

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID
(POST QUALIFICATION)

FOR

NAME OF WORK:- CONSTRUCTION SERVICE ROAD AND DRAINAGE WORK, FOR PROPOSED SIX LANE ROB IN LIEU OF LC-70, SITAPURA ON JP-SWM RAILWAY LINE, JAIPUR.

Period of Download : 16.02.2016 to 02.03.2016 upto 6.00 PM

Period of Upload : 16.02.2016 to 02.03.2016 upto 6.00 PM

Date of opening of technical bid : 08.03.2016 at 11.30 AM

CCC-TF-309, CCC Building, Ram Kishore Vyas
Bhavan, Indira Circle, JawaharLal Nehru Marg,
Jaipur-302004 (Rajasthan)

Cost of tender : 1250.00 Lacs.

Completion period : 12 Months

Executive Engineer-ROB/RUB-II
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

**Name of Work:- Construction Service Road and Drainage Work, for proposed
Six Lane ROB in Lieu of LC-70, Sitapura on JP-SWM Railway
Line, Jaipur.**

- | | |
|---|--|
| 1. NIB No. | : EE-ROB/RUB-II/06/2015-16 |
| 2. Approximate cost | : Rs. 1250.00 Lacs |
| 3. Cost of the bid document | : Rs 1000/- Through online payment only. |
| 4. Bid Processing fees | : Rs. 1000/- Through online payment only. |
| 5. Bid Security (In favour of Secretary,
JDA, Jaipur.) | : @2% (Rs. 25.00 Lacs) (For AA class contractor registered
in other department) of Estimated Procurement Cost,

or
@0.5% (Rs. 6.25 Lacs) (For AA class Contractor
registered in JDA) for Bidder registered as contractor in
JDA. |

Mode of Bid Security Deposit

- The bidder has a choice for depositing the Bid Security either 100% through "On Line Payment" mode or 100% in the form of Bank Guarantee from any nationalized / Scheduled Bank, valid up to period of 6 (six) months from the date, or extended date of opening of bid, whichever is later.
- 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.
- The BG should be in standard format attached at annexure-3, which should be encashable at respective branch of the bank in the Jaipur City.
- The bidder has to submit the original BG physically on or before due date of closing of bid (i.e 02.03.2016) up to 5.00PM to D.D. E&B, in Room No. 225A, Second Floor, Main Building , JDA Campus, JLN Marg, Jaipur, failing which bid will be rejected.
- In case BG is submitted by post or courier JDA will not own responsibility of delay or lost of instrument and in such a case the bid will be rejected.
- The bidders should also note that the tender fee Rs. 1000/- and RSL fee Rs. 1000/- will be accepted through "on-line payment" mode only.

- | | | |
|---|---|--|
| 6. Sale of bid document Online | : | 16.02.2016 to 02.03.2016 up to 6.00 PM |
| 7. Date & Time of receiving tender Online | : | 16.02.2016 to 02.03.2016 up to 6.00 PM |
| 8. Date of submission of Bid
Cost, Process Cost & Bid Security | : | 02.03.2016 upto 6.00 PM, The bidder has to submit the original BG physically on or before due date of closing of bid (i.e 02.03.2016) up to 5.00PM to D.D. E&B, in Room No. 225A, Second Floor, Main Building, JDA Campus, JLN Marg, Jaipur, failing which bid will be rejected. |
| 9. Date of opening of Tender | : | 08.03.2016 at 1.00 PM
CCC-TF-309, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) |
| 10. Completion period of work | : | 12 Months |

SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

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

SCHEDULE - B: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:

The drawing may be seen in office of the undersigned.

SCHEDULE - C: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:

List of the drawing to be supplied by the bidder NIL. But the bidder shall have to arrange at his own cost drawings required for the work after deposition necessary cost with JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

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

SCHEDULE - E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

The work should start within _____ 7 _____ days of issue of work order and complete within time limit.

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

SCHEDULE - H: SPECIAL CONDITION:

Attached Separately.

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

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

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

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

Date of submission of Bid Cost, Process Cost & EMD 02.03.2016 upto 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days

between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

Signature of the Bidder
With full Address

Executive Engineer-ROB/RUB-II,
JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE 'H'

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

18. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
19. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Bidder at his own cost.
20. Undersigned has full right to reject any or all bids without given any reasons.
21. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
22. 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."
23. **Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.**
24. The bidders are required to submit copy of their enlistment as bidder.
25. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
26. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
27. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty of Rs. 5000/- day will be imposed.
28. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
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 14 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated dated of completion/actual date of completion. In case of non deposition of the same in specified period, the 2% Bid security will be forfeited. In case work is not completed satisfactorily, the work performance security will be forfeited along with Bid security."

Signature of Bidder
with full address & Mobile No.

Executive Engineer-ROB/RUB-II
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SPECIAL CONDITION:-

1. The renewed roads shall be under defect liability period of the agency executing the work for 3 years after actual date of completion of work.
2. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
3. The agency shall make available all testing equipment required at plant and site along with technicians.
4. 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 form payment due.
5. In case some agency stands as L1 in more than one work and the rate is considered to be reasonable then while computing the bid capacity the value of work (choice of work will be given by agency) will be included as liability on the part of agency for the purpose of evaluating bid capacity for the other work.
6. Third 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 site staff of the Engineer In Charge before execution of the work at his own cost and get the final levels approved from Engineer In Charge before execution.

