## JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. JB-B-(M) Court building basement, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004 Telephone: +91-141-2569696 e.mail: bonijda@gmail.com

No:- JDA/EE-6/2015-16/D-290

Date: 30.09.2015

**NOTICE INVITING BID** 

NIB No.: EE-6/02 & 03/2015-16

Online Bids are invited up-to 6.00 PM of 16/11/2015 for (1) "Widening and improvement of 160' wide road from Jaipur Ajmer Rly line to Niwaru road, Zone 6, JDA, Jaipur." (2) "Widening and improvement of 100' Sector road connecting 160' wide Boring road in Sector-16, Zone 6, 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.

Portal of Government 2. Registered on e-Procurement of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

> Executive Engineer-6, JDA, Jaipur.

## Annexure: 2 Detail NIB for uploading on SPP Portal, e-Procurement, JDA Protal & as part of NIB Document

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Telephone: +91-141-2569696 e.mail: bonijda@gmail.com

No:- JDA/EE-06/2015-16/D-290 Date: 30.09.2015

#### **NOTICE INVITING BID**

NIB No. : EE-06/03/2015-16 Job No. 249/2015-16

Name & Address of the	➤ Name: Executive Engineer-06, Jaipur Development Authority
<b>Procuring Entity</b>	Address: Room No. JB-B-(M) Court building basement, Ram Kishore Vyas
	Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004
	➤ Email:- bonijda@gmail.com
Subject Matter of Procurement	➤ Widening and improvement of 100' Sector road connecting 160' wide
	Boring road in Sector-16, Zone 6, JDA, Jaipur
Period of work	≽6 Months
Bid Procedure	➤ Single Stage tender (eg. Single-stage Two part (envelope) open
	competitive) eBid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Rid Evaluation Criteria (Selection	➤L1 (eg.Least Cost Based Selection (LCBS)-L1)
Method)	LI (eg.Least Cost based Selection (LCb3)-LI)
Websites for downloading	➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan. gov.in,
Bidding Document,	www.jaipurjda.org
Corrigendum's, Addendums,	
etc.	
Website for online Bid	➤ Website: www.jaipurjda.org
application and payment *	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.  o Bidding document fee: Rs. 1000/- Rupees (One Thousand only)
	RISL Processing Fee: Rs. 1000/ - (Rupees One Thousand only)
	Requisite Bid Security Deposit
<b>Estimated Procurement Cost</b>	➤ INR 227.00 Lacs (Rupees Two Crores Twenty Seven Lacs only)
Bid Security Deposit	➤ Amount (INR) : 2% (Rs. 4,54,000/-) (For A & AA class contractor
	registered in other department) of Estimated Procurement Cost, 0.5%
	of S.S.I. of Rajasthan, 0.5% (Rs. 1,13,500/-) (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,	> Start Date: 08/10/2015 at 9.30 AM onwards
Online Payment and Bid Submission	> End Date: 16/11/2015 at 6.00 PM
**Date/ Time/ Place of Financial	> 20/11/2015 at 3.30 PM
Bid Opening	➤ In the chamber of SE-IX, JDA, Jaipur.
Date/ Time/ Place of Financial	➤ N/A Due to single bid
Bid Opening	,
Bid Validity	➤ 120 days from the bid submission deadline

- \*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.
- \*\* There should be a gap of 3 working days **BETWEEN** End Date for Bid Applying, Online Payment & Bid Submission **AND** Bid opening date.

#### Note:

- 1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
- 2. 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.
- 3. 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 <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> (bidders already registered on <a href="http://eproc.rajasthan.go
- 4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
- 6. Training for the bidders on the usage of e-Tendering System (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: <a href="mailto:eproc@rajasthan.gov.in">eproc@rajasthan.gov.in</a> Address: e-Procurement Cell, JDA, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur
- 7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9. Procurement entity disclaims any factual/ or other errors in the bidding 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.
- 10. 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 RTPP Act 2012 and Rules thereto, the later shall prevail.

