

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Envelope 1

TECHNICAL BID **(POTENTIAL ASSESSMENT)**

FOR

**“RENEWAL OF QUEENS ROAD IN ZONE-7,
JDA JAIPUR”**

Period Date of Sale	From 10-02-2016 to 18-03-2016
Date of receipt of the Bid	10-02-2016 to 18-03-2016 upto 6.00 PM
Date of opening of Technical bid	On 28-03-2016 at 03:30 PM (In the Chamber of S.E.-II, JDA, Jaipur) (CCC Building, JDA Jaipur)
Cost of Bidding document	Rs. 1000.00
RISL Processing Fee	Rs, 1000.00
Earnest Money	Rs. 11,96,000.00 (for Contractor not enlisted in JDA) Rs. 2,99,000.00 (for Contractor enlisted in JDA) (In favor of Secretary JDA by online on JDA portal)
Completion Period	6 (Six) months

NAME OF AGENCY -----

**EXECUTIVE ENGINEER-7
JDA, JAIPUR**

JAIPUR DEVELOPMENT AUTHORITY

Room No. N-108, 2nd Floor (Bank Building) Ram Kishore Vyas Bhavan,
Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004

No. JDA/EE-07/2016/D- 563

Dated: 29-01-16

NOTICE INVITING BID

NIB No. : 19/2015-16

Name & Address of the Procuring Entity	Name: Ex. Eng.-7, Jaipur Development Authority Address: Room No. N-108, 2 nd Floor (Bank Building) Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004
Subject Matter of Procurement	Renewal of Queens road in Zone-7, JDA Jaipur
Period of work	06 Months
Bid Procedure	Two Bid-stage tender (open competitive) e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Lowest (L1 –eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jaipurjda.org
Website for online Bid application and payment *	Website: www.jaipurjda.org For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. Bidding document fee: Rs. 1000/- (Rupees One Thousand only) RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) Requisite Bid Security Deposit (Rs. 11,96,000/- for Contractor not enlisted in JDA) (Rs. 2,99,000/- for Contractor enlisted in JDA)
Estimated Procurement Cost	598.00 Lacs (Five Crore Ninety Eight Lacs only)
Bid Security Deposit	Amount (INR) : 2% (Rs. 11,96,000/-) (For contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (2,99,000/-) (For Bidder registered as contractor in JDA), 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction
Pre-Bid	N/A
Start/ End Date for Bid Applying, Online Payment and Bid Submission	Start Date: 10-02-2016 at 09:30 AM onwards End Date: 18-03-2016 at 06:00 PM
**Date/ Time/ Place of Technical Bid Opening	28-03-2016 at 03:30PM In the chamber of Superintending Engineer-II, JDA Jaipur, CCC Building, 1 st Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004
Bid Validity	120 days from the bid submission deadline
<p>*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.</p> <p>** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date.</p>	

Note:

1. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Executive Engineer-7
JDA, Jaipur

Process for Participation & Depositing Payment Online

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

To participate in the bid, bidder has to be:

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

Methods for depositing on line amount

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

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

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

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

Bidder has to submitted as proof of deposited amount against the Bid on e-Procurement-Portal

Jaipur Development Authority, Jaipur Bid Participation Receipt			
			Date & Time
Bid Detail :			
Bid ID :		Procurement Entity :	
Bid Title :		Bid opening Place :	
Bid Value :			
Bidder Detail			
Name of Entity :		Mobile No.	
Registration Type :		Instrument Amount :	
Payment Mode :		Payment Channel :	
Instrument No. :		Instrument Date :	
Dates Detail			
Sr. No.	Event Name	Event Date	
1	Publishing Date		
2	Bid Opening Date		
Specific Instrument for E-Proc Rajasthan			
Instrument Type			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail : Jaipur Development Authority, Jaipur		Challan Number :	

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of Work: **Renewal of Queens road in Zone-7, JDA Jaipur**

