

जयपुर विकास प्राधिकरण, जयपुर।

क्रमांक: जविप्रा/अ.अ.-एस.आर./2016/डी-15 से 17

दिनांक: 09.03.2016

बिड सूचना संख्या: अ.अ(एस.आर.)/15 से 17/2015-16

जयपुर विकास प्राधिकरण द्वारा 1. सैक्टर-30 में 160 फुट चौड़ी सड़क से एच.टी.लाईन तक 100 फुट चौड़ी सैक्टर सड़क का निर्माण कार्य। 2. सैक्टर-35 में दिल्ली रेल्वे लाईन के सहारे 200 फिट चौड़ी सड़क (एच.टी.लाईन) से गोनेर रोड रेल्वे क्रॉसिंग तक 30 मीटर चौड़ी मिसिंग लिंक सड़क का निर्माण कार्य। 3. सैक्टर-58 में पीपली चौराहा से मथुरावाला तक 200 फिट चौड़ी सैक्टर सड़क का निर्माण कार्य। उपरोक्त कार्य की निविदाएं ऑनलाईन प्रक्रियानुसार बिड्स दिनांक 02.05.2016 को सायं 6:00 बजे तक आमंत्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन एवं भुगतान जविप्रा पोर्टल पर करने की अन्तिम दिनांक 28.04.2016 है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.rajasthan.gov.in व www.eproc.rajasthan.gov.in एवं www.jaipurjda.org पर देखी जा सकती है।

निविदा में भाग लेने वालों को निम्न शर्तों की पूर्ति करनी होगी:-

1. निविदादाता जयपुर विकास प्राधिकरण की वेबसाइट www.jaipurjda.org पर पंजीकृत हो एवं निविदा में भाग लेने के लिये बोलीदाता को आवेदन करने के लिये निविदा शुल्क, अमानत राशि व आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिये निविदादाता का राजस्थान सरकार के ई-प्राक्यूमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशायी अभियन्ता-सैक्टर रोड,
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC TF 307, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004
Telephone: +91-141-2569696 e.mail: pradeep.jain@mailjda.org

Bid No:- JDA/EE(SR)/2015-16/15 to 17

Dated: 09.03.2016

NOTICE INVITING BID

NIB No. : EE(SR)/15 to 17/2015-16

Online Bids are invited for the work of:-

1. **Construction of 100' wide Sector road from 160 feet wide road to HT Line in Sector-30, JDA, Jaipur. up-to 6.00 PM of 02.05.2016**
2. **Construction of 30 mtr. wide Missing Link Road from 200 feet wide road (HT line) to Goner Road Rly Crossing along Delhi Railway line, Sector-35, JDA, Jaipur. up-to 6.00 PM of 02.05.2016**
3. **Construction of 200 feet wide Sector road from Pipli Choraha to Mathurawala, Sector-58, JDA, Jaipur. up-to 6.00 PM of 02.05.2016**

Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jaipurjda.org.

To participate in the bid, bidder has to be:

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

Executive Engineer-SR

Detail NIB for uploading on SPP Portal, e-Procurement, JDA Protal & as part of NIB Document

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC TF 307, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004
Telephone: +91-141-2569696 e.mail: pradeep.jain@mailjda.org

Bid No:- JDA/EE(SR)/2015-16/15

Dated: 09.03.2016

NOTICE INVITING BID

NIB No. : EE(SR)/15/2015-16

Name & Address of the Procuring Entity	➤ Name: Executive Engineer (SR), Jaipur Development Authority ➤ Address: CCC TF 307, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan) ➤ Email: pradeep.jain@mailjda.org		
Subject Matter of Procurement	➤ Construction of 100' wide Sector road from 160 feet wide road to HT Line in Sector-30, JDA, Jaipur		
Bid Procedure	➤ Two Stage tender (eg.Two-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in		
Bid Evaluation Criteria (Selection Method)	➤ L1 (eg.Least Cost Based Selection (LCBS)-L1)		
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jaipurjda.org		
Website for online Bid application and payment *	➤ Website: www.jaipurjda.org ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. ○ Bidding document fee: Rs. 1000/- (Rupees One Hundred Fifty only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) Requisite Bid Security Deposit		
Estimated Procurement Cost	➤ INR 503.00 Lacs (Rupees Five Hundred Three Lacs only)		
Bid Security Deposit	➤ Amount (INR) : 2% (Rs. 10,06,000/-) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 2,51,500/-) for Bidder registered as contractor in JDA, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction		
Pre-Bid	➤ N/A		
Applying Bid and Making Online Payment on JDA Protal			
Start Date	16.03.2016 at 9:30 AM onwards	Last Date	28.04.2016 upto 6:00 PM
Bid Submission on e-Procurement Protal of GOR			
Start Date	16.03.2016 at 9:30 AM onwards	Last Date	02.05.2016 upto 6:00 PM
Technical Bid/Financial Bid/Tender Opening			
On 03.05.2016 at 1.00 PM in Room No. CCC-TF-309, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan)			
Bid Validity	➤ 120 days from the bid submission deadline		
Completion period of work	➤ 04 Months		
A&F/Job No.	➤ 340/2015-16		

