

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-13/2015-16/D-303

Dated: 10.08.2015

NOTICE INVITING BID

NIB No. : EE-13/04/2015-16

JOB No. : 11/2015-16

Online Bids are invited up-to 6.00 PM of 05/10/2015 for Construction of various road in AmerZone 13, JDA Jaipur. 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.jaipurjda.org.

To participate in the bid, bidder has to be:

1. 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 and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

(B.D. Sharma)
Executive Engineer-13

Annexure: 2**Detail NIB for uploading on SPP Portal, e-Procurement, JDA Portal & as part of NIB Document****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-13/2015-16/D-303

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NOTICE INVITING BID

NIB No. : EE-13/04/2015-16

Name & Address of the Procuring Entity	➤ Name: Executive Engineer-13, Jaipur Development Authority ➤ Address: CB-FF-106, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur-302004 (Rajasthan) ➤ Email:-sharmabd.jda@gmail.com
Subject Matter of Procurement	➤ for Construction of various road in Amer Zone 13, JDA Jaipur.
Period of work	➤ 12 Months
Bid Procedure	➤ Single Stage tender (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://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.jaipurjda.org
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 and Bid Security Deposit, online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 1000/- Rupees (One Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 1730.00 Lacs (Rupees One Thousand Seven Hundred thirty Lacs only)
Bid Security Deposit	➤ Amount (INR) : 2% (Rs. 34,60,000/-) (For A & AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 8,65,000/-) (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
Pre-Bid	➤ N/A
Start/ End Date for Bid Applying, Online Payment and Bid Submission	➤ Start Date: 21/08/2015 at 9.30 AM onwards ➤ End Date: 05/10/2015 at 6.00 PM

**Date/ Time/TechinclBid Opening	➤ 09/10/2015 at 3.30 PM ➤ CB-FF-106, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	➤ N/A
Bid Validity	➤ 120 days from the bid submission deadline
<p>*The amount is to be deposited online by bidder. In case the amount exceeds the online payment limit the payment may be made through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.</p> <p>** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date.</p>	
<p>Note:</p> <ol style="list-style-type: none"> Bidder (authorised 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 the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) 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, Safecrypt, 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). 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 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process. Training for the bidders on the usage of e-Tendering System (eProcurement) 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, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur 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. Procurement entity disclaims any factual/ or other errors in the bidding document (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. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail. 	

(B.D. Sharma)
Executive Engineer-13

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID
(POST QUALIFICATION ASSESSMENT)

FOR

Name of Work : Construction of various roads in Amer Area, Zone-13A (OLD), JDA, Jaipur

Period of Sale 21.08.15 To 05.10.15

Date of receipt of the bidFrom 21.08.15 to05.10.15 upto 6.00 PM

Date of opening of 09.10.15 at 3.30 PM in the of S.E. II JDA, Jaipur

Technical bid

Cost of Bid fees (Online) Rs 1000.00 in favour of Secretary, JDA, Jaipur

Cost of Processing fees (Online)	Rs 1000.00 in favour of MD RISL, Jaipur
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Completion Period	12 months
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NAME OF AGENCY M/S --... ..

EXECUTIVE ENGINEER(ZONE 13)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
GENERAL DETAILS OF BID

1.	NIB No.	EE-13/04/2015-16
2.	Name of the work	Constuction of various roads in Amer Area, Zone-13A (OLD), JDA, Jaipur
3.	Estimated Cost	Rs. 1730.00Lacs
4.	Cost of the Bid Document & processing fee	Rs.1000.00 in Favour of Secretary JDA, Jaipur & Rs. 1000.00 in favour MD RISL, Jaipur through ONLINE.
5.	Earnest Money	Amount (INR) : 2% (Rs. 34,60,000/-) (For A & AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 8,65,000/-) (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 (Payment will be made through ONLINE)
6.	Completion Period	12Months.
7.	Sales of Bid	FROM 21.08.15 To 05.10.15 upto 6.00 PM
8.	Date of submission of the Bid	FROM 21.08.15 To 05.10.15 upto 6.00 PM
9.	Date of opening of Technical Bid	09.10.15AT 3.30 PM in chamber of SE-II JDA, Jaipur
10.	DD Submission date & Time	Payment will be made through ONLINE
11.	Bid Document issued to	M/s -----
12.	Bid cost deposit	Receipt No. ----- Dated -----