**(B.S. Rathore)** Executive Engineer-06

## JAIPUR DEVELOPMENT AUTHORITY, JAIPUR SCHEDULE AND SPECIFICATIONS

# Name of Work:- Widening and improvement of 100' wide Sector road connecting 160' wide Boring road in Sector-16, Zone 6, JDA, Jaipur.

NIB No. : EE-06/03/2015-16
 Approximate cost : Rs. 227.00 Lacs

3. Cost of the bid document
4. Bid Processing fees
5. Rs. 1000.00 (In favour of Secretary, JDA, Jaipur.)
6. Rs. 1000.00 (In favour of M.D. R.I.S.L., Jaipur.)

5. Earnest Money (In favour of : @ 2% Rs. 4,54,000/- (For A & AA class contractor registered in

other department) and @ ½ % 1,13,500/- (For Contractor

registered in JDA)

6. Sale of bid document : 08.10.2015 to 16.11.2015 up to 6.00 PM 7. Date & Time of receiving tender : 08.10.2015 to 16.11.2015 up to 6.00 PM

8. Date of submission of D.D./Pay : ONLINE SUBMITTED

order of Bid Cost, Process Cost & EMD

Secretary, JDA, Jaipur.)

9. Date of opening of Tender : 20.11.2015 at 03.30 PM in the chamber of SE-IX, JDA,

Jaipur.

10. Completion period of work : 06 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 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 department shall have to be engaged at site by the Bidder. The department 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: ATTACHED SEPARATELY BASED ON BSR PWD, JAIPUR.

#### SCHEDULE - H: SPECIAL CONDITION:

Attached Separately.

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

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

Material if available time JDA store shall be issued @ the prevailing stores rate of JDA + 5% storage charges.

#### 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 of Bid documents & Earnest Money is payable in favour of Secretary, JDA, Jaipurthrough ONLINE Payment System.

Signature of the Bidder With full Address

Executive Engineer-6 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 rates 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 on audit and technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful; for the JDA to recover such sum from him in; the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
- 05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 06. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entered 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 a 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.
- 07. The rate quoted by the bidder shall remain valid for a period of 4(four) months from the date of opening of the bids.
- 08. 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.
- 09. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
- 10. All transaction in the 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. 9 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or dose not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of biding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
- 12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Batch 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 storing bulk bitumen wherever supplied by the department.
- 14. Rules regarding enlistment of bidders provide that work; up to five times limit for which they are qualified for biding can be allotted to them Therefore, before bid the bidders will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
- 15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
- 16. The material collected at site and paid provisionally shall remain under the watch 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 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 be 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 act."
- 24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.
- 25. The bidders 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. All the provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

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 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 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.

#### SPECIAL CONDITION REGARDING DEFECT LIABILITY PERIOD (DLP)

#### 1. Road Elements, Road Furniture and Appurtenances

- 1.1 The Defect Liability Period (DLP) for all work shall be Three years. All 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 Work during Defect Liability Period" means
- (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 Elements, Road Furniture and Appurtenances 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.	Particulars	Frequency of operation 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 required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and repairs etc.	As and 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 required.
5	Maintenance of road singns.(If installed by the same	Maintenance as & when required.
	Road agency)	Repainting once in a everyone & Half
		years.
6	Road Marking kerb stone/ dand. (if done by the same	Thermoplastic Paint Maintenance as
	road agency)	and when required.repainting once in
		every one & half year. Everyone ½
		year. <b>Ordinary Paint</b> 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.

1.8 The above mentioned frequency of operation for any work may be reduced as and when required as per direction of Engineer In Charge.s

1.9 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 Inspection of works during Defect Liability Period

- 2.1 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.
- 2.2 One register has to be maintained by every A.En. for recording the inspection details of works in his jurisdiction under defect liability period.

