

कार्यालय अधिशाषी अभियन्ता जोन-2, जविप्रा जयपुर।

क्रमांक: जविप्रा/अधि.अभि.-2/15-16/डी - 686

दिनांक 5.10.2015

संशोधित निविदा सूचना

इस कार्यालय द्वारा जारी की गई निविदा सूचना संख्या EE-2/05/2015-16 के द्वारा कार्य "Renewal and Strengthening of Various Main roads in Zone 2 area, JDA, Jaipur" के संबंध में पूर्व में जारी की गई Technical Bid में त्रुटिवश कुछ कमियां रह गई इस कारण से Revised Technical Bid Upload की जा रही है।

अतः इसी Revised Technical Bid को ही निविदा फार्म के साथ संवेदकों द्वारा पूर्ति कर Upload की जानी है।



अधिशाषी अभियन्ता -2
जविप्रा, जयपुर

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

TENDER DOCUMENT

TECHNICAL BID

(POTENTIAL ASSESSMENT)

FOR

**“Renewal and Strengthening of various main roads in Zone-2 area, JDA
Jaipur “.**

Period of download	from 28.09.2015 to 19.10.2015
Period of upload	from 28.09.2015 to 19.10.2015 upto 6.00 PM
Start/End Date for Online payment	from 28.09.2015 to 19.10.2015 upto 6.00 PM
Date of submission of the bid	from 28.09.2015 to 19.10.2015 upto 6.00 PM
Date of opening of technical bid	Dated 27.10.2015 at 3:00 PM at Room No. CCC TF-309 Third Floor, Ram Kishore Vyas Bhawan Indira Circle, JLN Marg , Jaipur-302004

**Executive Engineer- Zone 2
Jaipur Development Authority**

NAME OF AGENCY M/s -----

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

“Renewal and Strengthening of various main roads in Zone-2 area,JDA, Jaipur ”

1. NIB No. : NIB 05 DATED 22.09.2015
2. Approximate cost : Rs. 685.00 Lacs
3. Cost of the tender document online : Rs. 1000.00 (In favour of Secretary, JDA, Jaipur.)
Processing fees online : Rs. 1000.00 (In favour of M.D. R.I.S.L., Jaipur.)
4. Earnest Money(In favour of Secretary, JD :
Jaipur.) online 1/2% Rs 342500 /- for Contractor enlisted in JDA
2 % Rs. 1370000.00 /- for other A & AA class
Contractor
5. Sale of Tender Document : 28.09.2015 to 19.10.2015 upto 6.00 PM
6. Date and time of opening technical Bid : 27.10.2015 at 3:00 PM in Room No. CCC TF-309 Third
Floor, Ram Kishore Vyas Bhawan, Indira Circle, JLN
Marg, Jaipur-302004.
7. Completion period of work : Nine (9) Months

SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:

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

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

The drawing may be seen in office of the undersigned.

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

SCHEDULE - D: TEST OF THE MATERIALS:

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

SCHEDULE – E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

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

SCHEDULE – G: ATTACHED SEPARATELY BASED ON BSR PWD 2013, JAIPUR.

SCHEDULE – H: SPECIAL CONDITION: Attached Separately.

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

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

SCHEDULE – J Cost of bid documents and earnest money as above described.

Date of submission of Bid Cost, Process Cost & EMD upto 19-10-2015 upto 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid applying, Online payment & Bid submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

Signature of the Contractor

With full Address

EXECUTIVE ENGINEER- 2

JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR POTENTIAL ASSESSMENT OF CONTRACTORS

Name of Work: “Renewal and Strengthening of various main roads in Zone-2 area, Jaipur ”

Special conditions of contract for **POTENTIAL 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 to contract.