**Executive Engineer-ROB/RUB-II
JDA, Jaipur**

**Signature of contractor with
Full address and E-Mail.**

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

Lacs and more

1. ROAD WORKS

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

1.7 The routine maintenance activities and their periodicity

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

2. General

2.1 Inspection of works during Defect Liability Period

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

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

- | | | |
|---|--------------------------------|----------------------------|
| 1 | After completion of one year | 20% of SD Amount |
| 2 | After completion of two year | 20% of SD Amount |
| 3 | After completion of three year | Remaining 60% of SD Amount |

2.2.3 Forfeiture of SD

In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 5 days' time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

2.2.3 Force Majeure

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

Signature of Bidder
with full address :

Executive Engineer-ROB/RUB-II
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY JAIPUR
SPECIAL CONDITIONS OF CONTRACT POST QUALIFICATION OF
CONTRACTORS

**Name of Work:- Construction Service Road and Drainage Work, for proposed
Six Lane ROB in Lieu of LC-70, Sitapura on JP-SWM Railway
Line, Jaipur.**

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

1. Procedure:

Procedure for POST QUALIFICATION would be as follows:

Tender documents shall be submitted on-line e-procurement website <http://www.eproc.rajasthan.gov.in> with their digital signature. The bid is to be submitted in 3 Packets which shall comprise of

Packet-1 Scan copy of on-line receipt of Tender Cost, Bid Security deposit and e-procurement processing fees and VAT Clearance certificate (Valid upto 6 Months back from the opening of Technical bid) and copy of registration of contractor.

Packet-2 Complete tender documents along with addendums/amendments issued and uploaded by the department on the above website tender form and schedules for potential qualification bid and scanned copies of supporting documents as required for qualification as detailed herein after.

- (a) The Technical Bid will be opened only of those bidders whose proper earnest money, VAT Clearance Certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of contractor in required category are found to be in order. The earnest money will be accepted only in form of Online in the name of Secretary, JDA, Jaipur payable at Jaipur.
- (b) The Technical bid Envelope would be opened on the date 08.03.2016 at 11.30 AM CCC-TF-309, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)
- (c) The Financial Bid Envelope would be opened only of those bidders who will fulfill the POST QUALIFICATION criteria.

Note :-

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

Packet-3 Bill of Quantities

2. Criteria:

a) Criteria for POST QUALIFICATION would be as follows:-

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. the current year (2015-16) in the said financial assessment period.

S.No.	Item	Quantity
1	GSB, WBM, WMM	3769.00 CUM
2	DBM, BC, SDBC, BM by paver	5483.00 MT

Note :-

- (i) The Bidder should enclose the certificate having quantities Financial year wise otherwise 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 Govt., Union Territory, Govt. Undertakings, Autonomous Bodies shall only be considered.
- b) The bidder should have completed at least one work of similar nature of work in last three Financial years (including current year, if opted by the bidder) of the value not less than 50% (Rs. 625 Lacs) of the cost of the work (bid cost) updated to present price level)

Note :-

- (i) **The starting & completion date of the work is to be in between above said financial year. If no then maximum work (70%) is to be completed in above said financial year.**
 - (ii) **If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.**
- c). The bidder should have achieved an annual financial turnover of at least 60% (Rs. 750.00 Lacs) of the Estimated cost of work (bid cost) any one of the last three financial year years (including current year, if opted by the bidder).

Note :-

- (i) **The bidder should enclose certificate of Turn Over from Chartered Accountant for last five financial year & audited balance sheet of the year which is considered by the bidder in criteria 2 (c).**
 - (ii) **If current year or last year has been opted by bidder whose balance sheet is not submitted till the submission of bid then certificate from Chartered Accountant should be enclosed.**
- d). The bidder should give Affidavit to deploy the machinery and equipment as specified in Schedule - III for the execution of this work.

- e). Bid Capacity: Bidders who meet the minimum qualification criteria will be qualified only if available bid capacity is equal to or more than the total Bid Value.

The available bid capacity will be calculated as under:

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

Where

- A = Maximum value of civil engineering work executed in any one year during the last 5 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt current year in the five year assessment period
- N = Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 1.0
- B = Value, at present price level of existing commitments and ongoing works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited)

Note:-

- (i) **Certificate from Chartered Accountant should be enclosed by bidder clearly indicated maximum value of Civil Engineering Work in one Financial Year.**
- f). Litigation History: -Bidders should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The max value (updated at the present price level) of Disputed Amount claimed in 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 year's value shall be given weight age of 10% per year as follows :-**

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

3. Documentation:

The bidder should furnish the following document along with the Technical Bid:

- Information regarding financial resources and capability in Schedule -I.
- Information regarding works executed in the last five years in Schedule-II
- Certificates from the concerned Engineer-In-Charge in support and verification of the information furnished in Schedule-II

- (d) Affidavit regarding machinery and equipment required for deployment, as detailed scheduled – III.
- (e) Information regarding details of maximum value of civil engineering works executed in any one year during the last five years taken into account the completed as well as work in progress in schedule – IV.
- (f) Information regarding existing commitment 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 Bid capacity as per schedule VII
- (i) Affidavit as per Annexure I.

