

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

TECHNICAL BID
(POST QUALIFICATION)

Envelope - A

**NAME OF WORK :- WIDENING OF EXISTING BRIDGE (BOTH SIDE) ON JLN MARG
NEAR JAWAHAR NALLAH WORLD TRADE PARK, JAIPUR.**

Period of Sale	From 13.01.2016 at 09.30 AM onwards to 18.02.2016 at 06.00 PM.
Date of receipt of the tender	Upto 18.02.2016 till 06.00 pm, in online mode.
Date of opening of technical bid	24.02.2016 at 11:30 P.M. in Room No.-CCC-TF-309, Third Floor, Customer Care Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302015 (Raj.)
Cost of Tender	Rs. 1000.00
Completion Period	9 Months

NAME OF AGENCY M/s -----

EXECUTIVE ENGINEER-ROB/RUB-I
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

GENERAL DETAILS OF BID:

1.	NIB No.	EE-ROB/RUB-I/07/2015-16
2.	Name of the work	Widening of Existing Bridge (Both side) on JLN Marg near Jawahar Nallah World Trade Park, Jaipur.
3.	Estimated Cost	547.00 Lacs
4.	Cost of the Bid Document	Rs. 1000.00 (In Favor of Secretary JDA, Jaipur.)
5.	Bid Processing fees	Rs. 1000.00 (In favour of M.D. R.I.S.L., Jaipur.)
5.	Earnest Money	Rs 10,94,000/- for other than JDA Contractors Rs 2,73,500/- for JDA Contractors (In Favour of Secretary, JDA, Jaipur.)
6.	Completion Period	9 Months
7.	Start/ End Date for Bid Applying, Online Payment and Bid Submission	Start Date: 13.01.2016 at 09.30 AM onwards End Date: 18.02.2016 at 06.00 PM
8.	Date of submission of D.D./Pay order of Bid Cost Process Cost & EMD	Upto 18.02.2016 till 06.00 pm, in online mode.
9.	Date & Time of opening technical bid	24.02.2016 at 11:30 pm.
10.	Bid Document issued to	M/s -----
11.	Bid cost deposit	Receipt No. ----- Dated -----

SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:

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 DEPARTMENT

The drawing may be seen in office of the undersigned.

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

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard & or the standers laid down in the detailed specification of the Public by the contractor qualified personnel as required under the

contractor enlistment rules duly approved by the Deptt. Shall have to be engaged at site by the Contractor. The deptt. reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

SCHEDULE – E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

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

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

SCHEDULE – H: SPECIAL CONDITION: Attached Separately.

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

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

Demand Draft/Pay Order of Bid processing fees is payable in favour of M.D. R.I.S.L. & Cost Bid documents & Earnest Money is payable in favour of Secretary, JDA, Jaipur Payable At Jaipur. Demand Draft/Pay Order submitted upto **18.02.2016 upto 06.00 PM online mode.**

Signature of the Contractor

With full Address

EXECUTIVE ENGINEER-ROB/RUB-I

JDA, Jaipur.

Name & Address of the Procuring Entity	➤ Name: Executive Engineer ROB/RUB-I, Jaipur Development Authority ➤ Address: CB-TF-313C, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur-302004 (Rajasthan) ➤ Email:- ee.rob1@jaipurjda.org
Subject Matter of Procurement	➤ Widening of Existing Bridge (Both side) on JLN Marg near Jawahar Nallah World Trade Park, Jaipur.
Period of work	➤ 9 Months
Bid Procedure	➤ Two Stage tender (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jaipurjda.org
Website for online Bid application and payment *	➤ Website: www.jaipurjda.org ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. ○ 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 547.00 Lacs (Rupees Five Hundred Forty Seven Lacs Only)
Bid Security Deposit	➤ Amount (INR) : 2% (Rs. 10,94,000/-) (For AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% (Rs. 2,73,500/-) of S.S.I. of Rajasthan, 0.5% (Rs. 2,73,500/-) (For AA class Contractor registered in JDA) for Bidder registered as contractor in JDA, 1% (Rs. 547000/-) for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction
Pre-Bid	➤ N/A
Start/ End Date for Bid Applying, Online Payment and Bid Submission	➤ Start Date: 13.01.2016 at 09.30 AM onwards ➤ End Date: 18.02.2016 at 06.00 PM
**Date/ Time/ Place of Technical Bid Opening	➤ 24.02.2016 at 11.30 PM ➤ CCC-TF-309, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	➤ Will be intimated later to the Technically qualified bidders
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 (authorized 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, Yojana Bhawan, 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.