1. Procedure:

Procedure for **POTENTIAL ASSESSMENT** would be as follow:

- (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 folders which shall comprise of –

Two-folder system would be adopted for POTENTIAL ASSESSMENT, folder– 1 being the Technical Bid and folder –2 being the Financial Bid.
- (b) The technical bid will be opened only of bidders whose proper Earnest money, VAT clearance certificate (Six months back from the opening of Technical Bid) and copy of registration of contractor in required category are found to be in order. The earnest money will be accepted only in form of Online in the name of Secretary, JDA, Jaipur.
- (c) The Technical Bid folder would be opened on the date 27.10.2015 at 3:00PM in the Room no. CCC TF-309 Third Floor, Ram Kishore Vyas Bhawan, Indira Circle, JLN Marg , Jaipur.
- (d) The Financial Bid folder would be opened only of those bidders who fulfill all the POTENTIAL ASSESSMENT criteria.

Note:-

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

2. Criteria:

Criteria for POTENTIAL 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	DBM/BC/SDBC/BM etc. by paver	3445.00 MT
2	Control CC/ RCC	1113.00 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 Govt. Union Territory, Govt. Undertakings, Autonomous Bodies shall only be considered.
- (b) The bidder should have completed at least **one similar nature work** in last **Five financial year** (including current year, if opted by the bidder) of value not less than **Rs 228.33 lacs** of the Estimated Cost of the work (bid cost) updated to present price level)

Note :-

- (i) The starting & completion date of the work is to be in between above said financial year. If no then maximum work (70%) is to be completed in above said financial year.
 - (ii) If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.
- (c) The bidder should have achieved an annual financial **turnover** of at least 33.33 % i.e. **Rs 228.33 lacs** of the Estimated Cost of the work (bid cost) in any one of last **Five financial 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 years & 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 current year in the five year assessment period

 N = Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 0.75

 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:** - Bidder should provide an accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The maximum value (updated at the present price level) of disputed amount claimed in the litigation / arbitration resulting from contracts executed in last five years shall be deducted from the calculated Bid Capacity of the bidder. The details shall be furnished in Schedule VI.

Note:-

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

(a)	Year 2015-16	1.00
(b)	Year 2014-15	1.00
(c)	Year 2013-14	1.10
(d)	Year 2012-13	1.21
(e)	Year 2011-12	1.33
(e)	Year 2010-11	1.46

Documentation :

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

- (a) Information regarding financial resources and capability in Schedule –I.
- (b) Information regarding works executed in the last five years in Schedule–II
- (c) Certificates from the concerned Engineer–In–Charge in support and verification of the information furnished in Schedule–II
- (d) Affidavit regarding machinery and equipment required for deployment, as detailed in scheduled – III.
- (e) Information regarding details of maximum value of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress in schedule – IV.
- (f) Information regarding existing commitments and ongoing works to be completed in schedule – V.
- (g) Information regarding details of litigation or arbitration contracts to be furnished in schedule – VI.
- (h) Calculation of Bid capacity in schedule – VII.
- (i) Affidavit as per Annexure I.

3. Important:

- (a) The bidder must ensure that all the information required in the Documents is furnished by him complete in all respects. He would not be allowed to withdraw any document, or to rectify any information furnished therein, after submitting the bid.
- (b) that the information furnished in schedule I, to VII is correct. If any information is found incorrect, the offer of the bidder shall be rejected and action be taken as per rules.
- (c) Bidders must do paging of all enclosure of bid documents.

4. 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 (C) or is not in accordance with procedure specified in Para 1, or is not accompanied with earnest money & VAT clearance Certificate and registration of contractor in required category it would be liable for rejection
- (ii) Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection.

EXECUTIVE ENGINEER (ZONE- 2)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

Schedule – I
FINANCIAL RESOURCES AND CAPABILITY

[Reference clause 3 (a)]

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

S.no.	Year	Turnover
(1)	2015-16	
(2)	2014-15	
(3)	2013-14	
(4)	2012-13	
(5)	2011-12	
(6)	2010-11	

Note: Balance Sheets and Profit & Loss Accounts is to be enclosed by the bidder which is considered by him as per criteria 2 (a).

3. Total financial Turnover projected in the current financial year
4. Has the bidder ever been debarred from tendering for Central Government / State Government / any Government undertaking?
Yes / No, if yes give details.
5. Has bidder ever been declared insolvent?
Yes/No, if yes give details.
6. Name(s) and Address of Branch/(s) for bidder's Bankers.