1. NIT No. : 19/2015-16
2. Approximate cost : Rs. 598.00 Lacs
3. Cost of the Bid Document online : Rs. 1000.00 (In favour of Secretary, JDA, Jaipur.)
Rs. 1000.00 (In favour of M.D. R.I.S.L., Jaipur.)
4. Earnest Money online : (Rs. 11,96,000/- (For Contractor not enlisted in JDA)
(Rs. 2,99,000/- (For Contractor enlisted in JDA)
5. Download of tender document : 10-02-2016 to 18-03-2016 up to 6.00 PM
6. Date & Time of opening of Technical Bid : **28-03-2016** at 3.30 PM In the chamber of
Superintending Engineer-II, JDA Jaipur, CCC
Building, 1st Floor, Ram Kishore Vyas Bhavan, Indira
Circle, JawaharLal Nehru Marg, Jaipur – 302 004
7. Completion period of work : Six **(6)** Months

SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:

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

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

The drawing may be seen in office of the undersigned.

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

SCHEDULE - D: TEST OF THE MATERIALS:

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

SCHEDULE – E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

The work should start within _____ 7 _____ days of issue of work order and complete within times limits.

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

SCHEDULE – H: SPECIAL CONDITION: Attached Separately.

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

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.

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

SCHEDULE – J: COST OF BID DOCUMENTS & EARNEST MONEY, AS ABOVE DESCRIBED.

Signature of the Contractor
With full Address

EXECUTIVE ENGINEER-7
JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE 'H'

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

16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes and royalty.
18. For paviour work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable
25. The tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
28. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
29. 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 in 7 days period he has to deposit difference amount in the form of B.G./FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/actual date of completion. In case of non deposition of the same in specified period, the 2% Bid security will be forfeited. In case work is not completed satisfactory, the work performance security will be forfeited along with Bid security.

Signature of Contractor
with full address & Mobile No.

Executive Engineer –7
JDA, Jaipur.

ANNEXURE 'I' : 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, widening, strengthening, up-gradation and renewal works
- 1.4 The word “Maintenance of Road Works during Defect Liability Period” means
- (i) Routine maintenance of Road Works,
 - (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the Road Surface with good riding quality and
 - (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after three years.
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

1.7 The routine maintenance activities and their periodicity

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and 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 & a 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 :-

S.No.

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.

**Executive Engineer –7
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.
4. The agency shall deploy Engineers and Technical staff, as required at plant and site. In case of failure, JDA shall engage and deduct the actual salaries from payment due.
5. In case some agency stands L1 in more 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 works.
6. III party supervision of QC shall be followed in the works.
7. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
8. Agency to take levels of road jointly with Engineer In Charge before execution the work at his own cost and get the final levels approved from Engineer In Charge before execution.
9. Agency shall video graph and photograph the road before, during process and after renewal at his own cost. The during process photographs showing machinery, testing etc. shall be part of bills.

**Executive Engineer-7
JDA, Jaipur**

**Signature of contractor
With Full Address**

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

Any person participating in a procurement process shall –

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

Conflict of Interest:-

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

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

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

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

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

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 JDA, Jaipur.

The designation and address of the Second Appellate Authority is Additional Chief Secretary, UDH, Jaipur

(1) Filing an appeal

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

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

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

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

4) Appeal not to lie in certain cases

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

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

5) Form of Appeal

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

6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

FORM No. 1

[See Rule 83]

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

Appeal No. of
.....

Before the (First/Second Appellate Authority)

1. Particulars of appellant :

(i) Name of the appellant :

(ii) Official address, if any :

(iii) Residential address :

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

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

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

6. Grounds of appeal :

(Supported by an affidavit)

7. Prayer :

Place

Date

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

- I. Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- II. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected ; and
- III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

- I. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- II. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- III. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR POTENTIAL ASSESSMENT OF CONTRACTORS

Name of Work : Renewal of Queens road in Zone-7, JDA Jaipur

Special conditions of contract for **POTENTIAL ASSESSMENT** as detailed here under, shall be applicable in addition to all other terms and condition already prescribed under standard agreement forms/rules and regulations to contract.

