

JAIPUR DEVELOPMENT AUTHORITY

Room No. NB-FF-112 Vistar Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004
Telephone: +91-141-2569696 e.mail: sarbkawast42@gmail.com

Bid No:- JDA/EE-5/2015-16/D-620

Dated: 04.12.2015

NOTICE INVITING BID

NIB No. : EE-5/14, 15 & 16/2015-16

Online Bids are invited up-to 6.00 PM of 30/12/2015 for **(1) Construction of raising of Nallah wall near Help and suffering hospital Maharani farm, Durgapura, Zone-5, JDA, Jaipur. (2) Removing of debris from kartarpura nallah as per direction given by Hon'ble High court Zone-5, JDA, Jaipur.** and Online Bid are invited up-to 6.00 PM of 08/01/2016 **(3) Construction of c.c road in new aatish market, JDA, Jaipur,** Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jaipurjda.org.

To participate in the bid, bidder has to be:

- 1- Registered on JDA website www.jaipurjda.org For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
- 2- Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

(Brajesh Kumar Avasti)
Executive Engineer-5

JAIPUR DEVELOPMENT AUTHORITY

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Telephone: +91-141-2569696 e.mail: sarbkawast42@gmail.com

Bid No:- JDA/EE-5/2015-16/D-620

Dated: 04.12.2015

NOTICE INVITING BID

NIB No. : EE-5/16/2015-16

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer-5, Jaipur Development Authority ➤ Address NB-FF-112 Vistar Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan) ➤ Email sarbkawast42@gmail.com
Subject Matter of Procurement	➤ for Construction of c.c road in new aatish market, JDA, Jaipur.
Bid Procedure	➤ Single Stage tender (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jaipurjda.org
Website for online Bid application and payment *	<ul style="list-style-type: none"> ➤ Website: www.jaipurjda.org ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 1000/- (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ➤ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 6,73,00,000.00 (Rupees Six Crore Seventy Three Lacs only)
Bid Security Deposit	➤ Amount (INR) : 2% (Rs. 13,46,000/-) (For A & AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 3,36,500/-) (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, Online Payment and Bid Submission	<ul style="list-style-type: none"> ➤ Start Date: 09/12/2015 at 9.30 AM onwards ➤ End Date: 08/01/2016 up to 6.00 PM
**Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> ➤ 13/01/2016 at 3.00 PM ➤ Chamber of SE-12 Room No. CCC Building, 1st Floor Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Date/ Time/ Place of Financial Bid/Tender Opening	➤ Will be intimated later to the Technically qualified bidders.
Bid Validity	➤ 120 days from the bid submission deadline
Completion period of work	➤ 6 Months

*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 <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 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: eproc@rajasthan.gov.in
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 RTTP Act 2012 and Rules thereto, the later shall prevail.
11. The following condition be made part of the tender document-
" If any bidder quotes a rate below than the schedule rates, i.e rates below than at par , then the bidder has to deposit the difference amount i.e amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA(Letter of Acceptance) and within 7 days period he has to deposit difference amount in the form of 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."

(Brajesh Kumar Avasti)
Executive Engineer-5

Process for Participation & Depositing Payment Online

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

To participate in the bid, bidder has to be:

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

Methods for depositing on line amount

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

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

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

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

Annexure: 4
Template of Online Receipt as part of NIB Document

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

Jaipur Development Authority			
Bid Participation Receipt			
			Date & Time : 09/06/2015 05:13 PM
Bid Detail			
Bid Id : 6215152001		Procurement Entity : XXXXXXXXXXXXX	
Bid Title : Testing			
Bid Value : 300000		Bid Opening Place : Manthan Hall, Jaipur Development Authority	
Bidder Detail			
Name of Entity : XXXXXXXXXXXXX		Mobile: 9829012345	
Registration Type: Individual		Instrument Amount : 32500.00	
Payment Mode: Online/UTR		Payment Channel : Payment Gateway/ICICI Branch - JDA	
Instrument No : 456123789		Instrument Date : 17-06-2015	
Dates Detail			
Sr. No.	Event Name	Event Date	
1	Publishing Date	01/06/2015 01:00 PM	
2	Bid Opening Date	01/07/2015 03:00 PM	
Specific Instrument Detail for eProc Rajasthan			
Instrument Type: DD			
Instrument Number	Head Name	Amount	Date
10000	Tender Fee	400.00	05/06/2015
10001	RISL Processing Fee	1000.00	05/06/2015
10002	Bid Security Deposit	30,000.00	05/06/2015
Issuer Detail : Jaipur Development Authority		ChallanNumber: 641515600014	

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID
(POTENTIAL ASSESSMENT)

Envelope - II

FOR

NAME OF WORK:- Construction of c.c road in new aatish market, JDA, Jaipur.

