

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC-FF-133, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004
Telephone: +91-141-2569696 e.mail: rajendra.sharma@mailjda.org

No:- JDA/EE-10A/2015-16/D-37

Dated: 28.01.2016

NOTICE INVITING BID

NIB No. : EE-10A/18/2015-16

Online Bids are invited up-to **6.00 PM of 11.04.2016** for **Construction of 200' feet wide master plan road parallel to railway line from nallah at Satyam Block to Ring Road with Remaining roads of Satyam Block of Marriage Garden Scheme in Zone-10A area, 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 [ww.eproc.rajasthan. gov.in](http://ww.eproc.rajasthan.gov.in) for online e- Bid submission.

(Rajendra Kumar Sharma)
Executive Engineer-10A

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC-FF-133, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004
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NIB No. : EE-10A/18 /2015-16

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer-10A, Jaipur Development Authority ➤ Address: Room No. CCC-FF-133, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) ➤ Email:- rajendra.sharma@mailjda.org
Subject Matter of Procurement	<ul style="list-style-type: none"> ➤ Construction of 200' feet wide master plan road parallel to railway line from nallah at Satyam Block to Ring Road with Remaining roads of Satyam Block of Marriage Garden Scheme in Zone-10A area, JDA, Jaipur.
Bid Procedure	<ul style="list-style-type: none"> ➤ Two Stage tender (eg. Two-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	<ul style="list-style-type: none"> ➤ L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<ul style="list-style-type: none"> ➤ 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	<ul style="list-style-type: none"> ➤ INR 550.00 Lacs (Rupees Five Crore Fifty Lacs only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR) : 2% (Rs. 11,00,000/-) (For A & AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 2,75,000/-) (For Contractor registered in JDA) for Bidder registered as contractor in JDA, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction
Pre-Bid	<ul style="list-style-type: none"> ➤ N/A
Start/ End Date for Bid Applying, Online Payment and Bid Submission	<ul style="list-style-type: none"> ➤ Start Date: 08/02/2016 at 9.30 AM onwards ➤ End Date: 11/04/2016 at 6.00 PM
**Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> ➤ N/A
Date/ Time/ Place of Financial Bid Opening	<ul style="list-style-type: none"> ➤ 13/04/2016 at 2.00 PM ➤ Room No. CCC-TF-309, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)
Bid Validity	<ul style="list-style-type: none"> ➤ 120 days from the bid submission deadline
Time Period	<ul style="list-style-type: none"> ➤ 06 Months
A&F/Job No.	<ul style="list-style-type: none"> ➤ 330/2015-16

*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, Safe crypt, 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 RTPPA Act 2012 and Rules thereto, the later shall prevail.

(Rajendra Kumar Sharma)
Executive Engineer-10A

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.rajabasthan.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 whiling applying the bid on JDA portal.

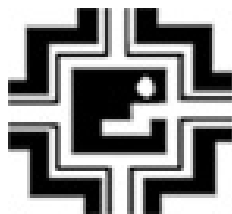
While participation in the bid, a receipt will be generated through the system showing the submission details as per **Annexure-4**. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajabasthan.gov.in as mentioned in the receipt.

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			
Bid Participation Receipt			
			Date & Time : 09/06/2015 05:13 PM
Bid Detail			
Bid Id : 6215152001		Procurement Entity : XXXXXXXXXXXXXXXX	
Bid Title : Testing			
Bid Value : 300000		Bid Opening Place : Manthan Hall, Jaipur Development Authority	
Bidder Detail			
Name of Entity : XXXXXXXXXXXXXXXX		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 - 1

FOR

**Construction of 200' feet wide master plan road parallel to railway line from nallah at
Satyam Block to Ring Road with Remaining roads of Satyam Block of Marriage
Garden Scheme in Zone-10A area, JDA, Jaipur**

Period of Online Sale	: 08.02.2016 to 11.04.2016 upto 6.00 PM
Date of Online submission of the bid	: 08.02.2016 to 11.04.2016 upto 6.00 PM
Date of opening of technical bid	: 13.04.2016 at 2.00 PM In the Room No. CCC-TF-309, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302 004 (Rajasthan).
Completion period	: 06 Months
Name of Agency M/s	:

**Executive Engineer-10A,
JDA, Jaipur.**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

**Name of Work:- Construction of 200' feet wide master plan road parallel to railway line
from nallah at Satyam Block to Ring Road with Remaining roads of Satyam Block
of Marriage Garden Scheme in Zone-10A area, JDA, Jaipur**

- | | |
|--|---|
| 1. NIB No. | : EE-10A/18/2015-16 |
| 2. Approximate cost | : Rs. 550.00 Lacs |
| 3. Cost of the bid document | : Rs 1000/-. The Bidders are required to submit 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. |
| 4. Bid Processing fees | : Rs. 1000/- (In favour of M.D. R.I.S.L., Jaipur.) |
| 5. Earnest Money (In favour of Secretary, JDA, Jaipur.) | : @ 2% Rs. 11,00,000/- (For A & AA class contractor registered in other department) and
@ ½ % 2,75,000/- (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. |
| 6. Sale of bid document | : 08.02.2016 to 11.04.2016 upto 6.00 PM |
| 7. Date & Time of receiving tender | : 08.02.2016 to 11.04.2016 upto 6.00 PM |
| 8. Date of submission of Bid
Cost, Process Cost & EMD | : 08.02.2016 to 11.04.2016 upto 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. |
| 9. Date of opening of Tender(Technical Bid) | : 13.04.2016 at 2.00 PM in Room No. CCC-TF-309, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) |
| 10. Completion period of work | : 06 Months |

SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:

It is mandatory for Tenderer to visit site and fully understand the conditions of the site, access and account for all possible difficulties before tendering and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates given in the Schedule 'G'. The work shall be carried out in accordance with the IRC/MORTHs Rajasthan PWD/JDA detailed specification and to the entire satisfaction of the Engineer – In – Charge of the work.

SCHEDULE - B: LIST OF THE TECHNICAL SANCTION, DRAWING:

The Technical sanction, specification, scope of work and drawings may be seen in office of the Engineer-In-Charge.

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 cost drawings required for the work after depositing necessary cost with JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

The testing of the materials and workmanship shall be conducted by JDA staff, quality control cell as per norms. The result of such tests should confirm to the standard laid down in the Indian standard, MORTH / Public Work. Department, Rajasthan detailed specification. Proper quality control is required to be maintained by the contractor. Qualified personnel as required under the contractor enlistment rules shall have to be engaged at site by the Contractor at his cost, in case of failure, the department reserves the right to engage such staff and to recover wages from agency. The contractor shall provide facility of each test at site. The expenses shall be recovered from the contractor in case of his failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIAL

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 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: BOQ IS ATTACHED SEPARATELY BASED ON BSR PWD 2013 (ROAD, BUILDING, SANITARY & JDA BSR) RAJASTHAN, JAIPUR.

SCHEDULE - H: SPECIAL CONDITION: Attached Separately.

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

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

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

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

Date of submission of Bid Cost, Process Cost & EMD from 08.02.2016 to 11.04.2016 up to 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

Signature of the Bidder
With full Address

Executive Engineer-10A,
JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the bidder at his own level/cost?
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the bidder. In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
07. The rate quoted by the bidder shall remain valid for a period of **Four Months** from the date of opening of the bids.
08. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
10. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his bid prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or dose not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Batch Mix plants and paver, road roller, Tarboiler, sprayer etc.
13. The bidder shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of bidders provide that work; upto five times limit for which they are qualified for bidding can be allotted to them Therefore, before bid the bidders will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
17. The rates provided in bid documents are inclusive of all Taxes royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only be a bitumen sprayer of a mechanical pressure.

20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Bidder at his own cost.
21. Undersigned has full right to reject any or all bids without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. **Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.**
25. The bidders are required to submit copy of their enlistment as bidder.
26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
27. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
28. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty of Rs. 5000/- day will be imposed.
29. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
30. "If any bidder quotes a rate below than the schedule "G" rates, i.e., rates below than at par, then the bidder has to deposit the difference amount i.e. amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within 14 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated 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 Bidder
with full address & Mobile No.