4. Important:

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

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 then bid of the bidder is to be rejected.

6. Eligibility

The bid for this contract will be considered only from those bidders (proprietorship firms, partnership firms, Joint Ventures, companies, corporations,) who meet requisite qualification criteria prescribed.

- (i) Bidders shall not have conflict of interest. All bidders to have a conflict of interest in this bid shall be disqualified. Bidders shall be considered to have a conflict of interest if:
 - a. One firm applies for bid both as an individual firm and in a group.
 - b. If bidders in two different applications have controlling shareholders in common.
 - c. Submit more than one application in this bid process.
 - d. If the bidder has participated as a consultant or it has more than 50% stake in consultant engaged in the preparation of the design or technical specification of the works that are subject to this bid.
 - e. A firm which has purchased the bid documents in their name can submit the bid as an individual firm only, no Joint Venture is allowed.
 - f. Bidders must not have been black listed or de registered by any Central/ State Government department or Public Sector Undertaking. Also no work of the bidder must

have been rescinded by client after award of contract during last 10 years. The bidder should submit undertaking on Non Judicial stamp of Rs.10/- to this effect in the Performa of **Annexure 2**.

- (ii) A firm shall submit only one bid either by himself. If a firm submits more than one bid by himself , all the bids in which he has participated shall be considered invalid.
- (iii) All bids submitted shall include the following information.
1. All the bidders shall submit with his bid, general information about the bidder in prescribed Performa of (**Annexure 4, page 1 of 2**) with full details of his ownership and control and, if the bidder is joint venture or consortium , full details of ownership and control of each member thereof (**Annexure 4, page 2 of 2**)
 2. In case the bidder comprises a joint venture or consortium, following requirements shall also be complied with:
 - a. The JV will have to be formed before submission of the bid and total number of JV partners shall not exceed 2 (Two).
 - b. They must designate lead partner duly authorized by all the members who will represent the J.V. Any of the two partners can be a lead partner. The lead partner shall be nominated as being partner-in-charge and this authorization shall be evidenced by submitting power of attorney signed by the legally authorized signatories of all the partners.
 - c. The partner-in- charge (or, the lead partner) shall be authorized to incur liabilities and to receive instructions on the behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the contract (including payment) shall be carried out exclusively through the partner- in- charge.
 - d. The share of one of the two partners shall not be less than 26% and rest of the share shall be held by other partner (For example if share of one partner is 26% then for other partner it will be 74%.) The JDA will only send communication to the lead partner, which will be deemed to have been sent to all the J.V. partners. Similarly, any negotiation and / or agreement with the lead partner shall be deemed to have been concluded with all the J.V. partners. All the members of J.V. shall be bound by the said communication and all acts/ deeds of the lead member.
 - e. Any one of the two partners, alone, should fulfill the Technical Criteria laid down in clause 2a & 2b of Special Conditions. Similarly, any one of the two partners, alone, should fulfill the Financial Criteria laid down in clause 2c of Special Conditions. For rest of the eligibility criteria, qualifications of the two partners may be clubbed together.
 - f. The individual partner of J.V. alone or with other partners cannot participate in the same bid.
 - g. Bid capacity is to be calculated by clubbing turn over and work in hand of all the firms of joint venture.
 - h. Attested copy of the MoU / Agreement/ Power of attorney entered into by the joint venture / consortium members duly notarized, shall be submitted along with the Technical Bid with intended percentage participation nomination of lead member and division of responsibility to clearly define the work of each member etc.
 - i. All the members of the joint venture/ consortium shall be jointly and severally liable for the execution of the Contract.
 - j. In the event of default by any member of the joint venture/ consortium in the execution of his part of the contract, the partner-in-charge will have the authority to assign the work to any other party acceptable to the employer to ensure the execution of the part of contract.

- k. In case J.V. bidder is given the work order, the bidder will submit details of JV bank account to which payment is to be deposited by JDA.
 - l. The experience certificate will be issued as per percentage of the share holders defined in JV agreement of the two partners.
- (iv) To qualify for award of contract, the bidders shall submit a written power of attorney authorizing the signatory (ies) of the bid to commit the bidder or each member of the joint venture/ consortium. In case of foreign members, power of attorney(s) and board resolution confirming authority on the persons issuing the power of attorney for such actions, shall be submitted duly notarized by the notary public in the country of origin and stamped by the Indian Embassy/ High Commission.
- (v) Cancellation, modification or creation of a document such as power of attorney, partnership deed, constitution of firm etc., which may have bearing on the bid / contract, shall be communicated forthwith in writing by the bidder to the Engineer-in-charge or Employer.
- (vi) The bidder should confirm and declare that in the bid submitted that they, or any associate have not engaged in any fraudulent and corrupt practice and that no agent, middleman, or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award of this contract.

**EXECUTIVE ENGINEER-ROB/RUB-II
JDA, JAIPUR.**

SCHEDULE - I
FINANCIAL RESOURCES AND CAPABILITY
(Reference Clause 3 (a))

1.Name of Bidder M/S.