Executive Engineer ROB/RUB-I
JDA, Jaipur

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 Portal

Jaipur Development Authority, Jaipur.	
Bid Participation Receipt	
	Date & Time:-
Bid Detail	
Bid ID:	Procurement Entity:-
Bid Title:	
Bid Value:	Bid Opening Place:
Bidder Detail	
Name of Entity:	Mobile No.:
Registration Type:	Instrument Amount:
Payment Mode:	Payment Channel:
Instrument No.:	Instrument Date:

Dates Detail		
Sr. No.	Event Name	Event Date
1	Publishing Date	
2	Bid Opening Date	

Specific Instrument for eProc Rajasthan			
Instrument Type			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail: Jaipur Development Authority		Challan Number:	

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR POST QUALIFICATION OF CONTRACTORS

**Name of work :- Widening of Existing Bridge (Both side) on JLN Marg near Jawahar Nallah World
Trade Park, Jaipur.**

Special conditions of contract for **POST QUALIFICATION** 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 POST QUALIFICATION would be as follow:

- (a) Two-envelope system would be adopted, for POST QUALIFICATION. Envelop-1 being for Technical Bid and Envelope - 2 being for Financial Bid. Each envelope would be sealed separately and super scribed as "Envelope-1 Technical Bid" and "Envelope-2 Financial Bid". Both envelopes would be placed in Third envelope duly sealed, bearing the name of work and the name of the bidding contractor. In this third envelope, envelop of earnest money, VAT clearance certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of contractor in required category should also be kept
- (b) The technical bid will be opened only of whose bidders those proper Earnest money, 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. The earnest money will be accepted only in form of demand draft/ banker cheque in the name of Secretary JDA, Jaipur.
- (c) The Technical Bid envelope would be opened on the date 24.02.2016 at 11.30 pm in the chamber of CCC-TF-309, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 (Rajasthan).
- (d) The Financial Bid envelope would be opened only of those bidders who fulfill all the POST QUALIFICATION 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 POST QUALIFICATION 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	Concrete of any grade	1700.00 Cum
2	Reinforcement	250.00 MT

Note :-

- (i) The Bidder should enclose the certificate having quantities Financial year wise other wise the certificate will not be considered.
 - (ii) Quantities of all the items mentioned in criteria 2 (a) should be executed in one financial year.
 - (iii) Certificate issued by Govt. of India, State Govts., Union Territory, Govt. Undertakings, Autonomous Bodies shall only be considered.
- (b) The bidder should have completed at least one similar nature work in last Three financial year (including current year, if opted by the bidder) of value not less than 50 % of the Estimated Cost of the work (bid cost) updated to present price level)

Note :-

- (i) The starting & completion date of the work is to be in between above said financial year. If no then maximum work (70%) is to be completed in above said financial year.
 - (ii) If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.
- (c) The bidder should have achieved an annual financial turnover of at least 60% of the Estimated Cost of the work (bid cost) in any one of last Three 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 0.75

B = Value, at present price level of existing commitments and on going works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited)s

Note:-

- (i) Certificate from Chartered Accountant should be enclosed by bidder clearly indicated maximum value of Building 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	1.00
(b)	For Last Year	1.00
(c)	For One Year Before	1.10
(d)	For Two Year Before	1.21
(e)	For Three Year Before	1.33
(f)	For Four Year Before	1.46

3. Documentation :

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

- Information regarding financial resources and capability in Schedule –I.
- Information regarding works executed in the last five years in Schedule–II
- Certificates from the concerned Engineer–In–Charge in support and verification of the information furnished in Schedule–II
- Affidavit regarding machinery and equipment required for deployment, as detailed in scheduled – III.
- 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.
- Information regarding existing commitments and ongoing works to be completed in schedule – V.
- Information regarding details of litigation or arbitration contracts to be furnished in schedule – VI.
- Calculation of Bid capacity in schedule – VII.
- Affidavit as per Annexure I.