Approximate cost	: Rs. 6,73,00,000.00
Period of Sale	: 09.12.2015 to 08.01.2016 upto 6.00 PM
Date of uploading of the tender	: 09.12.2015 to 08.01.2016 upto 6.00 PM
Date of opening of technical bid	: 13.01.2016 at 3.30 P.M. in Chamber of SE-12 Room No. CCC Building, Ist Floor Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Cost of the tender documents	: Rs. 1000.00 The Bidders are required to submitted Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 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.
Bid Processing fees	Rs. 1000.00 (In favour of M.D. R.I.S.L., Jaipur.)
Completion period	: 6 Months
Name of Agency M/s

Executive Engineer-05
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

GENERAL DETAILS OF TENDER:

1.	NIT No.	EE-05/16/2015-16
2.	Name of the work	Construction of c.c road in new aatish market, JDA, Jaipur
3.	Estimated Cost	Rs. 6,73,00,000.00
4.	Cost of the Tender Document	Rs. 1000.00 The Bidders are required to submitted Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fess the bid of respective bidder will be considered as non-responsive and shall be rejected.
5.	Bid Processing fees	Rs. 1000.00 (In favour of M.D. R.I.S.L., Jaipur.)
6.	Earnest Money (in favour of Secretary, JDA, Jaipur)	Rs. @ 2% Rs. 13,46,000/- (For A & AA class contractor registered in other department and @ ½ % Rs. 3,36,500/- (For contractor registered in JDA) 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.
7.	Sales of Tender	09.12.2015 to 08.01.2016 upto 6.00 P.M.
8.	Date of opening of Technical Bid	13.01.2016 at 3.30 P.M. in Chamber of SE-12 Room No. CCC Building, Ist Floor Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302 004 (Rajasthan)

EXECUTIVE ENGINEER ZONE-05
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

**SPECIAL CONDITION OF THE CONTRACT FOR POTENTIAL
ASSESSMENT OF CONTRACTORS**

NAME OF WORK:- Construction of c.c road in new aatish market, JDA, 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 3 Covers which shall comprise of -**

Cover-1 The Bidders are required to submitted Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 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.

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

Cover-3 Financial offer (BOQ).

- (b) The technical bid will be opened only of those bidders whose proper Bid security (EMD), cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/etender portal. There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. The technical bid will be opened only of those bidders whose VAT clearance certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of contractor in required category are found to be in order.

- (c) The Technical Bid envelope would be opened on the date 13.01.2016 at 3.30 P.M. in Chamber of SE-12 Room No. CCC Building, Ist Floor Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan)
- (d) The Financial Bid envelope 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	Cement Concrete pavement by batch mix plant (CC/PCC)	3958.00 Cum
2	Interlocking paving block	2453.00 sqm

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 Government of India, State Government, Union Territory, Government 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. 224.32 Lacs** (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 **Rs. 224.32 Lacs** 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 year & audited balance sheet of the year which is considered by the bidder in criteria 2 (c).**
- (ii) **If current year or last year has been opted by bidder whose balance sheet is not submitted till the submission of bid then certificate from Chartered Accountant should be enclosed.**
- (d) **The bidder should give Affidavit to deploy the machinery and equipment as specified in Schedule - III, for the execution of this work.**
- (e) **Bid Capacity:-** Bidders who meet the minimum qualification criteria will be qualified only if available bid capacity is equal to or more than the total Bid value.

The available bid capacity will be calculated as under:

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

Where A = Maximum value of civil engineering work executed in any one year during the last 5 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt 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 0.50

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 years value shall be given weight age of 10% per year as follows :-

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

3. **Documentation :**

The bidder should furnish the following 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.

4. **Important:**

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

5. Rejection of bids

The department reserves the rights to reject any bid or to disqualify any or all the bidders, without assigning any reasons at any stage.

- (i) If Bid is not accompanied with the requisite documents mentioned in clauses 3 (a) to 3 (i) or is not in accordance with procedure specified in Para 1, or is not accompanied with Bid Security (EMD) & 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.
- (iii) If all the copies enclosed in support and affidavit is not duly attested by notary public / gazetted officer then bid of the bidder is to be rejected.

