➤ L1 (eg.Least Cost Based Selection (LCBS)-L1)		
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in		
Website for online Bid application and payment *	➤ Website: www.jaipurjda.org For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee Deposit online only and The Bid Security may be deposited through online or Bank Guarantee. ○ Bidding document fee: Rs. 500/- (Rupees five hundred only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ○ Requisite Bid Security Deposit		
Estimated Procurement Cost	➤ INR 50.60 Lacs (Rupees Fifty Lakh Sixty Thousand only)		
Bid Security Deposit	 Amount (INR): 2% (Rs. 1,01,200/-) (For A & AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 25,300/-) (For Contractor registered in JDA) for Bidder registered as contractor in JDA, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction (* 2% for Bidder Who is A and AA Class contractor registered in other Govt. Department/ 0.5 % for Bidder registered as contractor in AA, A, B,C, in JDA.) In case of Department's of the State Government and undertakings! Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security. 		
Pre-Bid	> N/A		
Start/ End Date for Bid Applying, Online Payment and Bid Submission	➤ Start Date: 20.12.2018 from 9.30 AM onwards ➤ End Date: 04.01.2019 at 6.00 PM		
Physical BG(Bid Security) Submission Start & Closing Date	 07.01.2019 from 9.30 AM to 08.01.2019 upto 3.30 PM In case EMD in from BG Original Bank Guarantee is to be submitted in Room No. 215-N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur 		
**Date/ Time/ Place of Technical Bid Opening	N/A		
Date/ Time/ Place of Financial Bid Opening	➤ 10.01.2019 at 11.00 AM ➤ Room No. CCC-TF-309 IIIrd floor, CCC building, Ram Kishore Vyas Bhavar Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan)		
Bid Validity	> 120 days from the bid submission deadline		
	> 03 Months		
Time Period			

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

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

If the bidder selects payments mode as EFT (NEFT/RTGS), "Paying slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

Option – 3: Payment Gateway (Aggregator)
 This facility to make payment through Debit Card, Credit Card, Net banking etc, will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.

B. Bid participation Receipt

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

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

Note :-

- 1. Bidder (authorized Signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
- In case, any of the bidders fails to pay tender Fee, BSD, and RISL Processing Fee, Online (Subject to Confirmation) its Bid shall not be accepted.
- 3. To participate in online bidding process, bidders must procure a digital signature Certificate (TypellI) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCs safe crypt, Ncode etc. Bidders who already have a valid Digital signature Certificate (DSC) need not procure a new DSC. Also bidders must register on http://eproc.rajasthan.gov.in (Bidders already registered on http://eproc.rajasthan.gov.in before 30.09.2011 must register again).
- 4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11 th hour issues like slow speed: chocking of web site due to heavy load or any other unforeseen problems.
- 5. Bidders are also advised to refer "Bidders Manual Kit" available at eproc website for further details about the e-tendering process.
- 6. Training for the bidders on the usage of e-tendering system (procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-procurement Cell, DoIT & C for booking the training slot.

Contact No.: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@ rajasthan.gov.in.

Address: E-Procurement Cell, JDA Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

- 7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9. Procurement entity disclaims any factual/ or other errors in the bidding documents (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10. The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

(R.K. Sharma)
Executive Engineer-14

OFFICE OF THE JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SHEDULE AND SPECIFICATIONS

1	Name of work	:	Construction of roads in R.K.Puram JDA Approved Colony in Zone 14, JDA Jaipur				
2	NIB No.	:	EE-14/04/2018-19				
3	Approximate cost	:	Rs. 50.60 Lakh				
4	Cost of the tender documents	:	Rs. 500.00 The Bidders are required to submitted Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fess the bid of respective bidder will be considered as non-responsive and shall be rejected.				
5	Bid Processing fees	:	Rs. 1000/- (In favour of M/s M.D. R.I.S.L., Jaipur)				
6	Earnest Money (in favour of Secretary, JDA, Jaipur)						
7	Start/ End Date for Bid Applying, Online Payment and Bid Submission		> Start Date: 20.12.2018 from 9.30 AM onwards > End Date: 04.01.2019 at 6.00 PM				
8	Physical BG(Bid Security) Submission Start & Closing Date		➤ In case EMD in from BG Original Bank Guarantee is to be submitted in Room No 215-N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur by 07.01.2019 from 9.30 AM to 08.01.2019 up to 3.30 PM				
9	**Date/ Time/ Place of Technical Bid Opening		N/A				
10	Date/ Time/ Place of Financial Bid Opening		 10.01.2019 at 11.00 AM Room No. CCC-TF-309 IIIrd floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan) 				
11	Bid Validity		➤ 120 days from the bid submission deadline				
12	Time Period		➤ 03 Months				
13	A&F/Job No.		> 130/2018-19				

SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:

The Tenderer should see the site and fully understand the conditions of the site before tendering and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates give in the Schedule 'G'. The work shall be carried out in accordance with the Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer – In – Charge of the work.

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

The drawing may be seen in office of the undersigned.

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

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard & or the standers laid down in the detailed specification of the Public by the contractor qualified personnel as required under the contractor enlistment rules duly approved by the Deptt. Shall have to be engaged at site by the Contractor. The deptt. reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

The work should start within _____ 10 ____ days of issue of work order and complete within times limits.

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

SCHEDULE - H: SPECIAL CONDITION: Attached Separately.

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

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

SCHEDULE – J: COST OF TENDER DOCUMENTS, PROCESSING FEES & EARNEST MONEY. Bid Processing fees is payable in favour of M.D. RISL & Cost bid document & EMD is payable in Favour of Secretary, JDA Jaipur. Bidders have to pay bid processing fees, cost of bid documents and EMD through Online. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next seven months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in room No. 215N Extension building, JDA, JLN marg, Jaipur, as per specified in bid documents.

Signature of the Contractor With full Address EXECUTIVE ENGINEER- 14

JDA, Jaipur.

Process for Participation & Depositing Payment Online

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

To participate in the bid, bidder has to be:

- Registered on JDA website www.jaipurjda.org (by depositing Rs. 500.00 online, the validity
 of which remains 3 (three) years).
 - For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only. Bid Security deposit may be deposited online or through bank guarantee method in prescribed format.
- 2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

- Online through Internet Banking, Debit Card or Credit Card.
- ➤ In case the amount exceeds the online payment limit, the payment may be made through RTGS / NEFT / Transfer in Bank Account Number 675401700586 IFSC Code ICIC0006754 of ICICI BANK Limited, JDA Campus Jaipur.

In case of RTGS / NEFT / Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR / Reference number from the bank. This number requires to be updated whiling applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per Annexure-4. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jaipurjda.org under eServices>>JDA Tender

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

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

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

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

Specified Bank Guarantee Performa

Section - 6

Form of (Bank Guarantee) -En cashable at branch of the bank in Jaipur City.

To			
	etary,		
	ur Development Authority,		
Jaipu	ır		
Sub:	Bank Guarantee No dated	for [amount of S	ecurity in figures] [in
word	is] on behalf of	[Name of the	e Bidder] against the
Secu	rity Deposit for the work of Construction of ro	ads in R.K.Puram JDA	Approved Colony in
Zone	e 14, JDA Jaipur WHEREAS,	[n	ame of Bidder with
addr	ess] (hereinafter called "the Bidder") has submi	tted his Bid dated	for
the v	work of Construction of roads in R.K.Puram JDA	Approved Colony in Zo	one 14, JDA Jaipur
	(hereinafter called "the Bid").		
KNO	OW ALL PEOPLE by these presents that we		internal officer of
		Bank) of having our	
	(hereinafter called "the I	country] having our	
Dow	elopment Authority. (Hereinafter called "th		
Deve	[Amount of Security in figur	resl	(in words) only for
which	th payment will and truly to be made to the said I	Employer, the Bank bind	s itself. its successors.
	assigns by these presents.		
	on demand of JDA, this Bank Guarantee is encas	hable at following branc	h in Jaipur City.
	ame of Bank:		
2. N	ame of the branch with branch code:		
3. A	ddress:		
4. E-	Mail Id:		
5. Te	elephone No.		
6. Fa	x No.:		
SEA	LED with the Common Seal of the said Bank this	day of	of 20
THE	CONDITIONS of this obligation are:		
(1)	if the Bidder withdraws his Bid during the period	of Bid validity specifie	d in the Form of Bid;
(2)	if the Bidder refuses to accept the correction of e		
(3)	If the Bidder, having been notified of the acception period of Bid validity;		e Employer during the
	(a) fails or refuses to execute the Form of Agree Bidders, or	ment in accordance wit	h the Instructions to
	(b)fails or refuses to furnish the Performance S Bidders;	ecurity, in accordance v	vith the Instructions to

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No ICICI 006754. Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it revalidated well before its expiry date or produce NOC from JDA in written for its release.