Executive Engineer-10A
JDA, Jaipur

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

1. ROAD WORKS

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

1.7 The routine maintenance activities and their periodicity

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not)	As and when required.
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting <u>once in every one and half years.</u>
6	Road Marking, Kerb Stone/Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting <u>once in every one and half years.</u> Ordinary Paint Maintenance as and when required. Repainting <u>thrice in every years.</u>
7	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.

2. General

2.1 Inspection of works during Defect Liability Period

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

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

- | | | |
|---|--------------------------------|----------------------------|
| 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 responsibility of contracting agency.

**Signature of Bidder
with full address :**

**Executive Engineer-10A
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
ADDITIONAL SPECIAL CONDITION:-

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

Executive Engineer-10A
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 sub bidder, not otherwise participating as a bidder, in more than one bid; or
 - (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
 - (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name:-.....

Designation:-.....

Address:-

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Executive Committee**

The designation and address of the Second Appellate Authority is **Principal Secretary UDH.**

(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 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
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.

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR POTENTIAL ASSESSMENT OF BIDDERS

Name of work:- Construction of 200' feet wide master plan road parallel to railway line from nallah at Satyam Block to Ring Road with Remaining roads of Satyam Block of Marriage Garden Scheme in Zone-10A area, 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 relating to contracts.

1. Procedure:

A. Procedure for **POTENTIAL ASSESSMENT** would be as follows:

Two-envelope system would be adopted for **POTENTIAL ASSESSMENT**, Envelope- 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 a third Envelope, duly sealed, bearing the name of work and the name of the bidding contractor. In this third Envelope, Envelope 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 those bidders whose 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 Online in the name of Secretary, JDA, Jaipur.

C. The Technical bid Envelope would be opened on the date **13.04.2016 at 2.00 PM** in the **CCC-TF-309, Third Floor, CCC Building, JDA, Jaipur.**

D. The Financial Bid Envelope would be opened only of those bidders who will fulfill 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	Earth Work	9776.00 CUM
2	GSB/WMM/WBM work	5473.00 CUM
3	BT work by paver	2073.00 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 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. 183.33 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. 183.33 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 | 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:

- (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 earnest money & VAT clearance Certificate and registration of bidder in required category it would be liable for rejection.
- (ii) Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection.
- (iii) If all the copies enclosed in support or affidavit is not duly attested by notary public/gazetted officer then bid of the bidder is to be rejected.

Executive Engineer-10A

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)	2015-16	
(2)	2014-15	
(3)	2013-14	
(4)	2012-13	
(5)	2011-12	

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.

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	Earth Work	GSB/WM/M/WB/M work	BT work by paver	Page No.

Signature of Bidder

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

SCHEDULE - III
[Reference Clause 3(d)]

Declaration

I/We Proprietor/Partner/Authorized signatory of M/s under self Declaration 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	Automatic Hot Batch Mix Plant (Owned/Lease)	1 No.		
2	Vibratory Roller (Owned/Lease)	2 No.		
3	Static Roller (Owned/Lease)	4 No.		
4	Pneumatic Tyre Roller (PTR) (Owned/Lease)	1 No		
5	Sensor paver 7.50 Mtr. Width (Owned/Lease)	1 No.		
6	Compressor (Owned/Lease)	2 No.		
7	Tar Boiler (Owned/Lease)	2 No.		
8	JCB (Owned/Lease)	2 No.		
9	Dumper (Owned/Lease)	6 No.		
10	Vibrator (Needle, Plate, Screed) (Owned/Lease)	4 No		
11	De-watering pump for C.C. work (Owned/Lease)	1 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 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 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. _____

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

Signature of Bidder

ANNEXURE I
(Reference Clause 3(i))

To be given duly self attested

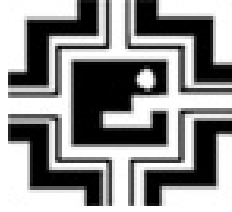
PHOTO

Self Declaration

I/We.....S/O Shri..... Age.....Year, Resident
.....of.....District Rajasthan Proprietor/ Partner/
Authorize signatory of M/s here by declare that the information
furnished by me/us in schedule I to VII of the assessment Bid for the work **Construction of 200' feet wide
master plan road parallel to railway line from nallah at Satyam Block to Ring Road with Remaining
roads of Satyam Block of Marriage Garden Scheme in Zone-10A area, JDA, Jaipur** is correct to the best of
my/our knowledge and belief and nothing has been concealed therein. I am well aware of the fact that If
the information given by me is proved false/not true, i will have to face the punishment as per the law.
Also all the benefits availed by me shall be summarily withdrawn and JDA has right to reject the Bid and to
take action against me/us as per rules.