EXECUTIVE ENGINEER (ZONE-13)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR SCHEDULE AND SPECIFICATIONS

Name of Work:- Construction of various roads in Amer Area Zone-13A(OLD), JDA, Jaipur

- | | | |
|-------------------------------------|---|--|
| 1. NIB No. | : | EE-13/04/2015-16 |
| 2. Approximate cost | : | Rs. 1730.00 Lacs |
| 3. Cost of the Bid document | : | Rs. 1000.00 (In favour of Secretary, JDA, Jaipur.)& Rs. 1000.00 in favour MD RISL, Jaipur |
| 4. Earnest Money | : | Amount (INR) : 2% (Rs. 34,60,000/-) (For A & AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 8,65,000/-) (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 (Payment will be made through ONLINE) |
| 5. Sale of Bid document | : | 21.08.15 TO 05.10.15 up to 6.00 PM |
| 6. Date & Time of submission of Bid | : | 21.08.15 TO 05.10.15 up to 6.00 PM |
| 7. Date & Time of opening Bid | : | 09.10.15 at 3.30 PM |
| 8. Completion period of work | : | Twelve (12) Months |
| 9. DD Submission Date & Time | : | (Payment will be made through ONLINE) |

SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

The Bidder should see the site and fully understand the conditions of the site before Bidding 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 BIDDER:

The drawing may be seen in office of the undersigned.

SCHEDULE - C: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:

List of the drawing to be supplied by the bidder NIL. But the bidder 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 bidder qualified personnel as required under the bidder enlistment rules duly approved by the Deptt. Shall have to be engaged at site by the Bidder. The deptt. reserves the right to engage such staff and recover the expenses from the bidder 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 bidder 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: BOQ IS ATTACHED SEPARATELY BASED ON BSR PWD 2013 (BULIDING/ ROAD & NH BSR 2013), JAIPUR.

SCHEDULE - H: SPECIAL CONDITION: Attached Separately.

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

SCHEDULE - J: COST OF BID DOCUMENTS, PROCESSING FEES & EARNEST MONEY.

Bid processing fees is payable in favour of M.D. R.I.S.L. & Cost Bid documents & Earnest Money is payable in favour of Secretary, JDA, Jaipur. Bidders have to pay bid processing fees, cost of bid document and EMD through ONLINE.

**Signature of the Bidder
With full Address**

**Executive EngineerZone-13
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 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 & Rule 1971.
04. 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 than that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
5. 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.
7. The rate quoted by the bidder shall remain valid for a period of 4 (Four) months from the date of opening of the bids.
8. 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.
9. 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 does not complete the work and the work has to be put to reBidding he will stand debarred for six months from participating of Bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. 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 Bidding 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 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 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."
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 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 Bidding for three months in JDA.
28. 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.
29. 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.
30. If any bidder quote a rate below than the Schedule-"G" rates i.e. rates below than at par, then the bidder has to deposit the difference amount i.e. amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within 7 days period he has to deposit difference amount in the form of BG/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/actual date of completion. In case of non-deposition of the same in specified period the 2% Bid security will be forfeited. In case work is not completed satisfactorily. The work performance security will be forfeited along with bid security.
31. Joint venture will be applicable as follows:-

In case the bidder comprise a joint venture or consortium following requirements shall also be complied with:-

 - A The total number of joint venture partners shall not exceed 2 (two). 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.
 - B 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 J.V. whether jointly or separately and entire execution of the contract (including payment) shall be carried out exclusively through the partner in charge.
 - C 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 o\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 of 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.
 - D Any one of the two partners, alone , should fulfill the technical criteria area. Similarly any one of the two partners, alone, should full fil the financial criteria area. For rest of the eligibility criteria qualifications of the two partners may be clubbed together.
 - E The individual partner of J.V alone or with other partners cannot participate in the same bid.
 - F Bid capacity is to be calculated by clubbing turn over and work in hand of all the joint venture firms.
 - G Attested copy of the Mou/Agreement /power of attorney entered in 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.
 - H All the members or the joint venture/ consortium shall be jointly and severally liable for the execution of the contract.

- I 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.
- J 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.
- K The experience certificate will be issued as per percentage of the shareholders defined in the JV agreement of the two partners.

Signature of Bidder
With full Address

Executive Engineer-13
JDA, Jaipur.

**ANNEXURE '1' : SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP)
FOR ROADS WORKS COSTING RS. 25.00 LACS AND MORE**

ROAD WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be Three years. Road 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 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
Routine maintenance of Road Works,
(i) 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
(ii) 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 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 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.
3	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 <u>once in every one & half years.</u>
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting <u>once in every one & half years.</u> Ordinary Paint Maintenance as and when required. Repainting <u>thrice in every years.</u>
7	Damages beyond control 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 Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particular 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.

