

# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

## SCHEDULE AND SPECIFICATIONS

Name of Work :- **Supply and fixing wire fencing at brijlalpura jda land, Zone-5, JDA, Jaipur.**

1. NIB No. : अधि.अभि.-5 / 43 / 2014.-15
2. Approximate cost : Rs.0.93 lacs
3. Cost of the tender document : Rs. 50.00 (In favour of Secretary, JDA, Jaipur.)
4. Earnest Money (In favour of Secretary, JDA, Jaipur.) :  
1/2% Rs. 470 /- for Contractor enlisted in JDA  
2 % Rs. 1860/- for other A & AA class Contractor
5. Sale of Tender document : 12-12-2014 To 18-12-2014 up to 6:00 PM
6. Date of submission of D.D./Pay order of tender cost process cost & EMD : 19-12-2014 upto 03:00 PM in office of **Executive Engineer- Zone 5** Room No. CB-FF-127, C.C.C. Building, JDA, Jaipur.
7. Date & Time of opening tender : 19-12-2014 at 3:30 PM In the chamber of **Executive Engineer- Zone 5** Room No. CB-FF-127, C.C.C. Building, JDA, Jaipur.
8. Completion period of work : One (1) Months

### SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:

The Tender 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 CONTRACTOR:

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 time 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:

Cement if available in JDA store shall be issued @ the prevailing stores issue rate of JDA + 5% storage charges at the time of issue of cement. NIL

### SCHEDULE – J: COST OF TENDER DOCUMENTS, PROCESSING FEES & EARNEST MONEY.

Demand Draft/Pay Order of Tender processing fees is payable in favour of M.D. R.I.S.L. & Cost Tender documents & Earnest Money is payable in favour of Secretary, JDA, Jaipur Payable At Jaipur. Demand Draft/Pay Order physically submitted Date 19-12-2014 upto 3.00 pm in office of **Executive Engineer- Zone 5** Room No. CB-FF-127, C.C.C. Building, JDA, Jaipur.

Signature of the Contractor  
With full Address

**EXECUTIVE ENGINEER-5**  
**JDA, Jaipur.**

## SPECIAL CONDITIONS

### **SCHEDULE 'H'**

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the 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 labour 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 effect 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, Tarboiler, sprayer etc.
13. The contractor shall arrange his own storage tanks upto 10 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of 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.
18. For paviour work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.

23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable
25. The tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
28. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

**Signature of Contractor**  
**with full address & Mobile No.**

**Executive Engineer –5**  
**JDA, Jaipur.**

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

Any person participating in a procurement process shall-

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

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

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

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

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

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

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

### **Declaration by the Bidder**

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

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

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

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

The designation and address of the First Appellate Authority is SE, J.D.A., Jaipur.

The designation and address of the Second Appellate Authority is ACE/Director Engineering II, JDA, Jaipur.

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

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

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

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

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

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

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

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

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

### **(5) Form of Appeals:-**

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

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

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

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

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

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

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

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

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

Place :.....

Date : .....

**Appellant's Signature**



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

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

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

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

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

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

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

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

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



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR, JAIPUR

G-Schedule

Name of Work :Supply and fixing wire fencing at brijlalpura jda land, Zone-5,  
JDA, Jaipur.

Based on PWD BSR 2012

Sr. No	Particulars	Quantity	Unit	Rate	Amount
1.00	180cm high fencing with angle iron post 55x55x6mm. placed at every 3Mtr. apart 45cm. in ground embedded in cement concrete 1:3:6 (30x30x60cm) corner and every tenth post to be strutted with 55x55x6mm. angle iron provided with 6 horizontal lines and two diagonals of black barbed wire between two posts fitted and fixed with G.I. staples including earth work in excavation etc. complete.	200.000	mtr	465.00	93,000.00
					93,000.00
<b>Total Amount Rs.</b>					<b>93,000.00</b>

Executive Engineer-5  
JDA, Jaipur

I/We hereby agree to execute the work

\_\_\_\_\_ % below/above (In Figure)

\_\_\_\_\_ % below/above (In words)

Signature of Contractor

With Name &full Address & Tel. No.