Attach0 ID

.....
Proprietor/ Partner/ Authorized signatory
M/s



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

FINANCIAL BID
(POTENTIAL ASSESSMENT)

Envelope – 2

FOR

**Construction of 200' feet wide master plan road parallel to railway line from nallah at
Satyam Block to Ring Road with Remaining roads of Satyam Block of Marriage
Garden Scheme in Zone-10A area, JDA, Jaipur**

Period of Online Sale	: 08.02.2016 to 11.04.2016 upto 6.00 PM
Date of Online submission of the bid	: 08.02.2016 to 11.04.2016 upto 6.00 PM
Date of opening of technical bid	: 13.04.2016 at 2.00 PM In the Room No. CCC-TF-309, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302 004 (Rajasthan).
Completion period	: 06 Months
Name of Agency M/s	:

**Executive Engineer-10A,
JDA, Jaipur.**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

Name of Work:- Construction of 200' feet wide master plan road parallel to railway line from nallah at Satyam Block to Ring Road with Remaining roads of Satyam Block of Marriage Garden Scheme in Zone-10A area, JDA, Jaipur

- | | |
|--|---|
| 1. NIB No. | : EE-10A/18/2015-16 |
| 2. Approximate cost | : Rs. 550.00 Lacs |
| 3. Cost of the bid document | : Rs 1000/-. The Bidders are required to submit 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. |
| 4. Bid Processing fees | : Rs. 1000/- (In favour of M.D. R.I.S.L., Jaipur.) |
| 5. Earnest Money (In favour of Secretary, JDA, Jaipur.) | : @ 2% Rs. 11,00,000/- (For A & AA class contractor registered in other department) and @ ½ % 2,75,000/- (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. |
| 6. Sale of bid document | : 08.02.2016 to 11.04.2016 upto 6.00 PM |
| 7. Date & Time of receiving tender | : 08.02.2016 to 11.04.2016 upto 6.00 PM |
| 8. Date of submission of Bid
Cost, Process Cost & EMD | : 08.02.2016 to 11.04.2016 upto 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. |
| 9. Date of opening of Tender (Technical Bid) | : 13.04.2016 at 2.00 PM in Room No. CCC-TF-309, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) |
| 10. Completion period of work | : 06 Months |

SCHEDULE - A: INFORMATION USEFUL FOR THE CONTRACTORS:

It is mandatory for Tenderer to visit site and fully understand the conditions of the site, access and account for all possible difficulties before tendering and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates given in the Schedule 'G'. The work shall be carried out in accordance with the IRC/MORTHs Rajasthan PWD/JDA detailed specification and to the entire satisfaction of the Engineer – In – Charge of the work.

SCHEDULE - B: LIST OF THE TECHNICAL SANCTION, DRAWING:

The Technical sanction, specification, scope of work and drawings may be seen in office of the Engineer-In-Charge.

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 cost drawings required for the work after depositing necessary cost with JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

The testing of the materials and workmanship shall be conducted by JDA staff, quality control cell as per norms. The result of such tests should confirm to the standard laid down in the Indian standard, MORTH / Public Work. Department, Rajasthan detailed specification. Proper quality control is required to be maintained by the contractor. Qualified personnel as required under the contractor enlistment rules shall have to be engaged at site by the Contractor at his cost, in case of failure, the department reserves the right to engage such staff and to recover wages from agency. The contractor shall provide facility of each test at site. The expenses shall be recovered from the contractor in case of his failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIAL

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 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: BOQ IS ATTACHED SEPARATELY BASED ON BSR PWD 2013 (ROAD, BUILDING, SANITARY & JDA BSR) RAJASTHAN, JAIPUR.

SCHEDULE - H: SPECIAL CONDITION: Attached Separately.