2.2.2 Refund of SD -

The Security Deposit will be release in the following stages after satisfactory performance certificate issued by Engineer-In-Charge :-

S.No.

1	After completion of one year	20% of SD Amount
2	After completion of two year	20% of SD Amount
3	After completion of three year	Remaining 60% of SD Amount

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.

**Signature of Bidder
With full Address**

**Executive Engineer-13
JDA, Jaipur.**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
ADDITIONAL SPECIAL CONDITION:-

1. The renewed roads shall be under defect liability period of the agency executing the work for 3 years after actual date of completion of work.
2. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
3. The agency shall make available all testing equipment required at plant and site along with technicians.
4. In case some agency stands as L1 in more than one work and the rate is considered to be reasonable then while computing the bid capacity the value of work (choice of work will be given by agency) will be included as liability on the part of agency for the purpose of evaluating bid capacity for the other work.
5. Third party supervision of QC shall be followed in the works.
6. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
7. Agency to take levels of road jointly with site staff of the Engineer In Charge before execution of the work at his own cost and get the final levels approved from Engineer In Charge before execution.
8. Agency shall arrange video graphing and photography the road prior to start of work, during execution of work and after completion of the work at his own cost and submitted to JDA.
9. Cement shall be OPC - 43 Grade as per relevant IS Code.
10. The RMC shall be procured either from such plants established by cement manufacture like ACC, J.K. Ultra Tech etc. or self established computerized RMC plant of minimum capacity of 30 cum /pr hr at agency's location.
11. Ad mixtures/ plasticizers shall be of Fosroc/Sika make or equivalent or as approved by the Engineer in charge.
12. As per the decision in 183rd meeting of executive committee held on 23.09.2013 the following condition will be included in the format of each and every Bank Guarantee to be received.
"The amount covered under the above Bank Guarantee shall automatically be credited in the accounts of JDA in ICICI Bank, JDA, and Campus through IFSC Code No. Bank Account No. on the date of expiry date or produce NOC from JDA in written for its release."

Executive Engineer-13
JDA, Jaipur

Signature of bidder with
Full address and E-Mail.

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 subbidder, 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 Executive Engineer Zone 13 JDA Jaipur for procurement of **Constuction of various roads in AmerArea Zone-13A(OLD), JDA, Jaipur**in response to their Notice inviting Bids No EE 13/04Dated 2015-16 I/wehereby 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 Executive Committee.

The designation and address of the Second Appellate Authority is **Addl. Chief Secretary UDH. 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 thereunder, 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.

Annexure D :Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

FORM No. 1
[see rule 83]

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

Appeal No.....ofBefore
the.....(First/Second Appellate authority)

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

Place :

Date :

Appellant's Signature

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITIONS OF CONTRACT OF POST QUALIFICATION ASSESSMENT BIDDERS

Name of Work: Constuction of various roads in Amer Area Zone-13A (OLD), JDA, Jaipur

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

Procedure:

1. Procedure for **POST QUALIFICATION ASSESSMENT** would be as follows:

- (a) Tender documents 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 covers which shall comprise of –

Cover-1 The Technical Bid will be opened only of those bidders whose proper earnest money, Bid document & processing fess will be cleared by the ONLINE payment system

Cover-2 Complete Tender Document along with addendums / amendments issued and uploaded by the department on the above website tender form and schedules for post Qualification bid and scanned copies of supporting Documents as required for qualification as detailed herein after.

- (b) The Technical Bid will be opened only of those bidders whose proper earnest money, Bid document Fees & processing fess will be cleared by the ONLINE payment system. VAT Clearance Certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of bidder in required category are found to be in order. The earnest money will be accepted only in form of ONLINE payment system in the name of Secretary, JDA, Jaipur & Processing fee in favour MD RISL, Jaipur
- (c) The Technical bid would be opened on **09.10.15 at 3.30 PM** in the Chamber of S.E-II, J.D.A, Jaipur
- (d) The Financial Bid Envelope would be opened only of those bidders who will fulfill the **POST QUALIFICATION ASSESSMENT** criteria.

Note :-

- (iii) **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 ASSESSMENT** 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.