2.Total financial turnover achieved by the bidder in the last five financial years:

	Year	Turnover
(1)	(2014-15)	
(2)	(2013-14)	
(3)	(2012-13)	
(4)	(2011-12)	
(5)	(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 bidder ever been debarred from tendering for Central Government / any 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 Branch/(s) for bidder's Bankers:

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

Date:

Signature of Bidder
With Seal wherever applicable

SCHEDULE - II

[Reference clause 3(b)]

Details of Quantities of work executed during last Five financial years

S. No.	Name of Works (With agreement No. & Date)	Client	Place (district/State)	Financial Year	Principal Items of work	Page No. Where certified copies enclosed
					DBM/BC/SDBC/BM by Paver	

Signature of Bidder

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

To be given on Non-Judicial stamp

Paper of Rs. 10/- only,

SCHEDULE - III

[Reference Clause 3(d)]

AFFIDAVIT

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

S.No.	Name of Machinery	Minimum Requirement	Availability	
			Owned	leased
1	Fully Automatic computerized batch mix plant 100-120 TPH (Owned/lease)	1 No.		
2	Vibratory Roller / Tandem Roller (Owned/lease)	2 No.		
3	Two lane wide sensor paver (Owned/lease)	1 No.		
4	Static Roller (Owned/lease)	2 No.		
5	Pneumatic Tyre Roller (Owned/lease)	1 No.		

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

Date:

Signature of Bidder
(With seal)

SCHEDULE - IV

Reference Clause 3 (e)

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

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

Signature of Bidder

SCHEDULE - V

[Reference Clause 3(F)]

DETAILS OF EXISTING COMMITMENTS & ONGOING WORKS TO BE COMPLETED

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

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 i.e. 12 months.	1.0	
3.	B = Value, at present price level of existing Commitments and on going works to be Completed during the next 12 months.	_____ Lacs	Certified details enclosed at Page No. _____

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

Signature of Bidder

(Reference clause 3 (i))
To be given on Non-Judicial stamp
Paper of Rs. 10/- only

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" **Construction Service Road and Drainage Work, for proposed Six Lane ROB in
Lieu of LC-70, Sitapura on JP-SWM Railway Line, 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
.....

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name:-.....

Designation:-.....

Address:-

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **EC**

The designation and address of the Second Appellate Authority is **ACS UDH**

(1) Filing an appeal:-

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued 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) Appeals not to lie in certain cases:-

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

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

(5) Form of Appeals:-

(a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing Appeal:-

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned.

(7) Procedure for disposal of Appeal:-

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

FORM No. 1
[see rule 83]

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

Appeal No..... of Before the
..... (First/Second Appellate authority)

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

Place :.....

Date :

Appellant's Signature

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

UNDERTAKING FOR NOT BLACKLISTED

(On a Non Judicial Stamp of Rs 10/-)

We do hereby undertake that we have not been Blacklisted or Deregistered by any Central/ State Government or Public Sector Undertaking, Autonomous Bodies etc., and also that none of our work has rescinded by the client after award of contract during last 10 years.

Stamp and Signature of Authorized Signatory

Note:

1. The undertaking shall be signed by authorized signatory of the bidder.

Form of (Bank Guarantee) -En cashable at branch of the bank in Jaipur City.

To
Secretary,
Jaipur Development Authority,
Jaipur

Sub:

Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of _____ [Name of the Bidder] against the Bid Security for Bid for CONSTRUCTION SERVICE ROAD AND DRAINAGE WORK, FOR PROPOSED SIX LANE ROB IN LIEU OF LC-70, SITAPURA ON JP-SWM RAILWAY LINE, JAIPUR.

WHEREAS, _____ [name of Bidder with address] (**hereinafter called "the Bidder"**) has submitted his Bid dated for CONSTRUCTION SERVICE ROAD AND DRAINAGE WORK, FOR PROPOSED SIX LANE ROB IN LIEU OF LC-70, SITAPURA ON JP-SWM RAILWAY LINE, JAIPUR. (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we _____
_____ (Name of Bank) of having our registered office at _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto Secretary, Jaipur Development Authority. (Hereinafter called "the Employer") in the sum of Rupees _____ [**Amount of Security in figures**] _____ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

That on demand of JDA , this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20____.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **ISFC code No ICIC0006754. Bank Account No. 675401700518** on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]

GENERAL INFORMATION OF TENDERER

ANNEXURE 4

page 1 of 2

Refer clause 6(iv,1) of Special Conditions of Contract for Pre qualification of contractors.

A. BIDDER INFORMATION SHEET		
BIDDER s Legal Name	Sole Proprietorship Firm/Partnership Firm /Private Limited Company/Public Limited Company/ Joint Venture/Consortium	
In case of single entity, ownership & control of the Tenderer		
In case of JV/Consortium, Legal name of each partner with percentage participation (also Provide information of each member in separate sheet (page 2 of 2)	Legal Name of JV/Consortium member	% participation
Lead member of JV/Consortium,		
Bidder's actual or intended country of constitution		
Bidder's legal address, telephone numbers, fax numbers, e-mail address.		
Bidder's authorized representative or person-in-charge in case of JV/Consortium, (name, designation address)		

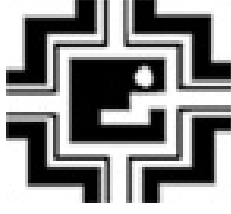
SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF BIDDER