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

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

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

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

Date of submission of Bid Cost, Process Cost & EMD from 08.02.2016 to 11.04.2016 up to 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

Signature of the Bidder
With full Address

Executive Engineer-10A,
JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the bidder at his own level/cost?
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the bidder. In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
07. The rate quoted by the bidder shall remain valid for a period of **Four Months** from the date of opening of the bids.
08. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
10. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his bid prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or dose not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Batch Mix plants and paver, road roller, Tarboiler, sprayer etc.
13. The bidder shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of bidders provide that work; upto five times limit for which they are qualified for bidding can be allotted to them Therefore, before bid the bidders will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
17. The rates provided in bid documents are inclusive of all Taxes royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only be a bitumen sprayer of a mechanical pressure.

20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Bidder at his own cost.
21. Undersigned has full right to reject any or all bids without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
- 24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.**
25. The bidders are required to submit copy of their enlistment as bidder.
26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
27. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
28. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty of Rs. 5000/- day will be imposed.
29. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
30. "If any bidder quotes a rate below than the schedule "G" rates, i.e., rates below than at par, then the bidder has to deposit the difference amount i.e. amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within 14 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated 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 Bidder
with full address & Mobile No.

Executive Engineer-10A
JDA, Jaipur

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

1. ROAD WORKS

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

1.7 The routine maintenance activities and their periodicity

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not)	As and when required.
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting <u>once in every one and half years.</u>
6	Road Marking, Kerb Stone/Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting <u>once in every one and half years.</u> Ordinary Paint Maintenance as and when required. Repainting <u>thrice in every years.</u>
7	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.

2. General

2.1 Inspection of works during Defect Liability Period

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

**Executive Engineer-10A
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
ADDITIONAL SPECIAL CONDITION:-

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

Executive Engineer-10A
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 sub bidder, not otherwise participating as a bidder, in more than one bid; or
 - (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
 - (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name:-.....

Designation:-.....

Address:-

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Executive Committee**

The designation and address of the Second Appellate Authority is **Principal Secretary UDH.**

(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) Form of Appeals:-

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

Jaipur Development Authority, Jaipur

Name of work : :- Construction of 200' feet wide master plan road parallel to railway line from nallah at Satyam Block to Ring Road with Remaining roads of Satyam Block of Marriage Garden Scheme in Zone-10 A area, JDA, Jaipur.

The break-up of components of labour/materials (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/steel as indicated in Clause 45 have been pre-determined as below:-

(a) Labour (P _l)	:	10.33	Percent
(b) Other Materials (P _m)	:	36.41	Percent
(c) Bitumen (P _b)	:	29.55	Percent
(d) Diesel and Petrol (P)	:	05.92	Percent
(e) Cement (P _c)	:	06.25	Percent
(f) Steel (P _s)	:	<u>11.54</u>	<u>Percent</u>
Total		<u>100.00</u>	<u>Percent</u>

Executive Engineer 10-A
JDA, Jaipur

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of work :- Construction fo 200' feet wide Master Plan road parallel to Rialway line from Nallah at Satyam Block to Ring Road with Remaining roads of Satyam Block of Marriage Garden Scheme in Zone-10A area, JDA, Jaipur.						
Contract No: NIB No. EE-10A/18/2015-16						
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	
1.00	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 Technical Specification Clause 302.3	13756.80	Cum	29.00	Rupees Twenty Nine Only	398947.20
2.00	Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts and leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of Table 300.2 with lead upto 1000 m as per MoRD Specification Clause 303.1.	24034.42	Cum	105.00	Rupees One Hundred & Five Only	2523614.10
3.00	Construction of Gravel / Soil Aggregate Sub-base/Base by providing well graded material of nominal maximum size grading 80 mm as per Table 2.3 of IRC SP 77-2008, spreading in uniform layers with tractor mount appropriate grading arrangements on prepared surface, mixing by mix in place method at OMC with tractor mount appropriate rotavator attachment and compaction with three wheel 80-100 KN Static Roller capacity to achieve the desired density complete as per specifications contained in Para 2.2, 3.6 and 3.7 of IRC SP 77-2008	8564.96	Cum	590.00	Rupees Five Hundred & Ninety Only	5053326.40