S.No.	Item	Quantity
1	Earth work	67992.00 Cum
2	GSB/ WBM/WMM	17010.00 Cum
3	Bituminous work by paver	5295.00 MT
4	Controlled Cement Concrete M-30 & Above	5045.00 Cum

Note :-

- (i) **The Bidder should enclose the certificate having quantities Financial year wise other wise 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, Govt. Undertakings, Autonomous Bodies shall only be considered.**

- (b) The bidder should have completed at least one work of similar nature of work in last three Financial years (including current year, if opted by the bidder) of the value not less than 50.00% (Rs.865.00 lacs) of the 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.**

- (c) The bidder should have achieved an annual financial turnover of at least 60.00%(Rs. 1038.00 Lacs) of the Estimated cost of work (bid cost) any one of the last three financial year years (including current year, if opted by the bidder).

Note :-

- (i) **The bidder should enclose certificate of Turn Over 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.**

- (d) The bidder should give Affidavit to deploy the machinery and equipment as specified in Schedule – III for the execution of this work.

- (e) 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:

$$\text{Bid Capacity} = (A \times N \times 3 - B)$$

Where

- A = Maximum value of civil engineering work executed in any one year during the last 5 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However the bidder may opt. The current year in the above said five years assessment period.
- N = Number of year prescribed for completion of the work for Which bids are invited. In present case the value of N is 1.0
- 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.**

- (f) **Litigation History :** -Bidders should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The max value (updated at the present price level) of Disputed Amount claimed in Litigation/Arbitration resulting from contracts executed in last five years shall be furnished in Schedule VI.

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	(2015-16)	1.00
(b)	For last year	(2014-15)	1.00
(c)	For one year before	(2013-14)	1.10
(d)	For two year before	(2012-13)	1.21
(e)	For three year before	(2011-12)	1.33
(f)	For four year before	(2010-11)	1.46

3. Documentation:

The bidder should furnish the following document 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) Affidavit regarding machinery and equipments required for deployment, as detailed scheduled - III.
- (e) Information regarding details of maximum value of civil engineering works executed in any one year during the last five years taken into account the completed as well as work in progress in schedule - IV.
- (f) Information regarding existing commitment and ongoing works to be completed in schedule - V.
- (g) Information regarding details of litigation or arbitration contracts to be furnished in schedule VI.
- (h) Calculation Bid capacity as per schedule VII
- (i) Affidavit 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.
Amscand affidavit of bidder in required are found in order with technical bid.
- (b) The bidder should give an affidavit 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 the paging of all enclosure of bid document.

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 (i) or is not in accordance with procedure specified in Para 1, or is not accompanied with earnest money & VAT clearance Certificate and registration of bidder 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 support or affidavit is not duly attested by notary public / gazetted officer then bid of the bidder is to be rejected.

EXECUTIVE ENGINEER (ZONE-13)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

SCHEDULE - I
FINANCIAL RESOURCES AND CAPABILITY
(Reference Clause 3 (a))

1.Name of Bidder M/S.

2.Total financial turnover achieved by the bidder in the last Five financial years:

	Year	Turnover
(1)	2014-2015	
(2)	2013-2014	
(3)	2012-2013	
(4)	2011-2012	
(5)	2010-2011	

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 bidder ever been debarred from Biding for Central Government / any 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 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.

Date:

Signature of Bidder
With Seal wherever applicable

To be given on Non-Judicial stamp

Paper of Rs. 10/- only, duly attested by
Oath-Commissioner / Notary Public

Schedule - III

[Reference Clause 3(d)]
AFFIDAVIT

I/We..... Proprietor/ Partner/ Authorized signatory of M/s
..... undertake the oath 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
1	Fully Automatic computerized batch Type HMP(Hot Mix Plant)(Owned/lease)	1 No.	
2	Vibratory Roller / Tandem Roller (Owned/lease)	1 No.	
3	Sensor paver (Owned/lease)	1 No.	
4	Static Roller (Owned/lease)	3 No.	
5	Pneumatic Tyre Roller (Owned or Lease)	1 No.	
6	Bitumen boiler with sprayer (Owned/lease)	1 No	
7	J. C.B (Owned or lease)	2 No	
8	Tractor/ Truck / Dumper/ Tipper (Owned or lease)	12 No	
9	Compressor (Owned or lease)	1 No	
10	Automatic Batch type cement concrete plant(Owned/lease)	1 No	
11	Screed Vibrator (Owned/lease)	4 No	
12	Needle vibrator (Owned/lease)	4 No	
13	Generator set (Owned or lease)	4 No	
14	Dewatering system (Owned/lease)	4 No	
15	Floater (Owned/lease)	4 No	
16	Transit Mixture	5 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)

SCHEDULE - II
[Reference clause 3(b)]

Details of Quantities of work executed of Similar Nature work 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
					Earth work	GSB/ WBM/WMM	Bituminous work by paver	Control CC M 30 & above	
1									
2									
3									
4									
5									

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

Signature of Bidder

Note: Certificates from the concerned Engineers-in-charge should be enclosed in support and verification of the above statement.