*The amount is to be deposited online by bidder. In case the amount exceeds the online payment limit the payment may be made through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.

** There should be a gap of 3 working days **BETWEEN** End Date for Bid Applying, Online Payment & Bid Submission **AND** Bid opening date.

Note:

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

Executive Engineer-SR

Process for Participation & Depositing Payment Online

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

To participate in the bid, bidder has to be:

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

Methods for depositing on line amount

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

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

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

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

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

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

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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID
(POTENTIAL ASSESSMENT)

Envelope - II

FOR

**Construction of 100' wide Sector road from 160 feet wide road to HT Line in
Sector-30, JDA, Jaipur.**

Period of Sale : 16.03.2016 to 02.05.2016 upto 6.00 PM

Date of submission of the bid on e-Procurement : 16.03.2016 to 02.05.2016 upto 6.00 PM

Date of Online Payment On JDA Portal : 16.03.2016 to 28.04.2016 upto 6.00 PM

Date of opening of technical bid : 03.05.2016 at 1.00 PM In the chamber of Room No.
CCC-TF-309, Third Floor, CCC Building, Ram
Kishore Vyas Bhavan, Indira Circle, JawaharLal
Nehru Marg, Jaipur 302004 (Rajasthan).

Completion period : 04 Months

Name of Agency M/s :

**Executive Engineer (SR),
JDA, Jaipur.**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

**Name of Work:- Construction of 100' wide Sector road from 160 feet wide road to HT
Line in Sector-30, JDA, Jaipur.**

- | | |
|--|---|
| 1. NIB No. | : EE-(SR)/15/2015-16 |
| 2. Approximate cost | : Rs. 503.00 Lacs |
| 3. Cost of the bid document | : Rs 1000/-. The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. |
| 4. Bid Processing fees | : Rs. 1000/- (In favour of M.D. R.I.S.L., Jaipur.) |
| 5. Earnest Money (In favour of of Secretary, JDA, Jaipur.) | : @ 2% Rs. 10,06,000/- (For A & AA class contractor registered in other department) and
@ ½ % 2,51,500/- (For Contractor registered in JDA) through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. |
| 6. Sale of bid document | : 16.03.2016 to 02.05.2016 upto 6.00 PM |
| 7. Date & Time of receiving tender | : 16.03.2016 to 02.05.2016 upto 6.00 PM |
| 8. Date of submission of Online Payment (Bid Cost, Process Cost & EMD) | : 16.03.2016 to 28.04.2016 upto 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. |
| 9. Date of opening of Tender | : 03.05.2016 upto 1.00 PM in Room No. CCC-TF-309, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) |
| 10. Completion period of work | : 04 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 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 online payment (Bid Cost, Process Cost & EMD) **16.03.2016 to 28.04.2016 upto 6.00 PM** through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. 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 (SR),
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. 6 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 bay 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 4(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 from 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
10. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his bid prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or dose not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tarboiler, sprayer etc.
13. The bidder shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of bidders provide that work; upto five times limit for which they are qualified for bidding can be allotted to them Therefore, before bid the bidders will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
17. The rates provided in bid documents are inclusive of all Taxes royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only be a bitumen sprayer of a mechanical pressure.

20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Bidder at his own cost.
21. Undersigned has full right to reject any or all bids without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. **Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.**
25. The bidders are required to submit copy of their enlistment as bidder.
26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
27. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
28. 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 7 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/ actual date of completion. In case of non deposition of the same in specified period, the 2% Bid security will be forfeited. In case work is not completed satisfactorily, the work performance security will be forfeited along with Bid security."
30. निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा Online नहीं जमा कराई जावे, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नहीं की जावेगी।
31. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
32. एक यू.टी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावे।

Signature of Bidder
with full address & Mobile No.