B. JV/CONSORTIUM MEMBER INFORMATION	
JV/Consortium Member of Legal Name	
Legal status of the JV/Consortium Member	Sole Proprietorship Firm/Partnership Firm /Private Limited Company/Public Limited Company
Ownership & control of the JV/Consortium Member	
JV/Consortium Member country of constitution	
JV/Consortium Member of legal address, telephone numbers, fax numbers, e-mail address)	
JV/Consortium Member's authorized representative (name, designation address)	

ATTACH ATTESTED COPIES OF FOLLOWING ORIGINAL DOCUMENTS

- Document in support of legal status and ownership & control of the bidder or each member in case of JV/Consortium (undertaking for sole proprietorship/ partnership deed/ Memorandum & Articles of Association)
- In case JV/Consortium, submit MoU/Agreement (duly notarized) entered into by the joint venture/consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.
- Authorization/POA in favour of authorized representative of tenderer to represent the bidder and also in favour of authorized representative of each member in case of JV/Consortium

SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF BIDDER



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

FINANCIAL BID
(POST QUALIFICATION)

FOR

NAME OF WORK:- CONSTRUCTION SERVICE ROAD AND DRAINAGE WORK, FOR PROPOSED SIX LANE ROB IN LIEU OF LC-70, SITAPURA ON JP-SWM RAILWAY LINE, JDA-JAIPUR.

Period of Download	: 16.02.2016 to 02.03.2016 upto 6.00 PM
Period of Upload	: 16.02.2016 to 02.03.2016 upto 6.00 PM
Date of opening of technical bid	: 08.03.2016 at 11:30 AM
	CCC-TF-309, CCC Building Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302 004 (Rajasthan)
Cost of tender	: 1250.00 Lacs
Completion period	: 12 Months
Name of Agency M/s	: -----

EXECUTIVE ENGINEER-ROB/RUB-II
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

**Name of Work:- Construction Service Road and Drainage Work, for proposed
Six Lane ROB in Lieu of LC-70, Sitapura on JP-SWM Railway
Line, Jaipur.**

- | | | |
|---|---|---|
| 1. NIB No. | : | EE-ROB/RUB-II/06/2015-16 |
| 2. Approximate cost | : | Rs. 1250.00 Lacs |
| 3. Cost of the bid document | : | Rs 1000/- Through online payment only. |
| 4. Bid Processing fees | : | Rs. 1000/- Through online payment only. |
| 5. Bid Security (In favour of Secretary,
JDA, Jaipur.) | : | @2% (Rs. 25.00 Lacs) (For AA class contractor registered
in other department) of Estimated Procurement Cost, |

or

@0.5% (Rs. 6.25 Lacs) (For AA class Contractor
registered in JDA) for Bidder registered as contractor in
JDA.

Mode of Bid Security Deposit

- The bidder has a choice for depositing the Bid Security either 100% through "On Line Payment" mode or 100% in the form of Bank Guarantee from any nationalized / Scheduled Bank, valid up to period of 6 (six) months from the date, or extended date of opening of bid, whichever is later.
 - 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.
 - The BG should be in standard format attached at annexure-3, which should be en cashable at respective branch of the bank in the Jaipur City.
 - The bidder has to submit the original BG physically on or before due date of closing of bid (i.e 02.03.2016) up to 5.00PM to D.D. E&B, in Room No. 225A, Second Floor, Main Building , JDA Campus, JLN Marg, Jaipur, failing which bid will be rejected.
 - In case BG is submitted by post or courier JDA will not own responsibility of delay or lost of instrument and in such a case the bid will be rejected.
 - The bidders should also note that the tender fee Rs. 1000/- and RSL fee Rs. 1000/- will be accepted through "on-line payment" mode only.
- | | | |
|--------------------------------|---|--|
| 6. Sale of bid document Online | : | 16.02.2016 to 02.03.2016 up to 6.00 PM |
|--------------------------------|---|--|

7. Date & Time of receiving tender Online : 16.02.2016 to 02.03.2016 up to 6.00 PM
8. Date of submission of Bid : 02.03.2016 upto 6.00 PM, The bidder has to submit the original BG physically on or before due date of closing of bid (i.e 02.03.2016) up to 5.00PM to D.D. E&B, in Room No. 225A, Second Floor, Main Building , JDA Campus, JLN Marg, Jaipur, failing which bid will be rejected.
- Cost, Process Cost & Bid Security
9. Date of opening of Tender : 08.03.2016 at 1.00 PM
CCC-TF-309, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)
10. Completion period of work : 12 Months

SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

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

SCHEDULE - B: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:

The drawing may be seen in office of the undersigned.

SCHEDULE - C: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:

List of the drawing to be supplied by the bidder NIL. But the bidder shall have to arrange at his own cost drawings required for the work after deposition necessary cost with JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

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

SCHEDULE - E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

The work should start within _____ 7 _____ days of issue of work order and complete within time limit.

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

SCHEDULE - H: SPECIAL CONDITION:

Attached Separately.