Reference Clause 3 (e)

TAKING INTO ACCOUNT THE COMPLETED AS WELL AS WORKS IN PROGRESS

[illegible]

Signature of Bidder

SCHEDULE - V

[Reference Clause 3(F)]

DETAILS OF EXISTING COMMITMENTS & ONGOING WORKS TO BE COMPLETED

[illegible]

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

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 at Page No. _____
2.	N = Number of years prescribed for completion of the Work for which bids are invited i.e. 12 months.	1.0	
3.	B = Value at present price level of existing Commitments and ongoing works to be Completed during the next 12 months.	_____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 on Non-Judicial stamp
Paper of Rs. 10/- only, duly attested by Notary Public

AFFIDAVIT

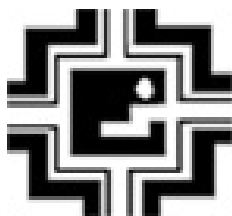
I/We..... Proprietor/ Partner/ Authorized signatory of M/s
..... under take the oath that the information furnished by me/us in schedule I to VII of the
assessment Bid for.Is correct to the best of
my/our knowledge. If any information is found to be incorrect JDA has right to reject the Bid and to take action against
me/us as per rules.

.....

Proprietor/ Partner/ Authorized signatory

M/s

.....



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

FINANCIAL BID

(POST QUALIFICATION)

Envelope - 2

FOR

NAME OF WORK:-Construction of various roads in Amer Area Zone-13A(OLD), JDA, Jaipur

Period of Download	: 21.08.2015 to 05.10.2015
Period of Upload	21.08.2015 05.10.2015
Date of submission of BidDocument Cost, processing fees & EMD	: Payment should be made through online
Date of opening of technical bid	: 09.10.2015 at 03:30 PM (in the chamber of S.E. II JDA,Jaipur.
Cost of Bid	: Rs. 1000.00 (in favour of Secretary, JDA payable at Jaipur.) ONLINE
Bid processing Fee	1000.00 (in favour of MD RISL payable at Jaipur. ONLINE
	: 12 Months
Name of Agency M/s	: -----

**Executive Engineer-13
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of Work: -Constuction of various roads in Amer Area Zone-13A(OLD), JDA, Jaipur

- | | | | |
|-----|--|---|--|
| 1. | NIB No. | : | NIB-13/ 04/ Dated10.08.2015 |
| 2. | Approximate cost | : | Rs. 1730.0 Lacs |
| 3. | Cost of the Bid document | : | Rs. 1000.00 (In favour of Secretary, JDA, Jaipur.) ONLINE |
| 4. | Bid Processing Fees | : | Rs. 1000.00 (In Favour of M.D. RISL, Jaipur.) ONLINE |
| 5. | Earnest Money (In favour of Secretary, JDA, Jaipur.) | : | Amount (INR) : 2% (Rs. 34,60,000/-) (For A & AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 8,65,000/-) (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 (Payment will be made through ONLINE) |
| 6. | Download of Bid document | : | 21.08.2015 to 05.10.2015 up to 6:00 PM |
| 7. | Upload the Bid Document | : | 21.08.2015 to 05.10.2015 up to 6:00PM |
| 8. | Date of submission of Bid cost, Processing fees& EMD | : | Payment will be made through ONLINE |
| 9. | Date of opening of Bid | : | 09.10.2015 at 03:30 PM in chamber of SE-II, JDA, Jaipur. |
| 10. | Completion period of work | : | 12 Months |

SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

The Bidder should see the site and fully understand the conditions of the site before bidding and include all lead, 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 TECHNICAL SANCTION AND DRAWING:

The Technical Sanction, specifications, scope of work and drawings may be seen in office of the undersigned.

SCHEDULE - C: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:

List of the drawing to be supplied by the bidder NIL. But the bidder 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 testing 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 duly approved by JDA shall have to be engaged at site by the bidder at his cost. The JDA reserves the right to engage such staff and recover the expenses from the bidder 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 bidder 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 _____ 10 _____ days of issue of work order and complete within time limit.