1. Procedure:

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

(a) Bid documents shall be submitted on line e-procurement website <http://www.eproc.rajasthan.gov.in> with their digital Signature. The Bid is to be submitted in 2 Covers which shall comprise of –

Cover-1 Scanned Bid Cost Fees, Earnest Money deposit fees and e-procurement processing fees and VAT clearance certificate (valid up to Six Months back from the opening the Technical Bid) and copy of registration of contractor. Complete Bid Document along with addendums/ amendments issued and uploaded by the Department on the above website, Bid form and schedules for Potential Assessment Bid and scanned copies of supporting Documents as required for qualification as detailed herein after.

Cover-2 Financial offer (BOQ).

(b) The technical bid will be opened online 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.

(c) The Technical Bid would be opened online on the date 28-03-2016 at 3:30 PM.

(d) The Financial Bid would be opened only of those bidders who fulfill all the **Potential Assessment** criteria

Note :-

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

2. Criteria:

Criteria for Potential Assessment would be as follows:-

(a) The bidder should have executed following quantities of work in any one financial year of the last five financial years. However the bidder may opt current year in the said financial assessment period.

(b)

S. No.	Item	Quantity
1	DBM/BC/SDBC/BM etc. by Paver	4161.58 MT
2	Reinforcement for RCC work	25245.60 KG
3	Controlled C.C./RMC	268.00 Cum

Note:-

- (i) **The Bidder should enclose the certificate having quantities Financial year wise other wise the certificate will not be considered.**
 - (ii) **Quantities of all the items mentioned in criteria 2 (a) should be executed in one financial year.**
 - (iii) **Certificate issued by Govt. of India, State Govts., Union Territory, Govt. Undertakings, Autonomous Bodies shall only be considered.**
- (c) The bidder should have completed at least one similar nature of work in last Five financial year (including current year, if opted by the bidder) of value not less than 33.33% (**Rs.199.31 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.**
- (d) The bidder should have achieved an annual financial turnover of at least 33.33% (**Rs.199.31 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.**
- (e) **The bidder should give Affidavit to deploy the machinery and equipment as specified in Schedule – III, for the execution of this work.**
- (f) **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 next Six months

Note:-

- (i) **Certificate from Chartered Accountant should be enclosed by bidder clearly indicated maximum value of Civil Engineering Work in one Financial Year.**
- (g) **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 year 2015-16	1.00
(b)	For year 2014-15	1.00
(c)	For year 2013-14	1.10
(d)	For year 2012-13	1.21
(e)	For year 2011-12	1.33
(f)	For year 2010-11	1.46

3. Documentation :

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

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

4. Important:

- (a) The bidder must ensure that all the information required in the Documents is furnished by him complete in all respects. He would not be allowed to withdraw any document, or to rectify any information furnished therein, after submitting the bid.
- (c) 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 contractor in required category it would be liable for rejection
- (ii) Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection.
- (iii) If all the copies enclosed in support and affidavit is not duly attested by notary public/gazetted officer then bid of the bidder is to be rejected.

EXECUTIVE ENGINEER (ZONE-7)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

FINANCIAL RESOURCES AND CAPABILITY

[Reference clause 3 (a)]

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

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

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

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

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

Signature of Bidder

Date :

(With Seal wherever applicable)

SCHEDULE - II

[Reference Clause 3(b)]

DETAILS OF QUANTITIES OF WORKS EXECUTED DURING LAST FIVE FINANCIAL YEARS

S. No.	Name of Works (with agreement No. & Date)	Client	Place (district / state)	Financial Year	Principal Items of work		
					DBM/BC/SDBC/BM etc. by Paver	Reinforcement for RCC work	Controlled C.C./RMC

Signature of Bidder

Note: Certificates from concerned Engineers-in-charge should be enclosed in support and verification of the above statement.