#### 3 Conditions regarding Security Deposit

#### 3.1 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.

#### 3.2 Refund of SD -

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

After completion of one year
 After completion of two year
 20% of SD Amount
 20% of SD Amount

3 After completion of three year Remaining 60% of SD Amount

#### 3.3 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.

#### 3.4 Force Majeure

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

#### Part D

As per Office order no. JDA/TA to  $D(E)/2010\ 2011/D-1138\ dated\ 27.10.2010\ issued\ by\ Director\ (Engg.)$  are as follows:-

- 1. Along with maintenance of road, the maintenance items for the existing storm water drain along with the road which includes required repairs, frequent desilting, removal of obstruction in the flow of water if any, disposal of the storm water to the further disposal drain etc. will be included in the "G" schedule of the work.
- 2. If no drainages is existing them construction of storm water drain with proper disposal will also be included in the project/ work which will also be covered under Defect Liability Period.
- 3. If Construction of drain is not feasible along the road, still the road will be covered under Defect Liability Period clause.

#### JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

#### **Special Conditions**

- 1. The 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.
- 4. The agency shall deploy Engineers and Technical staff, as required at plant and site. In case of failure, JDA shall engage and deduct the actual salaries from payment due.
- 5. III 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 Engineer In Charge before execution the work at his own cost and get the final levels approved from Engineer In Charge before execution.

Signature of Bidder with full address:

Executive Engineer-06 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 include 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

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 sub bidder, 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

	lation to my/our Bid submitted to	Bids NoDatedI/we			
1.	I/we possess the necessary professional, technical, finan required by the Bidding Document issued by the Procuring				
2.	I/we have fulfilled my/our obligation to pay such of government or any local authority as specified in the Bide	the taxes payable to the union and the state			
3.	I/we are not insolvent, in receivership, bankrupt or administered by a court or a judicial officer, not have my	being wound up, not have my/our affairs /our business activities suspended and not the			
4.	subject of legal proceedings for any of the foregoing reasons; 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**, **JDA**, **Jaipur** The designation and address of the Second Appellate Authority is **E.C.**, **JDA**, **Jaipur**.

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

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

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

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

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

#### (4) 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) From of Appeals:-

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

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

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

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

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

## FORM No. 1 [see rule 83]

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

Appeal			. Before
tne	(First/Second Appel	nate 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 A by which the appellant is aggrieved:		
4-	If the Appellant propose to be represented a representative the name and postal address of the representative:		
5-	Number of affidavits and documents enclowith the appeal:	osed	
6-	Grounds of appeal:		
	(Supported by an affidavit)		
7-	Prayer:		
Place :			
Date :			
		Appellant's Signature	

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

#### 1. Correction of arithmetical errors

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

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

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

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

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

## 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.

Name of Work: Widening and improvement of 100' Sector road connecting 160' wide Boring road in Sector 16, Zone 6, JDA Jaipur

Contract No: NIB NO. EE-6/03/2015-16

Bidder	F ( )	0.7
Name:	Excess (+)	<b>%</b> 0

#### SCHEDULE OF WORKS

S1. No.	Description of work	No. or Qty.	Unit	Es	stimated Rate	AMOUNT Rs. P
				Figure	Words	
1.00	Removal of Unsuitable Soil with Disposal upto 1000 m Removal of unsuitable soil including excavation, loading and disposal upto 1000 m lead but excluding compaction ground supporting embankment subgrade replacement by suitable soil, which shall be paid separately as per Clause 303.5.2 as per MoRD Specification Clause 302.3.11	958.39	cum	29.00	Rupees Twenty Nine Only	27793.25
2.00	Dismantling of Flexible Pavements Dismantling of flexible pavements and disposal of dismantled materials upto a lead of 100 m, stacking serviceable and unserviceable materials separately as per MoRD Specification Clause 202					
2.10	By Mechanical Means:- Bituminous Course	333.20	cum	128.00	Rupees One Hundred & Twenty Eight Only	42649.60
2.20	By Manual Means:- Granular Course	1499.40	cum	220.00	Rupees Two Hundred & Twenty Only	329868.00
3.00	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	4816.80	cum	29.00	Rupees Twenty Nine Only	139687.20
4.00	Earth, sand, lime, morrum manure or sludge with all lead	7607.89	cum	12.00	Rupees Twelve Only	91294.66

Name of Work: Widening and improvement of 100' Sector road connecting 160' wide Boring road in Sector 16, Zone 6, JDA Jaipur