Executive Engineer (SR)
JDA, Jaipur

SPECIAL CONDITION REGARDING DEFECT LIABILITY PERIOD (DLP)

1. Road Elements, Road Furniture and Appurtenances

- 1.1 The Defect Liability Period (DLP) for all work shall be Three years. All 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 Elements, Road Furniture and Appurtenances” means all works like Footpath, Median, Kerb Stone, Berms, Drains, Painting, Sign Boards etc.
- 1.4 The word “Maintenance of Road Elements, Road Furniture and Appurtenances during Defect Liability Period” means
- (i) Routine maintenance of Road Elements, Road Furniture and Appurtenances,
 - (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the element with good condition.
 - (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 Elements, Road Furniture and Appurtenances 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.	Particulars	Frequency of operation in One Year.
1	Repair of Kerb Stones, replacing broken kerbs, Realigning disturbed kerbs etc.	1st & 15th every Months.
2	Repair of footpaths & replacing of tiles, floors.	3 Months.
3	Repair of drains/drain crossings	Yearly
4	Thermo Plastic Paint on center line, edge line, zebra crossing, stop lines etc.	Repainting Yearly
5	Cleaning defaced boards cautions signs etc. & removal of handbills etc.	15 Days
6	Removal of overburdens from berms, medium etc. & painting of railings on road side & rotaries, islands and repairs if required.	Monthly
7	Painting of kerb stones.	Repainting in every 3 Months.
8	Repainting of walls/advertisements	3 Months.
9	Checking road caution signs, bollards, hazard, Broken/non operating ones.	In every 3 Months.

- 1.8 The above mentioned frequency of operation for any work may be reduced as and when required as per direction of Engineer In Charge.
- 1.9 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 Inspection of works during Defect Liability Period

- 2.1 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.
- 2.2 One register has to be maintained by every A.En for recording the inspection details of works in his jurisdiction under defect liability period.

3 Conditions regarding Security Deposit

3.1 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.

3.2 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 |

3.3 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.

3.4 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 (SR)
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Special Conditions

1. The roads shall be under defect liability period of the agency executing the work for 3 years after actual date of completion of work.
2. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
3. The agency shall make available all testing equipment required at plant and site.
4. The agency shall deploy Engineers and Technical staff, as required at plant and site. In case of failure, JDA shall engage and deduct the actual salaries from payment due.
5. III party supervision of QC shall be followed in the works.
6. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
7. Agency to take levels of road jointly with Engineer In Charge before execution the work at his own cost and get the final levels approved from Engineer In Charge before execution.

**Signature of Bidder
with full address :**

**Executive Engineer (SR)
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 **P.S. UDH**

(1) Filing an appeal:-

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeals not to lie in certain cases:-

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

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

(5) From of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

FORM No. 1
[see rule 83]

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

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

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

(Supported by an affidavit)
- 7- Prayer :

Place :

Date :

Appellant's Signature

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR POTENTIAL ASSESSMENT OF BIDDERS

**Name of work:- Construction of 100' wide Sector road from 160 feet wide road to HT
Line in Sector-30, JDA, Jaipur.**

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

Procedure:

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

Two-envelope system would be adopted for **POTENTIAL ASSESSMENT**, Envelope- 1 being the Technical Bid and Envelope -2 being the Financial Bid. Each Envelope would be sealed separately and super scribed as "Envelope - 1 Technical Bid" and "Envelope - 2 Financial Bid". Both Envelopes would be placed in a third Envelope, duly sealed, bearing the name of the work and the name of the bidding contractor. In this third Envelope, Envelope of earnest money, VAT Clearance Certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of Contractor in required category should also be kept.

- 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.
- B. The Technical bid Envelope would be opened on **03.05.2016 at 1.00 PM** in the **CCC-TF-309, Third Floor, CC Building, JDA, Jaipur.**
- C. The Financial Bid Envelope would be opened only of those bidders who will fulfill the **POTENTIAL ASSESSMENT** criteria.

Note :-

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

2. **Criteria:**

Criteria for POTENTIAL ASSESSMENT would be as follows:-

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

S. No.	Item	Quantity
1	Earthwork Qty	4041.00 cum
2	GSB or WMM or WBM work	6581.00 cum
3	DBM or BC by paver	2848.00 MT

Note :-

- (i) The Bidder should enclose the certificate having quantities Financial year wise other wise the certificate will not be considered.
- (ii) Quantities of all the items mentioned in criteria 2 (a) should be executed in one financial year.
- (iii) Certificate issued by Government of India, State Government, Union Territory, Government Undertakings, Autonomous Bodies shall only be considered.
- (b) The bidder should have completed at least one similar nature work in last Five Financial Year (including current year, if opted by the bidder) of value not less than 33.33% i.e. **Rs. 167.66 Lacs** of the estimated cost of the work (**Rs. 503.00 lacs**) updated to present price level.