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

Schedule – III

[Reference Clause 3(d)]

AFFIDAVIT

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

S. No.	Name of Machinery	Minimum Requirement	Availability Owned/ Leased		Total
1	Smooth wheel roller(Owned/Leased)	3 No.			
2	Truck/Tipper(Owned/Leased)	10 No.			
3	Bitumen Boiler with sprayer(Owned/Leased)	2 No.			
4	100-120 TPH batch mix plant(Owned/Leased)	1 No.			
5	Paver Finisher with sensor control(Owned/Leased)	1 No.			
6	Vibratory Roller(Owned/Leased)	1 No.			
7	PTR Roller (Owned/Leased)	1 No.			
8	Plate/Niddle Vibrator (Owned/Leased)	4 No.			
9	C.C. Mixer Machine (Owned/Leased)	2 No.			

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

Date:

Signature of Bidder
(With seal)

SCHEDULE - IV

[Reference Clause 3(e)]

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

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

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

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 Six Month	_____ Lacs	Certified details enclosed at Page No. _____

Bid Capacity = $A \times N \times 3 - B$
= _____ Lacs

Signature of Bidder

SCHEDULE – VIII

[Reference Clause 3(i)]

INFORMATION REGARDING TECHNICAL STAFF ON PAYROLL OF THE CONTRACTOR SINCE LAST ONE YEAR

Name of bidder : -

S. No.	Name	Designation	Technical Qualification	Month and year of Joining The contractor

Signature of Bidder

ANNEXURE- I

[Reference Clause 3(i)]

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

AFFIDAVIT

I/We..... Proprietor/Partner/Authorized
signatory of M/s under take the oath that the
information furnished by me/us in schedule I to VII of the assessment Bid for “**Renewal of
Queens road in Zone-7, JDA Jaipur**” is correct to the best of my/our knowledge. If any
information is found to be incorrect JDA has right to reject the Bid and to take action against
me/us as per rules.

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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Envelope -II

FINANCIAL BID **(POTENTIAL ASSESSMENT)**

FOR

**“RENEWAL OF QUEENS ROAD IN ZONE-7,
JDA JAIPUR”**

Period Date of Sale	From 10-02-2016 to 18-03-2016
Date of receipt of the Bid	10-02-2016 to 18-03-2016 upto 6.00 PM
Date of opening of Technical bid	On 28-03-2016 at 03:30 PM (In the Chamber of S.E.-II, JDA, Jaipur) (CCC Building, JDA Jaipur)
Cost of Bidding document	Rs. 1000.00
RISL Processing Fee	Rs, 1000.00
Earnest Money	Rs. 11,96,000.00 (for Contractor not enlisted in JDA) Rs. 2,99,000.00 (for Contractor enlisted in JDA) (In favor of Secretary JDA by online on JDA portal)
Completion Period	6 (Six) months

NAME OF AGENCY -----

**EXECUTIVE ENGINEER-7
JDA, JAIPUR**

JAIPUR DEVELOPMENT AUTHORITY

Room No. N-108, 2nd Floor (Bank Building) Ram Kishore Vyas Bhavan,
Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004