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

Date :

Signature of Bidder
(With Seal wherever applicable)

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 Item of Work		
					DBM/BC/ SDBC/BM ETC. BY PAVEN	CONTROL CC/RCC	
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

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 under take 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 (In Nos.)	Availability	
			Owned	Leased
1	Automatic fully computerized Hot Mix plant.	1		
2	Road roller (static)	2		
3	Road roller (vibratory)	1		
4	Paver finisher	1		
5	Tipper	5		
6	Needle Vibrator	2		
7	Plate Vibrator	2		
8	Screed Vibrator	1		
9	Pneumatic tyre roller(PTR)	1		

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 - IV

Reference Clause 3 (e)

DETAILS OF MAXIMUM VALUE CIVIL ENGINEERING WORKS EXECUTED IN ANY ONE YEAR DURING THE LAST FIVE YEARS TAKING INTO ACCOUNT THE COMPLETED AS WELL AS WORKS IN PROGRESS

[illegible]

Signature of Bidder

SCHEDULE - V

[Reference Clause 3(f)]

DETAILS OF EXISTING COMMITMENTS & ON GOING 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 year (updated to present price level) be adding 10% every year taking into account the completed as well as work in progress (Rs. In Lacs.)Lacs.	Certified details enclosed at Pate No.
2	n = Number of years prescribed for completion of the work for which bids area invited (in present case value of n shall be 0.75).	0.75	
3	B= Value at present price level of existing commitments and on going works (in hand) to be completed during next three months (period of completion of the work for which bids are invited).Lacs.	Certified details enclosed at Pate No.

$$\begin{aligned} \text{BID CAPACITY} &= A \times N \times 3 - B \\ &= \text{.....Lacs.} \end{aligned}$$

Signature of Bidder

ANNEXURE- I

(Reference Clause 3(i))

To be given on Non-Judicial stamp
Paper of Rs. 10/- only, duly attested by
Oath-Commissioner / 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 VI of the Technical Bid for
“Renewal and Strengthening of various main roads in Zone-2 area, JDA Jaipur “. 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

**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
- (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. (If constructed by the same road agency)	Once in a year, generally after rains.
2	Making up of shoulders. (If constructed by the same road agency)	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc. (If constructed by the same road agency)	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)	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 two 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 thrice in every years.
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 particulars attention on those road sections, which are likely to be damaged during rainy season.

2.1.2 One register has to be maintained by every A.En. for recording the inspection details works 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 released in the following stages after satisfactory performance certificate issued by Engineer-In-Charge:-

- | | | |
|---|--------------------------------|----------------------------|
| 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 the Contractor
With full Address

Executive Engineer-2
JDA, Jaipur

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice inviting Bids No.....Dated.....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 JDC

The designation and address of the Second Appellate Authority is E.C.

(1) Filing an appeal:-

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

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

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

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

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

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

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

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

(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

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

SPECIAL CONDITIONS

SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level /cost.
02. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
03. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule1971.
04. The JDA shall have right to cause an audit technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
5. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Wherever any claim against the contractor for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor, In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
7. The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
8. By submission of this tender the contractor 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 contractor and conditional tender is liable to be rejected.
10. All transaction in this execution of this work and this tender will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
11. If any tender withdraws his tender prior to expiry of said validity period given at S.No. 8 or mutually extended prior or makes modifications in the rate, terms and conditions of the tender within the said period which are not acceptable to the department or fails to

commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering he will stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement

12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
13. The contractor shall arrange his own Storage tanks up to 10 tones capacity for strong bulk bitumen. Wherever supplied by the department.
14. Rules regarding enlistment of contractor provide that work up to the times limit for which they are qualified for tendering can be allotted to them, Therefore, before tendering the contractor will keep this in mind, and submit the details of the work. Tenders 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 contractor 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 contractor after expiry of 3 days period's
16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes 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 Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the 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 tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
28. The contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
29. 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 quotes 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 14 days period he has to deposit difference amount in the form of B.G/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."

Signature of Contractor
With full Address

Executive Engineer-2
JDA, Jaipur.