Date	Signature of the Bank	
Witness	Seal	
[Signature, Name and Address]		
INIata: To be furnished on appropr	iete non judicial etempe l	

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 bidder at his own level /cost.
- 02. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
- 03. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule1971.
- O4. The JDA shall have right to cause an audit technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less then that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
- The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 6. Wherever any claim against the bidder 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 bidder, In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
- The rate quoted by the bidder shall remain valid for a period of 4 (Four) months from the date of opening of the bids.
- By submission of this Bid the bidder agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
- No conditions are to be added by the bidder and conditional Bid is liable to be rejected.
- 10. All transaction in this execution of this work and this bid will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
- 11. If any bidder withdraws his Bid prior to expiry of said validity period given at S.No. 8 or mutually extended prior or makes modifications in the rate, terms and conditions of the Bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a Bid does not execute the agreement or start the work or dose not complete the work and the work has to be put to rebidding he will stand debarred for six months from participating of Biding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
- The bidder 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 bidder shall arrange his own Storage tanks up to 10 tones capacity for strong bulk bitumen. Wherever supplied by the department.

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

Signature of Contractor with full address & Mobile No.

Executive Engineer -1417 2018

JDA, Jaipur.

Table-1

S.No.	Type of work	DLP Period
I.	Bridge Work	5 Years
2	CD Work	5 Years
3.	CC Road, PQC Work	5 Years
4.	CC tiles/Kerbs/medians	5 Years
5.	Drains	3 Years
ъ.	Roads	
	(i) Two layer WBM/GSB	6 months or one full rainy season which ever i
	(ii) For Renewal Strengthening	
	(a) BT upto 30 mm thichness	1 Years
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm thickness	5 Years
	(iii) New Roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
72.	Compound wall	3 Years
8.	Building Work	
	Work pertaining to Sanitary work 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

IL ROAD WORKS

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

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
B	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not)	As and when required.

. 5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting once in every one and half years.
6	Road Marking, Kerb Stone / Dand. (If done by the same Road	Thermoplastic Paint
	agency)	Maintenance as and when required. Repainting once in every one & a half years. Ordinary Paint Maintenance as and when required. Repainting thrice in every years.
7	Damages beyond contrôl of agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.

2. General

2.1 Inspection of works during Defect Liability Period

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

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

S.No.	Released SD DLP Period	1 Year	2 Years	3 Years	5 Years
1,	After I year	100%	40%	20%	10%
2.	After 2 year		60%	20%	10%
3.	After 3 year			60%	10%
4.	After 4 year				20%
5,	After 5 year				50%

The Security Deposit will be release as per above table after satisfactory performance certificate issued by Engineer-In-Charge:-

2.2.3 Forfeiture of SD

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

2.2.4 Force Majeure

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

2.2.5 Various condition for managing DLP are as under :-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC/tiles/ drains etc (as per different categories in Table-I), DLP shall be operative based upon type of individual item ex:-CC-5 years, BT-1/2/3/5 years, Drain-3 years etc.
- (ii) If any work, amount is less than Rs. 25 lacs but later on due to extra/excess work, if amount of final work cresses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual items.
- (iii) Similarly if any work is more than Rs. 25 lacs but after finalization amount or work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is late.
- (iv) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted. From JDA for three years as per RTPP rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (v) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.

- (vi) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En. & TA to DE-I/2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRULAR 2006/D-115 dated 04.05.2006 Point no. 3.
- (vii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted:
 - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per following table.

% 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	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.
- (viii)Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE"s after approval of these periods.

Signature of contractor with Full address.

Executive Engineer -14 7/7/208

JDA, Jaipur.

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

Any person participating in a procurement process shall-

(a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

(b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) Not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;

Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;

- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;

(g) Disclose conflict of interest, if any; and

(h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest.-

The Bidder participating in a bidding process must no have a Conflict of Interest.