SCHEDULE - G: BOQ IS ATTACHED SEPARATELY BASED ON BSR PWD 2013 (BUILDING/ROAD) & NH BSR(2013).

SCHEDULE - H: SPECIAL CONDITION:

Attached Separately.

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

.

SCHEDULE - J: COST OF BID DOCUMENTS, PROCESSING FEES & EARNEST MONEY.

Bid processing fees is payable in favour of M.D. R.I.S.L. & Cost Bid documents & Earnest Money is payable in favour of Secretary, JDA, Jaipur. Bidders have to pay bid processing fees, cost of bid document and EMD through ONLINE.

Signature of the Bidder
With full Address

Executive Engineer-13,
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 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 & Rule 1971.
04. 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 than that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
5. 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.
7. The rate quoted by the bidder shall remain valid for a period of 4 (Four) months from the date of opening of the bids.
8. 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.
9. 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 does not complete the work and the work has to be put to reBidding he will stand debarred for six months from participating of Bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. 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 Bidding can be allotted to them, Therefore, before bidding 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 the 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 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 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."
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 Bider 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.
28. 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.
29. 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.
30. If any bidder quote a rate below than the Schedule-"G" rates i.e. rates below than at par, then the bidder has to deposit the difference amount i.e. amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within 7 days period he has to deposit difference amount in the form of BG/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/actual date of completion. In case of non-deposition of the same in specified period the 2% Bid security will be forfeited. In case work is not completed satisfactorily. The work performance security will be forfeited along with bid security.
31. Joint venture will be applicable as follows:-

In case the bidder comprise a joint venture or consortium following requirements shall also be complied with:-

 - A The total number of joint venturepartners shall not exceed 2 (two). 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.
 - B 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 J.V. whether jointly or separately and entire execution of the contract (including payment) shall be carried out exclusively through the partner in charge.
 - C 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 o\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 of 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.
 - D Any one of the two partners, alone , should fulfill the technical criteria area. Similarly any one of the two partners, alone, should full fil the financial criteria area. For rest of the eligibility criteria qualifications of the two partners may be clubbed together.
 - E The individual partner of J.V alone or with other partners cannot participate in the same bid.
 - F Bid capacity is to be calculated by clubbing turn over and work in hand of all the joint venture firms.
 - G Attested copy of the Mou/Agreement /power of attorney entered in 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.
 - H All the members or the joint venture/ consortium shall be jointly and severally liable for the execution of the contract.

- I 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.
- J 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.
- K The experience certificate will be issued as per percentage of the shareholders defined in the JV agreement of the two partners.

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

**Executive Engineer-13
JDA, Jaipur**

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

1. ROAD WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be three years. Road 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 Road works and removal of defect during Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, strengthening 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 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 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.
3	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 <u>once in every one and half years.</u>
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting <u>once in every one and half years.</u> Ordinary Paint Maintenance as and when required. Repainting <u>thrice in every years.</u>
7	Damages beyond control 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 Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particular 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.En 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 Security Deposit will be release in the following stages after satisfactory performance certificate issued by Engineer-In-Charge:-

S.No.

1	After completion of one year	20 % of SD Amount
2	After completion of two year	20 % of SD Amount
3	After completion of three year	Remaining 60% of SD Amount

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.

2.2.3 Force Majeure

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

**Signature of Bidder
With full Address**

**Executive Engineer-13
JDA, Jaipur.**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
ADDITIONAL SPECIAL CONDITION:-

1. The renewed roads shall be under defect liability period of the agency executing the work for 3 years after actual date of completion of work.
2. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
3. The agency shall make available all testing equipment required at plant and site along with technicians.
4. In case some agency stands as L1 in more than one work and the rate is considered to be reasonable then while computing the bid capacity the value of work (choice of work will be given by agency) will be included as liability on the part of agency for the purpose of evaluating bid capacity for the other work.
5. Third party supervision of QC shall be followed in the works.
6. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
7. Agency to take levels of road jointly with site staff of the Engineer In Charge before execution of the work at his own cost and get the final levels approved from Engineer In Charge before execution.
8. Agency shall arrange video graphing and photography the road prior to start of work, during execution of work and after completion of the work at his own cost and submitted to JDA.
9. Cement shall be OPC - 43 Grade as per relevant IS Code.
10. The RMC shall be procured either from such plants established by cement manufacture like ACC, J.K. Ultra Tech etc. or self established computerized RMC plant of minimum capacity of 30 cum /pr hr at agency's location.
11. Ad mixtures/ plasticizers shall be of Fosroc/Sika make or equivalent or as approved by the Engineer in charge.
12. As per the decision in 183rd meeting of executive committee held on 23.09.2013 the following condition will be included in the format of each and every Bank Guarantee to be received.
"The amount covered under the above Bank Guarantee shall automatically be credited in the accounts of JDA in ICICI Bank, JDA, and Campus through IFSC Code No.
Bank Account No. on the date of expiry date or produce
NOC from JDA in written for its release."