4. Important:

- 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.
- 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.
- 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.

- If Bid is not accompanied with the requisite documents mentioned in clauses 3 (a) to 3 (i) or is not in accordance with procedure specified in Para 1, or is not accompanied with earnest money & VAT clearance Certificate and registration of contractor in required category it would be liable for rejection
- Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection.
- If all the copies enclosed in support or affidavit are not duly attested by Bidder him self then bid of the bidder is to be rejected.

**EXECUTIVE ENGINEER ROB/RUB-I
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR**

Schedule – I
FINANCIAL RESOURCES AND CAPABILITY

[Reference clause 3 (a)]

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

S.N.	Year	Turnover
(a)	For Current Year	
(b)	For Last Year	
(c)	For One Year Before	
(d)	For Two Year Before	
(e)	For Three Year Before	
(f)	For Four Year Before	

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 bidding 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.

Signature of Bidder

Date :

(With Seal wherever applicable)

SCHEDULE – II
[Reference clause 3(b)]

DETAILS OF QUANTITIES OF WORKS EXECUTED DURING LAST FIVE FINANCIAL YEARS

S. No.	Name of Works (with agreement No. & Date)	Client	Place (District/ State)	Financial Year	Principal items of work				Page No.
					Brick Masonary	Cement Plaster	Stone wall Cladding or stone flooring or both	Joinery Work	
1									
2									
3									
4									
5									

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

Signature of Bidder

Signed Photograph
of Applicant

To be given on Non-Judicial stamp
Paper of Rs. 10/- only, duly Self Attested

Schedule – III

[Reference Clause 3(d)]

AFFIDAVIT

I/We..... Proprietor/ Partner/ Authorized signatory of M/s
..... under take the oath that I/We will deploy the machinery and
equipment listed below as and when required in the execution of this work.

S.No.	Name of Machinery	Minimum Requirement (In Nos.)	Availability	
			Owened	Leased
1	Computerized Batch Mix Concrete plant minimum 30 Cum/Hr capacity (Owned/Lease)	1		
2	Transit Mixers (TM) (Owned/Lease)	2		
3	Hydra 20T (Owned/Leased/Hired)	1		
4	JCB (Owned/Lease)	1		
5	Dumper (Owned/Lease)	2		
6	Vibrator (Shutter/Needle, Plate)	5		
7	Water Tanker	1		
8	Concrete Pump	1		
9	Appropriate D.G. Set	1		

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

Date:

Signature of Bidder
(With seal)

Note : The applicant has to enclosed a Self Attested Photo Identity Card with the above affidavit.

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**

S. No.	Name of Works (with agreement No. & Date)	Client	Place (district / state)	Financial Year	Cost of Work as per Work Order	Stipulated date of commencement	Stipulated date of completion	Value of work done during the year	Page No.

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 bid	Likely date of completion of balance work	Page No.

Signature of Bidder

SCHEDULE - VI
[Reference Clause 3(g)]

DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

S. No.	Name of Works (with agreement No. & Date)	Client	Work Order Amount	Disputed Amount Claimed in Litigation / Arbitration	Date of Raising Disputed Amount	Actual Award Amount, if the case is Decided	Cause of Litigation & matter in Dispute

Signature of Bidder

SCHEDULE – VII

[Reference clause 3(h)]

BID CAPACITY

Name of Bidder : -----

1	A = Maximum value of Civil engineering works executed in any one year during the last Five year (updated to present price level)Lacs.	Certified details enclosed at Page No.
2	N = Number of years prescribed for completion of the work for which bids area invited	0.75	
3	B= Value at present price level of existing commitments and on going works to be completed during next N periodLacs.	Certified details enclosed at Page No.