Contract No: NIB NO. EE-6/03/2015-16

Bidder	E (.)	07
Name:	Excess (+)	<b>%</b> 0

#### **SCHEDULE OF WORKS**

S1.	Description of work	No. or	Unit	Estimated Rate		AMOUNT
No.		Qty.				Rs. P
				Figure	Words	
5.00	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 II Material	9.00	cum	420.00	Rupees Four Hundred & Twenty Only	3780.00
6.00	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 subbase/base course on a well prepared subbase 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 all lead	11.25	cum	1190.00	Rupees One Thousand One Hundred & Ninety Only	13387.50
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	21.00	sqm	35.00	Rupees Thirty Five Only	735.00

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Contract No: NIB NO. EE-6/03/2015-16

Bidder	E (.)	07
Name:	Excess (+)	%

#### SCHEDULE OF WORKS

S1. No.	Description of work	No. or Qty.	Unit	Es	timated Rate	AMOUNT Rs. P
				Figure	Words	
8.00	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 dry and hungry bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	18812.50	sqm	12.00	Rupees Twelve Only	225750.00
8.10	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 bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	18812.50	sqm	10.00	Rupees Ten Only	188125.00
9.00	Providing and laying dense graded bituminous macadam with 100-120 TPH batch type HMP producing an average output of 75 tones per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.0 to 4.5 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT&H Specifications Clause 507 complete in all respects. for Grading II (19 mm nominal size)	2116.41	MT	3025.00	Rupees Three Thousand & Twenty Five Only	6402128.15

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Contract No: NIB NO. EE-6/03/2015-16

Bidder	F. (.)	0.7
Name:	Excess (+)	%

#### SCHEDULE OF WORKS

Sl. No.	Description of work	No. or Qty.	Unit			AMOUNT Rs. P
				Figure	Words	
10.00	Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT & H Specifications Clause 509 complete in all respects for Grading-II (13 mm nominal size) Bitumen (VG-30)	1730.75	MT	3260.00	Rupees Three Thousand Two Hundred & Sixty Only	5642245.00
11.00	CEMENT CONCRETE (CAST-IN-SITU) Providing and laying cement concrete including curing, compaction etc. complete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, levelling course etc up to floor five level excluding the cost of centering and shuttering. M10 grade Nominal Mix 1: 3: 6 (1 cement: 3 coarse sand: 6 graded stone aggregate 20 mm nominal size)	499.80	cum	2992.00	Rupees Two Thousand Nine Hundred & Ninety Two Only	1495401.60

Name of Work: Widening and improvement of 100' Sector road connecting 160' wide Boring road in Sector 16, Zone 6, JDA Jaipur

Contract No: NIB NO. EE-6/03/2015-16

Bidder	E (.)	0.7
Name:	Excess (+)	%

#### SCHEDULE OF WORKS

S1. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
12.00	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	833.00	cum	5900.00	Rupees Five Thousand Nine Hundred Only	4914700.00
13.00	Removing and Refixing of Pre cast Kerb stone obtained from site and fixing at as per direction of engineer-in-charge over 100 mm thick C.C. 1:4:8 and jointing of kerbs with cement morter 1:4 including cost of loading unloading transporting and curing complete in all respect as per direction of Engineer-in-charge.	1200.00	Rmt.	40.00	Rupees Forty Only	48000.00
14.00	P & F of cement concrete precast kerb or dand of M-20 grade upto 60 cm length over 20 mm thick base of cement mortar 1:6 including earth work, cutting of B/T road, cutting of WBM road etc. & jointing with cement mortar 1:4 grouted 125 mm in ground of shape as approved by Engineer-in-charge. The rates are inclusive of providing, laying and compacting base concrete 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate of 20 mm thick nominal size) 100 mm thick below dand/kerb complete in all respect. The size of kerb be 15 cm x 32.5 cm with round at top.	1600.00	Rmt.	106.00	Rupees One Hundred & Six Only	169600.00

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Contract No: NIB NO. EE-6/03/2015-16