Executive Engineer-05

JDA, Jaipur.

Schedule – I
FINANCIAL RESOURCES AND CAPABILITY

[Reference clause 3 (a)]

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

S.No.	Year	Turnover
(1)	2014-15	
(2)	2013-14	
(3)	2012-13	
(4)	2011-12	
(5)	2010-11	
(6)	2009-10	

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 during last Five financial years

S. No.	Name of Works (with agreement No. & Date)	Client	Place (district)	Financial Year	Cement Concrete pavement by batch mix plant (CC/PCC)	Interlocking paving block

Signature of Bidder

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

To be given on Non-Judicial stamp
Paper of Rs. 10/- only, duly attested by
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	availability	
			Owned	Leased
1	C.C Automatic Batching Plant (Owned/Lease)	1 No.		
2	Concrete Mixer (Owned/Lease)	2 No.		
3	Vibrator (Needle, Plate & screed) (Owned/Lease)	4 No.		
4	T.M. (Owned/Lease)	5 No.		
5	Skid vibrator (Owned/Lease)	2 No.		
6	Floatar (Owned/Lease)	2 No.		

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

Date:

Signature of Bidder
(With seal)

SCHEDULE - 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

S. No.	Name of Works (with agreement No. & Date)	Client	Cost of Work as per Work Order	Stipulated date of commencement	Stipulated date of completion	Value of balance work on date of tender	Likely date of completion of balance work

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(n)]

BID CAPACITY

Name of Bidder: - _____

1.	A = Maximum value of civil Engineering works Executed in any one year during the last five Years (Updated to present price level)	_____Lacs	Certified details enclosed at Page No. _____
2.	N = Number of years prescribed for completion of the Work for which bids are invited	0.50	
3.	B = Value, at present price level of existing Commitments and on going works to be Completed during the next N Period.	_____Lacs	Certified details enclosed at Page No. _____

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

Signature of Bidder

ANNEXURE_I
(Reference Clause 3(i))

To be given on Non-Judicial stamp
Paper of Rs. 10/- only, duly attested by
Notary Public

AFFIDAVIT

I/We.....Proprietor/Partner/ Authorize
signatory of M/s under take the oath that the
information furnished by me/us in schedule I to VII of the assessment Bid for
“Construction of c.c road in new aatish market, 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

.....

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

FINANCIAL BID
(POTENTIAL ASSESSMENT)

Envelope - III

FOR

NAME OF WORK:- Construction of c.c road in new aatish market, JDA, Jaipur.

Estimated Cost	: Rs. 6,73,00,000.00
Period of Sale	: 09.12.2015 to 08.01.2016 up to 6.00 PM
Date of uploading of the tender	: 09.12.2015 to 08.01.2016 up to 6.00 PM
Date of opening of technical bid	: 13.01.2016 at 3.30 P.M. in the chamber of SE-12, CB-FF_116, CCC Ist Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
Cost of the tender documents	: Rs. 1000.00 The Bidders are required to submitted Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fess the bid of respective bidder will be considered as non-responsive and shall be rejected.
Completion period	: 6 Months
Name of Agency M/s	:

Executive Engineer-05
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

GENERAL DETAILS OF TENDER:

1.	NIT No.	EE-5/16/2015-16
2.	Name of the work	Construction of c.c road in new aatish market, JDA, Jaipur.
3.	Estimated Cost	Rs. 6,73,00,000.00
4.	Cost of the Tender Document	Rs. 1000.00 The Bidders are required to submitted Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fess the bid of respective bidder will be considered as non-responsive and shall be rejected.
5.	Bid Processing fees	Rs. 1000.00 (In favour of M.D. R.I.S.L., Jaipur.)
6.	Earnest Money (in favour of Secretary, JDA, Jaipur)	Rs. @ 2% Rs. 13,46,000.00/- (For A & AA class contractor registered in other department and @ ½ % Rs. 3,36,500.00/- (For contractor registered in JDA) 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.
7.	Sales of Tender	09.12.2015 to 08.01.2016 upto 6.00 P.M.
8.	Date of opening of Technical Bid	13.01.2016 at 3.30 P.M. in the chamber of SE-12, CB-FF_116, CCC Ist Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
9.	Tender Document issued to	M/s -----
10.	Tender cost deposit	Receipt No. ----- Dated -----

EXECUTIVE ENGINEER ZONE-05
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of Work:- Construction of c.c road in new aatish market, JDA, Jaipur.