Executive Engineer-13
JDA, Jaipur

Signature of bidder with
Full address and E-Mail.

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 subbidder, 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 Executive Engineer Zone 13A JDA Jaipur for procurement of **Constuction of various roads in Amer Area, Zone-13A(OLD), JDA, Jaipur** in response to their Notice inviting Bids No EE 13/04Dated 2015-16 I/wehereby 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 **Executive Committee.**

The designation and address of the Second Appellate Authority is **Addl. Chief Secretary UDH. 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 thereunder, 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.

Annexure D :Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

FORM No. 1

[see rule 83]

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

Appeal No.....ofBefore
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

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of work - Construction of various roads in Amer Area Zone-13A(OLD), JDA, Jaipur.						
Contract No: NIB NO. EE-13/04/2014-15						
Bidder Name:		Excess (+)		%		
SCHEDULE OF WORKS (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	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. Granular Sub-base with Well Graded Material (Table 400.1)	131693.00	Cum	29.00	Rupees Twenty Nine Only	3819097.00
2.00	Earth, Sand, Lime, Morrum manure or sludge Add for each 1 Km beyond 1st Km(upto 5 Km.)	131206.00	Cum	3.00	Rupees Three Only	393618.00
3.00	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	131693.00	Cum	35.00	Rupees Thirty Five Only	4609255.00
4.00	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	10658.00	Cum	445.00	Rupees Four Hundred & Forty Five Only	4742810.00

Signature of Tenderer with seal

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of work - Construction of various roads in Amer Area Zone-13A(OLD), JDA, Jaipur.						
Contract No: NIB NO. EE-13/04/2014-15						
Bidder Name:		Excess (+)		%		
<p align="center">SCHEDULE OF WORKS</p> <p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
5.00	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	15369.00	Cum	1190.00	Rupees One Thousand One Hundred & Ninety Only	18289110.00
6.00	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	7993.00	Cum	400.00	Rupees Four Hundred Only	3197200.00
7.00	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	69672.00	Sqm	35.00	Rupees Thirty Five Only	2438520.00
8.00	Tack Coat: Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared biuminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	69672.00	Sqm	10.00	Rupees Ten Only	696720.00

Signature of Tenderer with seal

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of work - Construction of various roads in Amer Area Zone-13A(OLD), JDA, Jaipur.						
Contract No: NIB NO. EE-13/04/2014-15						
Bidder Name:		Excess (+)		%		
<div>SCHEDULE OF WORKS</div> <div>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</div>						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
9.00	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.	69672.00	Sqm	12.00	Rupees Twelve Only	836064.00
10.00	Bituminous Macadam Providing and laying bituminous macadam with hot mix plant using crushed aggregates of grading as per Table 500.4 premixed with bituminous binder, transported to site with all leads laid over a previously prepared surface with paver finisher to the required grade, level and alignment and rolled to achieve the desired compaction as per MoRD Specification Clause 504. Bitumen (VG-30)	7664.00	MT	2690.00	Rupees Two Thousand Six Hundred & Ninety Only	20616160.00
11.00	20mm thick Open-Graded Premix Carpet using Bituminous (penetration grade/modified bitumen) Binder Providing, laying and rolling of open-graded premix carpet of 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates either using penetration grade bitumen or emulsion to required line, grade and level to serve as wearing course on a previously prepared base, including mixing in a suitable plant, laying and rolling with a three wheel 80-100 kN static roller capacity, finished to required level and grades to be followed by seal coat of either Type A or Type B or Type C as per MoRD Specification Clause 508. By Mechanical Means Bitumen (VG-30)	2926.00	MT	3025.00	Rupees Three Thousand & Twenty Five Only	8851150.00