Signature of Tenderer with seal

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of work :- Construction fo 200' feet wide Master Plan road parallel to Rialway line from Nallah at Satyam Block to Ring Road with Remaining roads of Satyam Block of Marriage Garden Scheme in Zone-10A area, JDA, Jaipur.						
Contract No: NIB No. EE-10A/18/2015-16						
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	
4.00	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and Technical Specification Clause 406 By Mechanical Means with 1 km lead.	7853.50	Cum	1190.00	Rupees One Thousand One Hundred & Ninety Only	9345665.00
5.00	Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per Technical Specification Clause 502	30406.00	Sqm	35.00	Rupees Thirty Five Only	1064210.00
6.00	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 Technical Specification Clause 503.	30406.00	Sqm	10.00	Rupees Ten Only	304060.00
6.10	Providing and applying tack coat with bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg/Sqm on the prepared granular surface treated with primer & cleaned with hydraulic broom as per technical specification clause 503.	30406.00	Sqm	12.00	Rupees Twelve Only	364872.00

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Name of work :- Construction fo 200' feet wide Master Plan road parallel to Rialway line from Nallah at Satyam Block to Ring Road with Remaining roads of Satyam Block of Marriage Garden Scheme in Zone-10A area, JDA, Jaipur.						
Contract No: NIB No. EE-10A/18/2015-16						
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	
7.00	Providing and laying dense graded bituminous macadam with 100-120 TPH batch type HMP producing an average output of 75 tones per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.0 to 4.5 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT&H Specifications Clause 507 complete in all respects. for Grading II (19 mm nominal size)	3420.68	MT	3025.00	Rupees Three Thousand & Twenty Five Only	10347544.90
8.00	Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT & H Specifications Clause 509 complete in all respects for Grading II (13mm nominal size) BitumenVG-30	2797.35	MT	3260.00	Rupees Three Thousand Two Hundred & Sixty Only	9119367.52
9.00	Earthwork in excavation for structures as per drawing and MoRD specifications Clause 305.1 including setting out, construction of shoring and bracing, removal of stumps and other deleterious material and disposal upto a lead of 50 m, dressing of sides and bottom and backfilling in trenches with excavated suitable material. Ordinary soil Upto 3 m depth	5294.10	Cum	124.00	Rupees One Hundred & Twenty Four Only	656468.40

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Contract No: NIB No. EE-10A/18/2015-16						
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	Compacting soil at optimum moisture content with power road roller including watering soil at O.M.C., charges of T & P, cost of water and finishing of formation to required camber and grade etc. complete in layers not exceeding 15 cm. compacted thickness 95% proctor density.	13756.80	Cum	12.00	Rupees Twelve Only	165081.60
11.00	Providing concrete for plain / reinforced concrete in open foundations complete as per drawing and technical specifications Clause 802,803,1202 & 1203. P.C.C grade M-15 Nominal Mix (1:2.5:5)	279.05	Cum	3040.00	Rupees Three Thousand & Forty Only	848296.80
12.00	Structural cement concrete for reinforced concrete/PSC in superstructure complete including steel for work, scaffolding etc. as per drawing and technical specification. Using batching plant, Transit mixture and concrete pump. Design mix concrete pump. Design mix conreter [MoRTH Specification 1500 (N) & 1700 (N)] M-35 Solid slab superstrucutre Hitht up to 5M	840.45	Cum	5051.00	Rupees Five Thousand & Fifty One Only	4245112.95
13.00	Supplying, fitting, and placing TMT bar reinforcement in superstructure complete as per drawing and MoRD specifications Clauses 1002, 1010 and 1202	90.75	t	65910.00	Rupees Sixty Five Thousand Nine Hundred & Ten Only	5981332.50
14.00	Providing weepholes in brick masonry/stone masonry, plain/ reinforced concrete abutment, wing wall, return wall with 100 mm dia AC pipe extending through the full width of the structures with slope of 1(V):20(H) towards drawing face complete as per drawing and MoRD specification Clauses 614, 709, 1204.3.7	150.00	Each	57.00	Rupees Fifty Seven Only	8550.00
15.00	Stone Masonry work in cement mortar in foundation complete as drawing and techninal specifications clause 702, 704, 1202 & 1203 Random Rubble Masonry In cement mortar 1:4	134.71	Cum	2165.00	Rupees Two Thousand One Hundred & Sixty Five Only	291647.15