No. JDA/EE-07/2016/D- 563

Dated: 29-01-16

NOTICE INVITING BID

NIB No. : 19/2015-16

Name & Address of the Procuring Entity	Name: Ex. Eng.-7, Jaipur Development Authority Address: Room No. N-108, 2 nd Floor (Bank Building) Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004
Subject Matter of Procurement	Renewal of Queens road in Zone-7, JDA Jaipur
Period of work	06 Months
Bid Procedure	Two Bid-stage tender (open competitive) e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Lowest (L1 –eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jaipurjda.org
Website for online Bid application and payment *	Website: www.jaipurjda.org For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. Bidding document fee: Rs. 1000/- (Rupees One Thousand only) RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) Requisite Bid Security Deposit (Rs. 11,96,000/- for Contractor not enlisted in JDA) (Rs. 2,99,000/- for Contractor enlisted in JDA)
Estimated Procurement Cost	598.00 Lacs (Five Crore Ninety Eight Lacs only)
Bid Security Deposit	Amount (INR) : 2% (Rs. 11,96,000/-) (For contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (2,99,000/-) (For Bidder registered as contractor in JDA) , 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction
Pre-Bid	N/A
Start/ End Date for Bid Applying, Online Payment and Bid Submission	Start Date: 10-02-2016 at 09:30 AM onwards End Date: 18-03-2016 at 06:00 PM
**Date/ Time/ Place of Technical Bid Opening	28-03-2016 at 03:30PM In the chamber of Superintending Engineer-II, JDA Jaipur, CCC Building, 1 st Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004
Bid Validity	120 days from the bid submission deadline
<p>*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.</p> <p>** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date.</p>	

Note:

11. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
12. 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.
13. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
14. 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.
15. Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-Tendering process.
16. Training for the bidders on the usage of e-Tendering System (e-Procurement) 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
17. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
18. 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.
19. 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.
20. 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.

Executive Engineer-7
JDA, Jaipur

Process for Participation & Depositing Payment Online

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

To participate in the bid, bidder has to be:

3. 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.

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

Methods for depositing on line amount

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

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

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

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

Bidder has to submitted as proof of deposited amount against the Bid on e-Procurement-Portal

Jaipur Development Authority, Jaipur Bid Participation Receipt			
			Date & Time
Bid Detail :			
Bid ID :		Procurement Entity :	
Bid Title :		Bid opening Place :	
Bid Value :			
Bidder Detail			
Name of Entity :		Mobile No.	
Registration Type :		Instrument Amount :	
Payment Mode :		Payment Channel :	
Instrument No. :		Instrument Date :	
Dates Detail			
Sr. No.	Event Name	Event Date	
1	Publishing Date		
2	Bid Opening Date		
Specific Instrument for E-Proc Rajasthan			
Instrument Type			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail : Jaipur Development Authority, Jaipur		Challan Number :	

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of Work: **Renewal of Queens road in Zone-7, JDA Jaipur**

- | | | |
|--|---|--|
| 8. NIT No. | : | 19/2015-16 |
| 9. Approximate cost | : | Rs. 598.00 Lacs |
| 10. Cost of the Bid Document online | : | Rs. 1000.00 (In favour of Secretary, JDA, Jaipur.)
Rs. 1000.00 (In favour of M.D. R.I.S.L., Jaipur.) |
| 11. Earnest Money online | : | (Rs. 11,96,000/- (For Contractor not enlisted in JDA)
(Rs. 2,99,000/- (For Contractor enlisted in JDA) |
| 12. Download of tender document | : | 10-02-2016 to 18-03-2016 up to 6.00 PM |
| 13. Date & Time of opening of
Technical Bid | : | 28-03-2016 at 3.30 PM In the chamber of
Superintending Engineer-II, JDA Jaipur, CCC
Building, 1 st Floor, Ram Kishore Vyas Bhavan, Indira
Circle, JawaharLal Nehru Marg, Jaipur – 302 004 |
| 14. Completion period of work | : | Six (6) Months |

SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:

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

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

The drawing may be seen in office of the undersigned.

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

SCHEDULE - D: TEST OF THE MATERIALS:

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

SCHEDULE – E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

The work should start within _____ 7 _____ days of issue of work order and complete within times limits.

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

SCHEDULE – H: SPECIAL CONDITION: Attached Separately.

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

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.

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

SCHEDULE – J: COST OF BID DOCUMENTS & EARNEST MONEY, AS ABOVE DESCRIBED.