Bidder	F ( )	0.7
Name:	Excess (+)	%0

#### **SCHEDULE OF WORKS**

S1. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
15.00	Painting Two Coats on New Concrete Surfaces Painting two coats including primer coat after filling the surface with synthetic enamel paint in all shades on new, plastered / concrete surfaces as per drawing and MoRD Specification Clause 1701	1050.35	sqm	58.00	Rupees Fifty Eight Only	60920.30
16.00	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.	1412.90	sqm	485.00	Rupees Four Hundred & Eighty Five Only	685256.50
17.00	Removing & Refixing of precast concrete interlocking paving blocks recovered item from site 60 mm to 100 mm thick laid on average 50 mm thick bed of coarse sand joint be filled with fine sand laying procedure on compacted sub base as define etc. complete as per direction of Engineer-in-charge with all lead and lift.	2200.00	sqm	60.00	Rupees Sixty Only	132000.00

Name of Work: Widening and improvement of 100' Sector road connecting 160' wide Boring road in Sector 16, Zone 6, JDA Jaipur

Contract No: NIB NO. EE-6/03/2015-16

Bidder	E (.)	07
Name:	Excess (+)	<b>%</b> 0

#### SCHEDULE OF WORKS

S1. No.	Description of work	No. or Qty.	Unit	<b>Estimated Rate</b>		AMOUNT Rs. P
140.		Qty.		Figure	Words	K3. 1
18.00	Providing and fixing of precast concrete interlocking blocks of M 30 grade 60mm thick manufactured from fully computerised automatic stationery hydraulic vibropressed machine and fully computerised automatic batching plant of class A1/A2 as per BS 6717:2001. The CC interlocking paving blacks be laid on average 50mm. thick bed of coarse sand and the joint is to be filled with fine sand. Laying procedure on compacted sub-base as defined. Complete job is to be executed as per the instruction of engineer incharge. The rates to be inclusive of all lead, lift and taxes. Gerneral specification of blaocks:  1) Shape as defined by Engineer incharge 2) Tensile splitting strength and braking load as per BS 6717:2001 3) Color: Grey cement natural colour 4) Variation in dimension: Less than 1.6mm. 5) Variation in thickness: Less than 3.2mm 6) Abrasion: As per BS: 6717:2001	4050.00	sqm	375.00	Rupees Three Hundred & Seventy Five Only	1518750.00

## Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR Name of Work: Widening and improvement of 100' Sector road connecting 160' wide Boring road in Sector 16, Zone 6, JDA Jaipur Contract No: NIB NO. EE-6/03/2015-16 Bidder Excess (+) Name: SCHEDULE OF WORKS

S1. No.	Description of work	No. or Qty.	Unit	E	Estimated Rate	
				Figure	Words	
19.00	Raising/lowering to required height of pre-cast concrete manhole where ever pre-cast chamber have been provided in sewerage system by dismentling the C.I. frame provided for cover, dismentling and concrete of conical piece, bending the extended reinforcement in required position providing M-40 grade cement concrete as per site requirment and fixing of new C I frame for placing manhole cover. The work includes curing, providing barricading during construction, putting sign board/caution board for safety purpose, providing all material like cement, sand, grit for M-40 concrete, shuttring where ever required. The work also includes providing all tools and plants such as vibrator, mixture, required for the Job in all respect with site clearance.	70.00	Each	1500.00	Rupees One Thousand Five Hundred Only	105000.00
20.00	Providing and laying Precast reinforced cement concrete Box culvert section of M-40 grade designed for 'AA' class loading as per IRC specifications including to effect of impact, EQ etc. complete on form base of 200mm thick lean concrete of M-10 grade with aggregate of size 40mm nominal of following internal size the work includes required safety measures construction of drain for diversion of flowing water cost of design of RCC Precast Box and its proof checking from IIT/MNIT Jaipur complete in all respect as per specifications. Size 1.00 M x 1.00 M	30.00	Rmt.	15457.00	Rupees Fifteen Thousand Four Hundred & Fifty Seven Only	463710.00
Total Es	stimated Cost in Figures					22700781.76
Quoted	Amount				22700781.76	22700782.00