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Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
12.00	Seal Coat Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using Type A, Type B and Type C as per MoRD Specification Clause 510 By Mechanical Means Type B Bitumen (VG-30)	69672.00	Sqm	43.00	Rupees Forty Three Only	2995896.00
13.00	Providing and laying reinforced cement concrete pipe NP3 for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets Clause 1106. 1000 mm dia	100.00	R.mtr	4000.00	Rupees Four Thousand Only	400000.00
14.00	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and MoRD specifications Clause 802, 803, 1202 & 1203 P.C.C. grade M 15 Nominal mix (1:2:5:5)	5238.00	Cum	3040.00	Rupees Three Thousand & Forty Only	15923520.00
15.00	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and MoRD specifications Clause 802, 803, 1202 & 1203 P.C.C. grade M 10 Nominal mix (1:3:6)	704.00	Cum	2940.00	Rupees Two Thousand Nine Hundred & Forty Only	2069760.00
16.00	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and MoRD specifications Clause 802, 803, 1202 & 1203 P.C.C. grade M 20 Nominal mix (1:2:4)	70.00	Cum	3485.00	Rupees Three Thousand Four Hundred & Eighty Five Only	243950.00

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SCHEDULE OF WORKS (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
17.00	Providing and erecting direction and place identification retroreflectorised sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3, fixed over aluminium sheeting, 2 mm thick with area not exceeding 0.9 sqm supported on a mild steel single angle iron post 75 x 75 x 6 mm firmly fixed to the ground by means of properly designed foundation with M- 15 grade cement concrete 450 x 450 x 600 mm, 600 mm below ground level as per approved drawing and MoRD Specification Clause 1701 upto 0.9 sqm size board	20.00	Sqm	10320.00	Rupees Ten Thousand Three Hundred & Twenty Only	206400.00
18.00	Construction of un-reinforced, dowel jointed at expansion and construction joint only, plain cement concrete pavement, thickness as per design, over a prepared sub base, with 43 grade cement as per Clause 1501.2.2 M35 (Grade), coarse and fine aggregates conforming to IS:383, maximum size of coarse aggregate not exceeding 25 mm, mixed in a automatic concrete mixing plant, using approved mix design,transported in transit mixture from plant to work site, laid in approved fixed side formwork (steel channel, laying and fixing of 125 micron thick polythene film, wedges, steel plates including levelling the form work as per drawing), spreading the concrete with shovels, rakes, compacted using needle, screed and plate vibrators and finished in continuous operation including provision of contraction and expansion, construction joints, applying debonding strips, primer, sealant, dowel bars, near approaches to bridge/culvert and construction joints, admixtures as approved, curing of concrete slabs for 14-days, using curing compound and water finishing to lines and grade as per drawing and Technical Specification Clause 1501 Including vacuum dewatering process with all required equipments	10089.00	Cum	5900.00	Rupees Five Thousand Nine Hundred Only	59525100.00

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<p align="center">SCHEDULE OF WORKS</p> <p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
19.00	Excavation for Structures Earthwork in excavation for structures as per drawing and MoRD specifications Clause 305.1 including setting out, construction of shoring and bracing, removal of stumps and other deleterious material and disposal upto a lead of 50 m, dressing of sides and bottom and backfilling in trenches with excavated suitable material. Ordinary soil Upto 3 m depth	4290.00	Cum	124.00	Rupees One Hundred & Twenty Four Only	531960.00
20.00	Stone masonry work in cement mortar in foundation complete as per drawing and MoRD specifications Clauses 702, 704, 1202 & 1203.Random Rubble Masonry 1:4 cement mortar	5139.00	Cum	2165.00	Rupees Two Thousand One Hundred & Sixty Five Only	11125935.00
21.00	Plastering with cement mortar (1:4), 20 mm thick on Stone work.	56628.00	Sqm	120.00	Rupees One Hundred & Twenty Only	6795360.00
22.00	SAND STONE FLOORING Random rubble dry stone Kharanja under floor.	4742.00	Cum	646.00	Rupees Six Hundred & Forty Six Only	3063332.00
23.00	Marking Centre Line and stop lines etc. on road as per IRC pattern with thermoplastic paint of approved quality and make with 8% glass beads laid on the road surface at temperature 160" C with a special applicator machine complete with a special applicator machine complete with labour material and traffic diversion arrangements.	3000.00	Sqm	485.00	Rupees Four Hundred & Eighty Five Only	1455000.00
Total Estimated Cost in Figures						172825917.00
Quoted Amount					172825917.00	172825917.00
Quoted Rate in Words		Rupees Seventeen Crore Twenty Eight Lakh Twenty Five Thousand Nine Hundred & Seventeen Only				

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