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

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

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

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

Date of submission of Bid Cost, Process Cost & EMD 02.03.2016 upto 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

**Signature of the Bidder
With full Address**

**Executive Engineer-ROB/RUB-II,
JDA, Jaipur.**

SPECIAL CONDITIONS

SCHEDULE 'H'

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

15. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
16. The rates provided in bid documents are inclusive of all Taxes royalty.
17. For paver work at least 3 road rollers shall be simultaneously deployed.
18. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
19. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Bidder at his own cost.
20. Undersigned has full right to reject any or all bids without given any reasons.
21. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
22. 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."
- 23. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.**
24. The bidders are required to submit copy of their enlistment as bidder.
25. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
26. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
27. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty of Rs. 5000/- day will be imposed.
28. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
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 14 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated dated of completion/actual date of completion. In case of non deposition of the same in specified period, the 2% Bid security will be forfeited. In case work is not completed satisfactorily, the work performance security will be forfeited along with Bid security."

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

**Executive Engineer-ROB/RUB-II
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SPECIAL CONDITION:-

- a. 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.
- b. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
- c. The agency shall make available all testing equipment required at plant and site along with technicians.
- d. 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 form payment due.
- e. In case some agency stands as L1 in more than one work and the rate is considered to be reasonable then while computing the bid capacity the value of work (choice of work will be given by agency) will be included as liability on the part of agency for the purpose of evaluating bid capacity for the other work.
- f. Third party supervision of QC shall be followed in the works.
- g. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
- h. Agency to take levels of road jointly with site staff of the Engineer In Charge before execution of the work at his own cost and get the final levels approved from Engineer In Charge before execution.

Executive Engineer-ROB/RUB-II
JDA, Jaipur

Signature of contractor with
Full address and E-Mail.

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

1. ROAD WORKS

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

1.7 The routine maintenance activities and their periodicity

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

2. General

2.1 Inspection of works during Defect Liability Period

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

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

- | | | |
|---|--------------------------------|----------------------------|
| 1 | After completion of one year | 20% of SD Amount |
| 2 | After completion of two year | 20% of SD Amount |
| 3 | After completion of three year | Remaining 60% of SD Amount |

2.2.3 Forfeiture of SD

In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 5 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

2.2.3 Force Majeure

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

Signature of Bidder

with full address :

Executive Engineer-ROB/RUB-II

JDA, Jaipur

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name:-.....

Designation:-.....

Address:-

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **EC**

The designation and address of the Second Appellate Authority is **ACS UDH**

(1) Filing an appeal:-

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued 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) Appeals not to lie in certain cases:-

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

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

(5) From of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

FORM No. 1
[see rule 83]

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

Appeal No..... of Before the
..... (First/Second Appellate authority)

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

Place :

Date :

Appellant's Signature

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

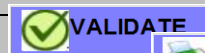
2. Procuring Entity's Right to Vary quantities.

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

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

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

Tender Inviting Authority: Jaipur Development Authority, Jaipur

Name of Work: CONSTRUCTION SERVICE ROAD AND DRAINAGE WORK, FOR PROPOSED SIX LANE ROB
IN LIEU OF LC-70, SITAPURA ON JP-SWM RAILWAY LINE, JAIPUR.

PRINT

Contract No: ROB/RUB-II/NIB NO.-06/2015-16

Bidder
Name:

Less (-)



HELP

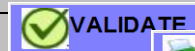
SCHEDULE OF WORKS

Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	Cutting of trees, including cutting of trunks, branches and removal of stumps, roots, stacking of serviceable material with all lifts and up to a lead of 1000 mtrs and earth filling in the depression/pit to equired compaction as per MoRT&H specification clause 201. (Measurment of girth to be done at height of 1 m above ground level)					
1.10	Girth from 300 mm to 600 mm	100.00	Each	938.00	Rupees Nine Hundred & Thirty Eight Only	93800.00
1.20	Girth from 600 mm to 900 mm	15.00	Each	1180.00	Rupees One Thousand One Hundred & Eighty Only	17700.00
1.30	Girth from 900 mm to 1800 mm	5.00	Each	1880.00	Rupees One Thousand Eight Hundred & Eighty Only	9400.00
2.00	Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to a lead of 50 metres from road boundary including removal and disposal of top organic soil not exceeding 150 mm in thickness as directed by Engineer.					
2.10	In area of light Jungle	2.00	Ha.	51200.00	Rupees Fifty One Thousand Two Hundred Only	102400.00
3.00	Dismantling of flexible pavements and disposal of dismantled materials up to a lead of 50 metres, stacking serviceable and unserviceable materials separately as directed by Engineer.					
3.10	Bituminous courses	2001.56	cum	1020.00	Rupees One Thousand & Twenty Only	2041594.26
3.20	Granular courses	8006.25	cum	682.00	Rupees Six Hundred & Eighty Two Only	5460262.50
4.00	Earth work in excavation for roadway, including trimming bottom and side slopes in accordance with requirement of line, grades and cross sections, including disposal of surplus material with all lift and lead upto 1000 metre as per MoRT&H specification clause 301.					
4.10	In all type of soil	20456.25	cum	171.00	Rupees One Hundred & Seventy One Only	3498018.75
5.00	Providing, laying, spreading and compacting of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per MoRT&H specification clause - 401 including all material, labour, machinery, lighting, guarding and maintenance of diversion.					
5.10	Grading - I Material	7317.00	cum	1080.00	Rupees One Thousand & Eighty Only	7902360.00
6.00	Providing, laying, spreading (with paver finisher only) and compacting wet mix macadam (WMM) base course comprising of graded stone aggregate and granular material conforming to MORT&H specifications (Table 400-II) in layers of equal compacted thickness each consolidated, including pre-mixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tippers to site, laying in uniform layers in base course on a well prepared sub-base/ base course and compacting with power vibratory-roller to achieve the desired density complete as per MoRT&H specification clause - 406 including all material, labour, machinery, lighting, guarding and maintenance of diversion.	7537.50	cum	1300.00	Rupees One Thousand Three Hundred Only	9798750.00
7.00	Prime Coat Low porosity Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per MoRD Specification clause 502	30150.00	sqm	35.00	Rupees Thirty Five Only	1055250.00
8.00	Tack Coat					
8.10	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	30150.00	sqm	12.00	Rupees Twelve Only	361800.00