Signature of the Contractor

With full Address

EXECUTIVE ENGINEER-7

JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE 'H'

30. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level/cost.
31. 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.
32. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
33. The JDA shall have right to cause an audit technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
34. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
35. Whenever any claim against the contractor for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time their contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
36. The rate quoted by the contractor shall remain valid for a period of 4 (four) months from the date of opening of the tender.
37. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
38. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
39. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
40. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended period or makes modifications in the rates, terms and conditions of the tender within the said period, which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he will stand debarred from participating in tendering in JDA for six months in addition to forfeiture of Earnest Money/Security Deposit/Performance Guarantee and other action under agreement.
41. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tar boiler, sprayer etc.
42. The contractor shall arrange his own storage tanks upto 10 Tones capacity for storage of bulk bitumen wherever supplied by the department.
43. Rules regarding enlistment of contractors provide that work up to the time five times limit for which they are qualified for tendering can be allotted to them Therefore, before tendering the contractor will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
44. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.

45. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
46. The rates provided in tender documents are inclusive of all Taxes and royalty.
47. For paviour work at least 3 road rollers shall be simultaneously deployed.
48. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
49. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
50. Undersigned has full right to reject any or all tenders without given any reasons.
51. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
52. 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."
53. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable
54. The tenderer are required to submit copy of their enlistment as contractor.
55. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
56. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
57. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
58. 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 in 7 days period he has to deposit difference amount in the form of B.G./FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/actual date of completion. In case of non deposition of the same in specified period, the 2% Bid security will be forfeited. In case work is not completed satisfactory, the work performance security will be forfeited along with Bid security.

**Signature of Contractor
with full address & Mobile No.**

**Executive Engineer –7
JDA, Jaipur.**

ANNEXURE 'I' : 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, widening, strengthening, up-gradation and renewal works
- 1.4 The word “Maintenance of Road Works during Defect Liability Period” means
- (iv) Routine maintenance of Road Works,
 - (v) 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
 - (vi) 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 & a 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 :-

S.No.

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.

**Executive Engineer –7
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.
4. The agency shall deploy Engineers and Technical staff, as required at plant and site. In case of failure, JDA shall engage and deduct the actual salaries from payment due.
5. In case some agency stands L1 in more then one work and the rate is considered to be reasonable then while computing the bid capacity the value of work (choice of work will be given by agency) will be included as liability on the part of agency for the purpose of evaluating bid capacity for the other works.
6. III party supervision of QC shall be followed in the works.
7. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
8. Agency to take levels of road jointly with Engineer In Charge before execution the work at his own cost and get the final levels approved from Engineer In Charge before execution.
9. Agency shall video graph and photograph the road before, during process and after renewal at his own cost. The during process photographs showing machinery, testing etc. shall be part of bills.

**Executive Engineer-7
JDA, Jaipur**

**Signature of contractor
With Full Address**

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

Any person participating in a procurement process shall –

- (i) 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;
- (j) Not misrepresent or omit the misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (k) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (l) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (m) 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;
- (n) Not obstruct any investigation or audit of a procurement process;
- (o) Disclose conflict of interest, if any; and
- (p) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

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

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

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- h. Have controlling partners/shareholders in common ; or
- i. Receive or have received any direct or indirect subsidy from any of them; or
- j. Have the same legal representative for purposes of the Bid; or
- k. 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
- l. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- m. 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
- n. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

6. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
7. 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;
8. 3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
9. 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;
10. 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 JDA, Jaipur.

The designation and address of the Second Appellate Authority is Additional Chief Secretary, UDH, Jaipur

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, 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.