1. NIT No. : EE-5/16/2015-16
2. Approximate cost : Rs. 6,73,00,000.00
3. Cost of the Tender Document : Rs. 1000.00 The Bidders are required to submitted Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fess the bid of respective bidder will be considered as non-responsive and shall be rejected
4. Tender Processing fees : Rs. 1000.00 (In favour of M.D. R.I.S.L., Jaipur.)
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6. Sale of tender document : 09.12.2015 to 08.01.2016 up to 6.00 PM
7. Date of opening of Technical Bid : 13.01.2016 at 3.30 P.M. in the chamber of SE-12, CB-FF_116, CCC Ist Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
8. Completion period of work : 6 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.

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 standards 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 department shall have to be engaged at site by the Contractor. The department 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 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 stipulated period given in the work order and should be completed within the prescribed time period. In case of failure, the contractor shall be Liable for action under the conditions of agreement and special condition of the tender.

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:

NILL. Earth for embankment shall be arranged by the contractor at his own cost (if required) No. extra payment on this Account will be payable.

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

SCHEDULE - J: COST OF TENDER DOCUMENTS, PROCESSING FEES & BID SECURITY (EMD).

The Bidders are required to submitted Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 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-05
JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level/cost?
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid bay the JDA to the contractor.
05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the contractor 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 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 a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
07. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any tenderer withdraws his tender 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 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 Bid Security (EMD) given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has to be put to retendering, he shall stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Bid Security (EMD) / 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, Tarboiler, sprayer etc.
13. The contractor shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of contractors provide that work ;upto five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-Incharge in writing. Failing which, such material shall be removed by the Engineer-Incharge at risk and the contractor after expiry of 3 days period.

16. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes royalty.
18. For 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 act."
24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.
25. The tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
28. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any 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.
29. 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.
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 7 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 dated 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 & Mobile No.**

**Executive Engineer -05
JDA, Jaipur.**

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

ROAD WORKS

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

1.7 The routine maintenance activities and their periodicity

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

S. No.	Name of Item/Activity	Frequency of operations in one year
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 (1½) years.</u> Ordinary Paint Maintenance as and when required. Repainting <u>thrice in every years.</u>
7	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly permitted by JDA/JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.

2. General

2.1 Inspection of works during Defect Liability Period

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD –

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

- | | | |
|---|--------------------------------|----------------------------|
| 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-05
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 the 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 anti-competitive 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 a 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 is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
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 proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement Contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date :

Place :

Signature of bidder

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority Executive Committee, JDA, Jaipur

The designation and address of the Second Appellate Authority is ACS/PS, UDH, Raj., Jaipur.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal 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 Appeal

- (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 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 or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1

[See Rule 83]

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

Appeal No. of

Before the (First/Second Appellate Authority)

1. Particulars of appellant :

(i) Name of the appellant :

(ii) Official address, if any :

(iii) Residential address :

2. Name and address of the respondent (s) :

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/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 proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal :

6. Grounds of appeal :
(Supported by an affidavit)

7. Prayer :

Place

Date

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

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

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document 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 Document. 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 in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided 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 is 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, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

SECTION – 2

INSTRUCTION TO TENDERS

2.1 SCOPE OF WORK

Tender is invited from eligible contractors for the " Construction of c.c road in new aatish market, JDA, Jaipur."

2.1.1 The work shall include the construction of Road based on the department design and shall include:

- a) Site clearance, removal of the obstruction, if any, utilities etc. before commencement/completion of work as specified or directed;
- b) True and proper setting – out and layout of the works, bench marks and provision of all necessary labour, instruments and appliances in connection there with all as specified or as directed:

- 2. **IS 3696 (Part II) : Safety Code for Scaffold and Ladders Part II.**
- 3. **IS 3764, Safety Code for excavation work.**
- 4. **IS 4138, Safety Code for working in compressed air.**
- 5. **IS 5121, Safety Code construction involving use of hot bituminous materials.**
- 6. **IS 7293, Safety Code for working with construction machinery.**
- 7. **IS 7969, Safety Code for storage and handling of building materials.**
- 8. **Any other code and/or as per directions of EIC.**

4.8 NIGHT WORK

1.8.1 For completing the work in time, the Contractor might be required to work in two or more shifts (including night work) and no claim whatsoever shall be entertained on this account, no claim whatsoever shall be entertained on this account, not with standing the fact that Contractor will have to pay to the labours and other shall engaged directly or indirectly on the work according to the provisions of the labours regulations and the agreement entered upon and/or extra amounts for any other reason.