BID CAPACITY = A X N X 3-B
 = Lacs.

Signature of Bidder

ANNEXURE- I

(Reference Clause 3(i))

Signed Photograph
of Applicant

To be given on non-judicial stamp
Paper of Rs. 10/- only, duly Self Attested

AFFIDAVIT

I/We..... Proprietor/ Partner/ Authorized signatory of M/s
..... under take the oath that the information furnished by me/us in
schedule I to VI of the Technical Bid for : **“Name of work:- “Widening of Existing Bridge (Both
side) on JLN Marg near Jawahar Nallah World Trade Park, 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

Note : The applicant has to enclosed a Self Attested Photo Identity Card with the above affidavit.

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. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement 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 tender 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 14 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated 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-ROB/RUB-I
JDA, Jaipur.**

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Place :

Signature of bidder

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is E.C.,JDA,
The designation and address of the Second Appellate Authority is A.C.S./P.S., UDH, Govt. of Rajasthan.

(1) Filing an appeal:-

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued 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 through registered post or authorised representative.

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

FORM No. 1
[see rule 83]

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

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

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

Place :

Date :

Appellant's Signature

Annexure D :Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

General Condition for site work

1. The contractor shall establish fully functional site office at site location.
2. HSD Steel Fe500 and Fe500d must be from primary producers like SAIL, TATA Steel, JSW shall only be used.
3. Only OPC cement shall be used for RCC work.
4. Only RMC shall be used for RCC work with batch mix report.
5. All the structural drawings shall be got vetted from MNIT/IIT at the cost of contractor.
6. Only potable water shall be used for construction work.
7. A laboratory shall be established of testing of material with relevant apparatus as directed by EIC and samples, other wise 5000/- penalty amount per day shall be imposed.
8. All the safety measures must be taken as per relevant code.
9. Samples for testing shall be send to NABL accredited lab as directed by EIC at the cost of contractor.
10. All formwork and concreting work shall be checked by the JDA officials before 24hr. prior to execution.
11. Only steel formwork for RCC work shall be allowed.
12. The work shall be carried out as per latest recommendation of IRC/MORTH section 515.
13. All necessary traffic arrangement/ traffic diversion permission from local traffic police will be managed by the bidder at his own cost along with necessary diversion boards with guards however local assistance shall be provided by JDA authorities.
14. No delay shall be expectable on account of traffic management or weather condition.
15. Working site should be well illuminated during nights.
16. The boards of "J.D.A. at work" and showing the information regarding the work shall be installed at the site of work by the contractor at his own cost during the execution work as directed by Engineer-In-Charge without fail.
17. Two Boards of suitable size (Approximately 3'x4') one at each end, indicating details of the works /official / agency should be displayed at site.
18. For any damage to the Structure (i.e. Deck slab, Piers, Abutments, .girder, Crash barrier, footpath and median etc.) of bridge, the bidder will be held responsible.
19. The contractor shall inform the Engineer in writing before the start of work of the job mix formula proposed to be used by him for the work, indicating the source and location of all materials, proportion of all materials such as binder and aggregate, single definite percentage passing each sieve for the mixed aggregate and result of the tests recommended.
20. All relevant tests should be got done from authorized testing NABL approved lab as directed by site/Engineer in charge.
21. Safety:-
 - I. No work shall be executed night if any other circumstance during working in night all the necessary precautions and safety arrangement along with safety engineer including appropriate capacity of D.G. set for lighting shall be arranged by the agency.
 - II. All labour at site must have safety equipments like Helmet, Jackets, safety shoes, safety gloves, reflecting jackets etc as per codal provisions.
 - III. The bidder has to deploy well equipped safety guards for 24 hours as per requirement/ direction or Engineer in-Charge

Signature of Contractor
With full address & Mobile No.

Executive Engineer ROB/RUB-I
JDA, Jaipur.