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

4) Appeal not to lie in certain cases

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

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

5) Form of Appeal

- (d) 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.
- (e) 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.
- (f) 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

- (c) 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.
- (d) 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

- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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)

6. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

7. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

8. 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

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

- IV. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- V. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- VI. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of Work: Renewal of Queens Road in zone-7, JDA Jaipur.						
Contract No: NIB NO. EE-07/19/2015_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 relevant 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	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 MoRD Specification Clause 406. By Mechanical Means with 1 km lead.	148.00	Cum	1190.00	Rupees One Thousand One Hundred & Ninety Only	176120.00
2.00	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom as per MoRD Specification Clause 503.	740.00	Sqm	12.00	Rupees Twelve Only	8880.00
3.00	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared dry and hungry bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	59677.00	Sqm	12.00	Rupees Twelve Only	716124.00
4.00	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	60417.00	Sqm	10.00	Rupees Ten Only	604170.00

5.00	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).	6926.38	MT	3025.00	Rupees Three Thousand & Twenty Five Only	20952293.45
6.00	Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT & H Specifications Clause 509 complete in all respects.for Grading-II (13 mm nominal size) Bitumen (VG-30).	5558.38	MT	3260.00	Rupees Three Thousand Two Hundred & Sixty Only	18120318.80
7.00	Providing and fixing reinforced concrete precast kerb stone or dand R.Mtr of M-20 grade cement concrete 120 cm long having 4 Nos. bars of 8 mm dia hysd and stirrups 6 Nos of 6 mm dia as per IS with in built provision of interlocking of jointing and lifting compaction of reinforced concrete by mechanical and table vibrators jointing at site with cement mortar 1:4 complete in all respect as directed by Engineer incharge on: 100 mm thick cement concrete 1:4:8 (1 Cement : 4 Coarse sand : 8 stone aggregate 20 mm thick nominal size) including excavation of earth and cutting of BT road cutting of WBM road etc. and disposal of surplus material with all lead and lift. The size of kerb shall be $(11.5+16.5)/2*30+(16.5*7.5)$.	5000.00	Rmt.	617.00	Rupees Six Hundred & Seventeen Only	3085000.00
8.00	Dismantling Kerb Stones by manual means and disposal of dismantled material with all lifts and upto a lead of 1000 m as per MoRD Specification Clause 202.	5000.00	Rmt.	6.00	Rupees Six Only	30000.00

9.00	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.	2412.50	Sqm	485.00	Rupees Four Hundred & Eighty Five Only	1170062.50
10.00	Supply of Swiss Type Bollard made out of 1.25 mm thick M.S. sheet, total height 135 cm, the lower portion is made in tapered circular section having upper dia 15 cm and lower dia 20 cm with attachment of one mandatory plate 7 mm thick M fixed with the help of 7 cm long, 30mm dia chrome plated M.S. tube this part is fixed on the body with another attachment of a cap 30x7 cm. whole body is processed in black stoving enamel and mandatory plate in Azure blue, with one compulsory keep left arrow with 10mm border reflective strip each of 7.5 cm on body complete in all respect.	14.00	Nos.	1835.00	Rupees One Thousand Eight Hundred & Thirty Five Only	25690.00
11.00	Supply of Swiss type of Hazard marker, made out of 2 mm thick M.S. sheet size of box is 15x15 cm with hold fast at bottom, the body is painted in orange stoving enamel paint with white/high intensity grade micro-prismatic type sheeting, on all four side.	500.00	Nos.	875.00	Rupees Eight Hundred & Seventy Five Only	437500.00
12.00	Supplying of Cat's Eye made of aluminium alloy size 75x100x22 mm having 21 biconvex lenses embedded in circular disk of ABS plastic on each side.	2402.00	Nos.	200.00	Rupees Two Hundred Only	480400.00
13.00	Interlocking Concrete Block Pavement with M-30 Grade 0.30 Mtr x 0.30 Mtr x 0.15 Mtr Edge Blocks (measurements shall be made inner to inner side of edge blocks). Providing and Laying of Interlocking M-30 grade Concrete Block Pavements having thickness 100 mm as per drawings and MoRD Specification Clause 1504 with M-30 Grade 0.30 Mtr x 0.30 Mtr x 0.15 Mtr Edge Blocks. Category 'B' : Dentated only two side like I,Z,T shape as per IRC:SP:63-2004.	2880.00	Sqm	975.00	Rupees Nine Hundred & Seventy Five Only	2808000.00
14.00	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M20 grade Nominal Mix 1: 1.5: 3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20mm nominal size).	9.07	Cum	3607.00	Rupees Three Thousand Six Hundred & Seven Only	32722.70