1.8.2 Night working shall be resorted to only with prior approval of the ELC. Sufficient lighting and safety arrangements shall be made by the Contractor at no extra cost.

1.8.3 The Contractor shall provide and maintain adequate fire lighting equipment and take adequate fire protection measures for the safety to all personal and temporary and permanent works and shall take action to prevent damage or destruction by fire of trees, shrubs and grass. All existing rules and laws of land in respect of fire prevention shall be binding on the Contractor.

4.13.8 Progress photograph of the major events shall be submitted by the Contractor along with the Progress Report. No Extra payment will be made for supply of progress photographs. Video recording of the Progress of works shall be maintained from beginning till

completion Of work as directed by the EIC and two copies of Video Cassettes shall be submitted at no extra cost to the Employer.

4.13.9 Contractor shall provided additional inputs whenever the PERT – CPM diagram indicates a possible slippage in the completion schedule. Such additional inputs may require supplementing of equipment, personnel, work in excess of the normal work per day, work in excess of the normal work per week or other resources.

4.13.10 No separate payment shall be made for the requirement under this clause and the same shall be deemed to be included in the Tendered Cost as accepted by the Employer.

4.14 RIGHT OF WAY

4.14.1 Right of way to the work site will be provided to the contractor. The Contractor shall prepare at his own cost approach road to the site of work. The Employer reserves the right to make use of the service road for themselves, all other connected agencies in the area as and when necessary without any payment to the contractor. If the contractor wishes to use the existing roads, he may do so after taking permission from competent authority and after due strengthening of such roads of take any anticipated heaviest traffic at their own coat as may be required by the authority.

4.14.2 The contractor shall plan transportation of construction materials, components and equipment over public roads in accordance with traffic regulations as applicable at the time and without causing any obstruction to other traffic or ensuing accident. No claim whatsoever will be entertained on this account.

Signature of Contractor
With full Address

EXECUTIVE ENGINEER ZONE-05
Jaipur Development Authority
Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SPECIAL CONDITIONS

1. The renewed roads shall be under guarantee 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. In case some agency stands L1 in more then one work and the rate is considered to be reasonable then while computing the bid capacity the value of work (choice of work will be given by agency) will be included as liability on the part of agency for the purpose of evaluating bid capacity for the other works.
6. III party supervision of QC shall be followed in the works.
7. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
8. 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.
9. Agency shall videograph and photograph the road the road before, during process and after renewal at his own cost. The during process photographs showing machinery, testing etc. shall be part of bills.

Executive Engineer (Zone-05)
JDA, Jaipur

Signature of contractor with
Full address:

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work :- Construction of CC road in New Aatish Market Jda Jaipur

Factor for Price Escalation

Labour (P _i)	9.61%
Cement (P _c)	39.09%
Steel (P _s)	1.39%
Bitumen - (P _b)	3.00%
POL-P	2.19%
Other materials (P _m)	44.72%
Total	100.00%

So component factor for price escalation is submitted for approval please.

Junior Engineer-5
(Mansu Khondakel)
JDA, Jaipur

Asst. Engineer-5
(S. H. Singh)
JDA, Jaipur

Executive Engineer-5
(S. K. Singh)
JDA, Jaipur

Calculated
Checked
(Rajesh)
(Sr. Asstt) (Barajish Anandhi)
Checked
(K. R. Sharma)