## जयपुर विकास प्राधिकरण, जयपुर

क्रमांक : जविप्रा/अधि.अभि.-5/2014/डी-863

दिनांक :- 11.12.2014

पूर्णकालीन बिड सूचना सं०-अधि.अभि.-5/43/2014-15

आयुक्त, जयपुर विकास प्राधिकरण की ओर से निम्नलिखित शर्तों पर विभिन्न विभागों/प्राधिकरण में पंजीकृत ठेकेदारों से मोहरबंद, निविदाएं निम्नलिखित अंकित दिनांक को प्रतिदिन अपराह्न 3 बजे तक उप निदेशक (व्यय एवं बजट) के कार्यालय में आवेदन प्राप्त किये जाकर 4.00 बजे तक लेखा शाखा द्वारा बेची जाकर निम्नलिखित अंकित दिनांक को मध्याह्न 3.00 बजे तक प्राप्त की जाकर उसी दिन मध्याह्न 3.30 बजे उपस्थित निविदादाताओं के समक्ष संबंधित अधिशाषी अभियंता, जविप्रा, जयपुर के द्वारा (टू-बिड निविदाओं के अतिरिक्त) उनके कक्ष में खोली जावेगी। विभिन्न विभागों में पंजीकृत AA, A, वर्ग के आवेदकों/ ठेकेदारों को 2 प्रतिशत एवं प्राधिकरण में पंजीकृत ठेकेदारों द्वारा 1/2 प्रतिशत अमानता राशि का डिमाण्ड ड्राफ्ट जो सचिव, जयपुर विकास प्राधिकरण के नाम हो निविदा के साथ संलग्न करना होगा।

क्र. सं.	निब संख्या	कार्य का नाम	अनुमानित राशि लाखों में	विक्रय दिनांक से	प्राप्ति दिनांक तक	कार्य की अवधि	जोन नं.	जॉब नं.	टी.एस. नं. व दिनांक
			निविदा शुल्क	दिनांक तक	प्रपत्र व डीडी प्राप्ति दिनांक खोलने की दिनांक				
2	43	जविप्रा जोन-5 क्षेत्र में बृजलालपुरा में जविप्रा भूमि पर तारबन्दी सप्लाई एवं फिक्शिग का कार्य	0.93	12-12-14 18-12-14	19-12-14	1 माह	5	D-363 2014-15	D-06 10-12-14
		Supply and fixing wire fencing at brijlalpura jda land, Zone-5, JDA, Jaipur.			19-12-14				
		19-12-14							

नोट:-

- बिड सम्बन्धी अन्य शर्तें अधिशाषी अभियन्ता-5 कार्यालय में देखी जा सकती है।
- बिड को बिना कारण बताये निरस्त किया जा सकता है।
- बिड्स को खोलने की दिनांक को अवकाश होने की स्थिति में आगामी कार्य दिवस को खोली जावेगी।
- बिडर बिड के साथ प्रस्तुत किये जाने वाले डिमाण्ड ड्राफ्ट/पे-आर्डर के पृष्ठ भाग पर कार्य एवं फर्म का नाम आवश्यक रूप से अंकित करेंगे।
- जयपुर विकास प्राधिकरण में पंजीकृत बिड दाताओं को 0.5 प्रतिशत एवं अन्य बिड दाताओं को 2 प्रतिशत अमानता राशि जमा करानी होगी।

अधिशाषी अभियन्ता-5  
जविप्रा, जयपुर।

प्रतिलिपि :-

- नोटिस बोर्ड, जविप्रा, जयपुर।

अधिशाषी अभियन्ता-5  
जविप्रा, जयपुर।