15.00	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 MoRD Specification Clause 502.	740.00	Sqm	35.00	Rupees Thirty Five Only	25900.00
16.00	Centering & shuttering with plywood or steel sheets including strutting, propping bracing both ways with steel props and removal of formwork for upto floor five level for : Suspended floors, roofs, landings, staircases, balconies, girders, cantilevers, bands, coping bed plates, anchor blocks, sills, chhajjas, lintel, beam, plinth beam etc.	3840.00	Sqm	236.00	Rupees Two Hundred & Thirty Six Only	906240.00
17.00	Providing and fabricating reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding (including cost of binding wire) all complete up to floor five level. Thermo-mechanically Treated bars (Conforming of relevant IS code).	75736.80	KG	69.00	Rupees Sixty Nine Only	5225839.20
18.00	Providing and fixing steel gate, grating , and grills made of angles, tees, square bars, flats, or black pipe with holdfast and fittings complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide.	16000.00	KG	74.00	Rupees Seventy Four Only	1184000.00
19.00	Scarifying old bituminous road by making 50x50mm furrows criss-cross at 1.0 metre intervals at 45 degree to the center line of the carriageway.	1470.00	10 Sqm	15.00	Rupees Fifteen Only	2205.00
20.00	Providing and laying in position Ready mix concrete manufactured in fully automatic Batching Plant and transported to site in transit mixer for having continuous agitated mixer, manufactured as per approved mix design of specified grade of RCC work including pumping of R.M.C. from transit mixer to site of laying , exculding the cost of centering, shuttering and reinforcement with all lead and lift including cost of admixtures in recommended portion as per IS 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer in charge . All works upto floor V floor. M20 grade Design Mix by using min 400 Kg of cement per cum of concrete.	804.00	Cum	4336.00	Rupees Four Thousand Three Hundred & Thirty Six Only	3486144.00

21.00	Painting Two Coats on New Concrete Surfaces Painting two coats including primer coat after filling the surface with synthetic enamel paint in all shades on new, plastered / concrete surfaces as per drawing and MoRD Specification Clause 1701.	1660.00	Sqm	58.00	Rupees Fifty Eight Only	96280.00
22.00	Providing and fixing of precast concrete interlocking blocks of M 30 grade 60mm thick manufactured from fully computerised automatic stationery hydraulic vibropressed machine and fully computerised automatic batching plant of class A1/A2 as per BS 6717:2001. The CC interlocking paving blocks be laid on average 50mm. thick bed of coarse sand and the joint is to be filled with fine sand. Laying procedure on compacted sub-base as defined. Complete job is to be executed as per the instruction of Engineer incharge. The rates to be inclusive of all lead, Lifts and taxes. General specification of blocks: 1) Shape as defined by Engineer incharge 2) Tensile splitting strength and braking load as per BS 6717:2001 3) Color: Grey cement natural colour 4) Variation in dimension: Less than 1.6mm. 5) Variation in thickness: Less than 3.2mm 6) Abrasion: As per BS: 6717:2001	168.00	Sqm	375.00	Rupees Three Hundred & Seventy Five Only	63000.00
23.00	Dismantling Stone Masonry as per MoRD Specification Clause 202. Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of stone masonry, including disposal of unserviceable material and stacking the serviceable material with all lift and lead of 1000 m as per MoRD Specification Clause 202. Rubble Stone Masonry in Cement Mortar.	1080.00	Cum	135.00	Rupees One Hundred & Thirty Five Only	145800.00
Total Estimated Cost in Figures						59782689.65
Quoted Amount					59782689.65	59782690.00
Quoted Rate in Words		Rupees Five Crore Ninety Seven Lakh Eighty Two Thousand Six Hundred & Ninety Only				