Supdt. Engineer-12
(S. K. Singh)
JDA, Jaipur

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of Work :- construction of c.c road in new aatish market, JDA, Jaipur						
Contract No: NIB NO. EE-5/16/2015-16						
Bidder Name:		Excess (+)		%		
<p align="center">SCHEDULE OF WORKS</p> <p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	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	1840.00	cum	29.00	Rupees Twenty Nine Only	53360.00
2.00	Providing and Laying of Interlocking M-30 grade Concrete Block Pavements having thickness 100 mm as per drawings and MoRD Specification Clause 1504with M-30 Grade 0.30 Mtr x 0.30 Mtr x 0.15 Mtr Edge Blocks Category 'B' : Dentated only two side like I,Z,T shape as per IRC:SP:63-2004Interlocking Concrete Block Pavement with M-30 Grade 0.30 Mtr x 0.30 Mtr x 0.15 Mtr Edge Blocks (measurments shall be made inner to inner side of edge blocks)	7360.00	sqm	975.00	Rupees Nine Hundred & Seventy Five Only	7176000.00
3.00	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	1104.00	sqm	58.00	Rupees Fifty Eight Only	64032.00
4.00	Providing and Laying Reinforced Cement Concrete Pipe NP3 as per design in Single Row Providing and laying reinforced cement concrete pipe NP3 for culverts on first class bedding of granular material in single excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets Clause 1106.	600.00	R.Mtr.	585.00	Rupees Five Hundred & Eighty Five Only	351000.00

Signature of Tenderer with seal

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of Work :- construction of c.c road in new aatish market, JDA, Jaipur						
Contract No: NIB NO. EE-5/16/2015-16						
Bidder Name:		Excess (+)		%		
<p align="center">SCHEDULE OF WORKS</p> <p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
5.00	Construction of un-reinforced, dowel jointed at expansion and construction joint only, plain cement concrete pavement, thickness as per design, over a prepared sub base, with 43 grade cement as per Clause 1501.2.2 M35 (Grade), coarse and fine aggregates conforming to IS:383, maximum size of coarse aggregate not exceeding 25 mm, mixed in a automatic concrete mixing plant, using approved mix design, transported in transit mixture from plant to work site, laid in approved fixed side formwork (steel channel, laying and fixing of 125 micron thick polythene film, wedges, steel plates including levelling the form work as per drawing), spreading the concrete with shovels, rakes, compacted using needle, screed and plate vibrators and finished in continuous operation including provision of contraction and expansion, construction joints, applying debonding strips, primer, sealant, dowel bars, near approaches to bridge/culvert and construction joints, admixtures as approved, curing of concrete slabs for 14-days, using curing compound and water finishing to lines and grade as per drawing and Technical Specification Clause 1501 Including vacuum dewatering process with all required equipments	7179.00	cum	5900.00	Rupees Five Thousand Nine Hundred Only	42356100.00
6.00	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					

Signature of Tenderer with seal

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of Work :- construction of c.c road in new aatish market, JDA, Jaipur						
Contract No: NIB NO. EE-5/16/2015-16						
Bidder Name:		Excess (+)		%		
SCHEDULE OF WORKS						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
6.10	for Grading II (19 mm nominal size)	281.75	P.MT	3025.00	Rupees Three Thousand & Twenty Five Only	852293.75
6.20	for Grading I (40 mm nominal size)	275.63	P.MT	2790.00	Rupees Two Thousand Seven Hundred & Ninety Only	768993.75
7.00	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					
7.10	for Grading-II (13 mm nominal size) Bitumen (VG-30)	225.40	P.MT	3260.00	Rupees Three Thousand Two Hundred & Sixty Only	734804.00
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.	2450.00	sqm	12.00	Rupees Twelve Only	29400.00
9.00	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.	2450.00	sqm	10.00	Rupees Ten Only	24500.00

Signature of Tenderer with seal

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of Work :- construction of c.c road in new aatish market, JDA, Jaipur						
Contract No: NIB NO. EE-5/16/2015-16						
Bidder Name:		Excess (+)		%		
<u>SCHEDULE OF WORKS</u>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
10.00	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level.M10 grade Nominal Mix 1: 3: 6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size).	4693.50	cum	2665.00	Rupees Two Thousand Six Hundred & Sixty Five Only	12508177.50
11.00	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	1714.50	sqm	485.00	Rupees Four Hundred & Eighty Five Only	831532.50
12.00	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					
12.10	By Mechanical Means Bituminous Courses	10768.50	cum	128.00	Rupees One Hundred & Twenty Eight Only	1378368.00
13.00	carriage Earth, Sand, Lime, Morrum manure or sludge For 5 Km.	12602.87	cum	12.00	Rupees Twelve Only	151234.44
Total Estimated Cost in Figures						67279795.94
Quoted Amount				67279795.94		67279796.00
Quoted Rate in Words		Rupees Six Crore Seventy Two Lakh Seventy Nine Thousand Seven Hundred & Ninety Six Only				

Signature of Tenderer with seal