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

- (i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:
- (a) Have controlling partners/shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or

(c) Have the same legal representative for purposes of the bid; or

- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
- (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or

(f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or

(g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In	relation	to	my/our	Bid	submitted	to	11111		*********	*****************	for	procuremen	t of
			in res	ponse	to their	Noti	ice	inviting	Bids	No	Da	nted	J/we
			hereby	decla	re under S	ection	17	of Rajas	than Tr	ansparency	in Pu	ublic Procure	ment
Ac	t, 2012 th	att											

 I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;

2. I/we have fulfilled my/our obligation to pay such of the taxes payble to the union and the state

government or any local authority as specified in the Bidding Document.

I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs
administered by a court or a judicial officer, not have my/our business activities suspended and
not the subject of legal proceedings for any of the foregoing reasons;

4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document,

which materially affects fair competition;

Date:-

Place:

Signature of bidder

Name :-

Designation:-

Address:-

Annexure C: Grievance Redresser during Procurement Process

The designation and address of the First Appellate Authority is JDC

The designation and address of the Second Appellate Authority is Executive Committee

(1) Filing an appeal:-

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder

who has participated in procurement proceedings:

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

2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as

possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

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

(4) Appeals not to lie in certain cases:-

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

(a) Determination of need of procurement

- (b) Provisions limiting participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations

(d) Cancellation of a procurement process

(e) Applicability of the provisions of confidentiality

(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

- (a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing
- (b) On the date fixed for hearing, the first appellate authority of second appellate authority, as the case may be shall-

(i) hear all the parties to appeal present before him; and

- (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

FORM No. 1 [see rule 83]

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

Appeal

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
3-	against and name and designation of the
	office/authority who passed the order
	(enclose copy), or a statement of a decision,
	action or omission of the procuring Entity
	in contravention to the provisions of the Act
	by which the appellant is aggrieved:
4-	If the Appellant propose to be represented by
-	a representative the name and postal address
	of the representative:
5-	Number of affidavits and documents enclosed
	with the appeal:
6-	Grounds of appeal :
	(Supported by an affidavit)
	(caffering of an annual)
7-	Prayer:
Place :	
Date:	
	Appellant's Signature

Before

Jaipur Development Authority, Jaipur

Name of Work: Construction of Roads in R.K.Puram JDA approved colony in zone-14 JDA Jaipur

G-Schedule

BSR Used: 2016 JDA BSR (Road Works)-2015-2016

Amount and Rate In (Rs.)

S.N.	Item	Unit	Qty	Rate	Amount
1	Prime Coat Low porosity Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per MoRD Specification Clause 502	Sqm	7845.00	31.50	247117.50
2	Tack Coat Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom as per MoRD Specification Clause 503.	sqm	7845.000	10.80	84726.00
3	Granular sub-base/base/surface course with local materials (Table 400.13) by mix in place method normal Construction of granular sub-base by providing local material spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at once and compacting with smooth wheel roller to achieve the desired density complete as per Clause 401.4 as per MoRD Specification Clause 408. Using naturally occuring gravel	Cum	410.800	360.00	147888.00
4	Excavation in Cutting in Soil Excavation in Soil using Hydraulic Excavator and Tippers with disposal upto 1000 m Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections, and transporting to the embankment location with a lift upto 1.5 m and lead upto 1000 m as per MoRD Specification Clause 302.3	Cum	723,495	26.10	18883.22

Total						
	average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT & H Specifications Clause 509 complete in all respects for Grading-II (13 mm nominal size) Bitumen (VG-30)		721.740	2934.00	2117585.16	
8	from Roadway Cutting Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of Tables 300.1 and 300.2 as per MoRD Specification Clause 301.5 Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an	Cum	641.556	31.50	20209.01	
6	Wet Mix Macadam Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and MoRD Specification Clause 406. By Mechanical Means with 1 km lead Construction of Embankment with Material Obtained	Cum	1808.775	1071.00	1937198.03	
5	Granular Sub-base with Well Graded Material (Table 400.1) By Mix in Place Method Construction of granular sub-base by providing well graded material, spreading in uniform layers with Tractor Mount Grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per MoRD Specification Clause 401. For Grading I Material	Cum	1209.270	400.50	484312.64	

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JDA, Jaipur