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Contract No: NIB No. EE-10A/18/2015-16						
Bidder Name:		Excess (+)		%		
<u>SCHEDULE OF WORKS</u>						
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Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
16.00	Providing and laying filter media with granular crushed aggregates as per specification to a thickness of not less than 600 mm with smaller size towards the soil and bigger size towards the wall and providing over the entire surface behind abutment, wing wall, return wall to the full height, compacted to firm condition complete as per drawing and MoRD specification Clause 1204.3.8	525.00	Cum	520.00	Rupees Five Hundred & Twenty Only	273000.00
17.00	Construction of flexible apron 1 m thick comprising of loose stone boulders weighing not less then 25 kg beyond curtain wall	256.50	Cum	560.00	Rupees Five Hundred & Sixty Only	143640.00
18.00	Providing and laying of apron with cement concrete blocks of size as per Table 1300.1 cast-in-situ and made with nominal mix of M-15 grade cement concrete as per drawing and MoRD specifications Clause 1301	110.40	Cum	3240.00	Rupees Three Thousand Two Hundred & Forty Only	357696.00
19.00	Providing and erecting direction and place identification retro-reflectorised sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3, fixed over aluminium sheeting, 2 mm thick with area not exceeding 0.9 sqm supported on 2 inch dia GI Pipe firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 x 450 x 600 mm, 600 mm below ground level as per approved drawing and Tehnical Specification Clause 1701.	18.00	Sqm	10200.00	Rupees Ten Thousand Two Hundred Only	183600.00
20.00	Reinforced cement concrete M15 grade kilometre stone of standard design as per IRC:8 fixing in position including painting and printing, etc as per drawing and Technical Specification Clause 1703 Ordinary Kilometer stone (precast)	6.00	Each	1390.00	Rupees One Thousand Three Hundred & Ninety Only	8340.00
20.10	Reinforced cement concrete M15 grade kilometre stone of standard design as per IRC:8 fixing in position including painting and printing, etc as per drawing and Technical Specification Clause 1703 200 m stone (precast)	25.00	Each	340.00	Rupees Three Hundred & Forty Only	8500.00

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Contract No: NIB No. EE-10A/18/2015-16						
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	
21.00	Supply & fixing of M-20 grade precast cement concrete Kerb or Dand upto 60 cm length over 20 mm thick base of cement mortar 1:6 including jointing earth work, painting & jointing with cement mortar 1:4 of size (20x25)/2x30 cm	3200.00	Rmt.	350.00	Rupees Three Hundred & Fifty Only	1120000.00
22.00	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 Technical Specification Clause 1701	1280.00	Sqm	58.00	Rupees Fifty Eight Only	74240.00
23.00	Marking centre line and stop lines etc. on road as per IRC pattern with thermoplastic paint of approved quality and make with 8% glass beads laid on the road surface at temperature 160' C with a special applicator machine complete with a special applicator machine complete with labour material and traffic diversion arrangements.	1740.00	Sqm	485.00	Rupees Four Hundred & Eighty Five Only	843900.00
24.00	Reinforced cement concrete M15 grade boundary pillars/local stone of standard design as per IRC:25, fixed in position including finishing and lettering but excluding painting as per drawing and MoRD Specification Clause 1704	250.00	Each	335.00	Rupees Three Hundred & Thirty Five Only	83750.00
25.00	Providing and fixing in position pipe railing consisting of IS Rolled steel joist posts designation IS MB 100 (100x75) at 2.5 m interval and three rows of 50 mm dia steel pipes (light) including fixing in position on bridge deck complete as per drawing and MoRD specifications Clause 1208.2	80.00	Rmt.	1415.00	Rupees One Thousand Four Hundred & Fifteen Only	113200.00
26.00	Reinforced Cement Concrete M 25 grade approach slab including reinforcement and formwork complete as per drawing and MoRD specifications Clauses 800 and 1211	126.00	Cum	7985.00	Rupees Seven Thousand Nine Hundred & Eighty Five Only	1006110.00
Total Estimated Cost in Figures						54934072.52
Quoted Amount				54934072.52		54934073.00
Quoted Rate in Words		Rupees Five Crore Forty Nine Lakh Thirty Four Thousand & Seventy Three Only				

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