Signature of Tenderer with seal

Tender Inviting Authority: Jaipur Development Authority, Jaipur

Name of Work: CONSTRUCTION SERVICE ROAD AND DRAINAGE WORK, FOR PROPOSED SIX LANE ROB IN LIEU OF LC-70, SITAPURA ON JP-SWM RAILWAY LINE, JAIPUR.



PRINT

Contract No: ROB/RUB-II/NIB NO.-06/2015-16

Bidder Name:

Less (-)



HELP

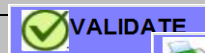
SCHEDULE OF WORKS

Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
8.20	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 surfaces cleaned with Hydraulic broom as per MoRD Specification Clause 503	56925.00	sqm	10.00	Rupees Ten Only	569250.00
9.00	Providing and laying dense graded bituminous macadam with 100-120 TPH batch type HMP producing an average output of 75 tones per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.0 to 4.5 percent 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.					
9.10	for Grading II (19 mm nominal size)	4277.14	P.MT.	3025.00	Rupees Three Thousand & Twenty Five Only	12938342.45
10.00	Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT & H Specifications Clause 509 complete in all respects for Grading-I (19 mm nominal size) Bitumen PMB-40					
10.10	for Grading-I (19 mm nominal size) Bitumen PMB-40	3542.63	P.MT.	3280.00	Rupees Three Thousand Two Hundred & Eighty Only	11619816.56
10.20	for Grading-II (13 mm nominal size) Bitumen PMB-40	3146.06	P.MT.	3260.00	Rupees Three Thousand Two Hundred & Sixty Only	10256168.64
11.00	Providing and laying cast-in-situ cement concrete M-20 grade kerb stone channel top and bottom width 115 and 165 mm respectively, 250mm high laid with kerb laying machine, on 150 mm thick PCC M-10 grade foundation (laid manually) as per design, including fixing at site as per clause 408 of MoRT&H Specification including all material, labour, machinery, lighting, guarding and maintenance of diversion.					
11.10	Using Concrete Batching and Mixing Plant	5100.00	mtr.	319.00	Rupees Three Hundred & Nineteen Only	1626900.00
12.00	Providing and laying un-reinforced, dowel jointed, plain cement concrete mix in pavement over a prepared sub base with 43 grade cement @ 400 kg per cum, coarse and fine aggregate conforming to IS: 383, maximum size of coarse aggregate not exceeding 25 mm, mixed in a batching and mixing plant as per approved mix design, transported to site, laid with a fixed form or slip form paver, spread, compacted and finished in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, joint filler, separation membrane, sealant primer, joint sealant, debonding strip, dowel bar, tie rod, admixtures as approved, curing compound, finishing to lines and grades complete as per drawing and as per clause 602, 112 of MoRT&H specification including all material, labour, machinery, lighting, guarding and maintenance of diversion.					
12.10	PCC M-30	255.00	cum	6100.00	Rupees Six Thousand One Hundred Only	1555500.00
13.00	Painting two coats on specified surface with synthetic enamel paint of approved brand and shade, after thorough cleaning and necessary filling to give even shade as per clause 803 of MoRT&H Specification including all material, labour.					
13.10	On new plastered concrete surface	2040.00	sqm	83.00	Rupees Eighty Three Only	169320.00

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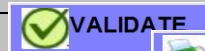
SCHEDULE OF WORKS

Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
14.00	Providing and laying marking of center line and stop line etc with hot thermoplastic compound 2.5 mm thick on road/ plain surface, including reflectorising glass beads @ 250 gms per sqm area with special applicator machine, as per IRC:35 including cleaning the surface of all dirt, dust and other foreign matter, demarcation at site and traffic control involved. The finished surface to be level, uniform and free from streaks and holes as per clause 803 of MoRT&H Specification including all material, labour, machinery, lighting, guarding and maintenance of diversion.	1122.00	sqm	803.00	Rupees Eight Hundred & Three Only	900966.00
15.00	Supplying and fixing of Single Molded twin Shank Raised Pavement Markers made of polycarbonate and ABS moulded body and reflective panels with micro prismatic lens capable of providing total internal reflection of the light entering the lens face and shall support a load of 16000 kg tested in accordance to ASTM D 4280 Type H and complying to Specifications of Category A of MORTH Circular No RW/NH/33023/10-97-DO III Dt 11.06.1997. The height, width and length shall not exceed 50 mm, 100 mm and 100 mm and with minimum reflective area of 13 Sqcm on each side and the slope to the base shall be 35+/-5 degree. The strength of detachment of the integrated cylindrical shanks, (of diameter not less than 19 +/- 2 mm and height not less than 30+/- 2 mm) from the body is to be a minimum value of 700 Kgf. Fixing will be by drilling holes on the road for the shanks to go inside, without nails and using epoxy resin based adhesive as per manufacturer's recommendation and complete as directed by the engineer. (manufactured from 3M, Avery or equivalent)	2000.00	Each	183.00	Rupees One Hundred & Eighty Three Only	366000.00
16.00	Providing and fixing of retro- reflectorised cautionary, mandatory and informatory sign as per IRC :67 made of encapsulated lens type reflective sheeting vide clause 801.3, fixed over aluminium sheeting, 1.5 mm thick supported on a mild steel angle iron post 3 metre long and size 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 45 cm x 45 cm x 60 cm, 60 cm below ground level as per approved drawing including all material, labour.					
16.10	90 cm equilateral triangle	10.00	Each	4130.00	Rupees Four Thousand One Hundred & Thirty Only	41300.00
16.20	60 cm equilateral triangle	10.00	Each	2770.00	Rupees Two Thousand Seven Hundred & Seventy Only	27700.00
16.30	60 cm circular	10.00	Each	3660.00	Rupees Three Thousand Six Hundred & Sixty Only	36600.00
16.40	90 cm high octagon	5.00	Each	6390.00	Rupees Six Thousand Three Hundred & Ninety Only	31950.00
17.00	Providing and erecting direction and place identification retro- reflectorised sign as per IRC :67 made of encapsulated lens type reflective sheeting vide clause 801.3, fixed over aluminium sheeting 2 mm thick framed to angle iron 40x40x5mm with area exceeding 0.9 sqm supported on two nos mild steel angle iron post 75 mm x 75 mm x 6 mm, firmly fixed to the ground by means of properly designed foundation with M 15 grade cement concrete 45 cm x 45 cm x 60 cm, 60 cm below ground level as per approved drawing including all material, labour.	20.00	sqm	9650.00	Rupees Nine Thousand Six Hundred & Fifty Only	193000.00
18.00	Construction of embankment with approved materials deposited at site available from roadway cutting and excavation from drain and foundation of other structures, graded and compacting by vibratory roller 8-10 tonne to meet requirement of table 300-2 as per MoRT&H specification clause 305.	1687.50	cum	66.00	Rupees Sixty Six Only	111375.00
19.00	Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P an scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead of 50 metres as directed by Engineer.					
19.10	Dismantling Stone Masonry Rubble stone masonry in cement mortar.	4140.00	cum	249.00	Rupees Two Hundred & Forty Nine Only	1030860.00
20.00	Loading and unloading of stone boulders/stone aggregates/sand/canker/moorum by mechanical means.	4140.00	cum	81.50	Rupees Eighty One and Paise Fifty Only	337410.00

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SCHEDULE OF WORKS

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				Figure	Words	
21.00	Earth work in excavation in foundation, trenches etc. including dressing of sides and ramming of bottoms, including getting out the excavated material, refilling after laying pipe/ foundation and disposal of surplus excavated material at a lead upto 50m suitable site as per direction of Engineer for following depths, below natural ground / Road top level.					
21.10	In all types soils/ saturated soil such as moorum, sand, sandy silt, clay, black cotton soil, kankar, etc. Depth upto 1.5 m	4050.00	cum	169.00	Rupees One Hundred & Sixty Nine Only	684450.00
22.00	Providing and laying Precast reinforced cement concrete Box culvert section of M-40 grade designed for 'AA' class loading as per IRC specifications including the effect of impact, EQ etc complete on firm base of 200mm thick lean concrete of M-10 grade with aggregate of size 40mm nominal of following internal sizes. The work includes required safety measures, construction of drain for diversion of flowing water, cost of design of RCC Precast Box and its proof checking from IIT/MNIT Jaipur etc. complete in all respect as per specifications					
22.10	Size 1.00 M x 1.25 M	750.00	mtr.	13300.00	Rupees Thirteen Thousand Three Hundred Only	9975000.00
22.20	Size 1.50 M x 1.50 M	1750.00	mtr.	22600.00	Rupees Twenty Two Thousand Six Hundred Only	39550000.00
23.00	Providing and fixing of reinforced Ferro-Cement drain covers designed for 'AA' class loading duly marked on cover with adequate steel reinforcement having thickness 75mm to 150mm anti corrosive bitumen painted M.S. plate , Rim and M.S. lifting hooks, Admixtures like plasticizer, bond improving compound, shrinkage, resistance compound, abrasion resistant complete as per approved design etc.					
23.10	Standard Size 1500x600mm for span 701 to 1200mm	90.00	sqm	1500.00	Rupees One Thousand Five Hundred Only	135000.00
23.20	Standard Size 2100x500mm for span 1201 to 1500mm	378.00	sqm	2130.00	Rupees Two Thousand One Hundred & Thirty Only	805140.00
Total Estimated Cost in Figures						123303384.16
Quoted Amount					123303384.16	123303384.00
Quoted Rate in Words		Rupees Twelve Crore Thirty Three Lakh Three Thousand Three Hundred & Eighty Four Only				

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