Note :-

- (i) The starting & completion date of the work is to be in between above said financial year. If no then maximum work (70%) is to be completed in above said financial year.
- (ii) If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.
- (c) The bidder should have achieved an annual financial turnover of at least 33.33% i.e. **Rs. 167.66 Lacs** in any one of last Five financial years (including current year, if opted by the bidder)

Note :-

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

The available bid capacity will be calculated as under:

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

- Where A = Maximum value of civil engineering work executed in any one year during the last 5 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt current year in the five year assessment period
- N = Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 0.30
- B = Value, at present price level of existing commitments and on going works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited)

Note:-

- (i) **Certificate from Chartered Accountant should be enclosed by bidder clearly indicated maximum value of Civil Engineering Work in one Financial Year.**
- (f) **Litigation History:-** Bidder should provide an accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The maximum value (updated at the present price level) of disputed amount claimed in the litigation/arbitration resulting from contracts executed in last five years shall be deducted from the calculated Bid Capacity of the bidder. The details shall be furnished in Schedule VI.

Note :-

- (i) **The present price level for turnover, cost of completed work & disputed amount of similar nature, the previous years value shall be given weight age of 10% per year as follows :-**
- | | |
|---------------------------|------|
| (a) For Current Year | 1.00 |
| (b) For last year | 1.00 |
| (c) For one year before | 1.10 |
| (d) For two year before | 1.21 |
| (e) For three year before | 1.33 |
| (f) For four year before | 1.46 |

3. **Documentation :**

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

- (a) Information regarding financial resources and capability in Schedule -I.
- (b) Information regarding works executed in the last five years in Schedule-II
- (c) Certificates from the concerned Engineer-In-Charge in support and verification of the information furnished in Schedule-II
- (d) Affidavit regarding machinery and equipment required for deployment, as detailed in scheduled - III.

- (e) Information regarding details of maximum value of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress in schedule – IV.
- (f) Information regarding existing commitments and ongoing works to be completed in schedule – V.
- (g) Information regarding details of litigation or arbitration contracts to be furnished in schedule – VI.
- (h) Calculation of Bid capacity in schedule – VII.
- (i) Affidavit as per Annexure I.

4. Important:

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

5. Rejection of bids

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

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

Executive Engineer (SR)

JDA, Jaipur.

Schedule - I
FINANCIAL RESOURCES AND CAPABILITY

[Reference clause 3 (a)]

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

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

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

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

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

Date :

Signature of Bidder
(With Seal wherever applicable)

SCHEDULE - II

[Reference clause 3(b)]

Details of Quantities of work executed during last Five financial years

S. No.	Name of Works (with agreement No. & Date)	Client	Place (district)	Financial Year	Earth Work	GSB or WMM or WBM work	DBM or BC

Signature of Bidder

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

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

SCHEDULE - III
[Reference Clause 3(d)]

AFFIDAVIT

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

S. No.	Name of Machinery	Minimum Requirement	availability	
			Owned	Leased
1	Batch Mix Plant	1		
2	Sensor Paver	1		
3	Vibratory Roller	2		
4	Static Roller	2		
5	Tipper/Dumpers	6		
6	Grader	1		

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

Date:

Signature of Bidder
(With seal)

SCHEDULE - IV

[Reference Clause 3(e)]

DETAILS OF MAXIMUM VALUE CIVIL ENGINEERING WORKS EXECUTED IN ANY ONE YEAR DURING THE LAST FIVE YEARS TAKING INTO

ACCOUNT THE COMPLETED AS WELL AS WORKS IN PROGRESS

[illegible]

Signature of Bidder

SCHEDULE - V

[Reference Clause 3(f)]

DETAILS OF EXISTING COMMITMENTS & ON GOING WORKS TO BE COMPLETED

[illegible]

Signature of Bidder

SCHEDULE - VI

[Reference Clause 3(g)]

DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

[illegible]

Signature of Bidder

SCHEDULE -VII

[Reference Clause 3(h)]

BID CAPACITY

Name of Bidder: - _____

1.	A = Maximum value of civil Engineering works Executed in any one year during the last five Years (Updated to present price level)	_____Lacs	Certified details enclosed at Page No. _____
2.	N = Number of years prescribed for completion of the Work for which bids are invited	0.30	
3.	B = Value, at present price level of existing Commitments and on going works to be Completed during the next N Period.	_____Lacs	Certified details enclosed at Page No. _____

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

= _____Lacs

Signature of Bidder

ANNEXURE I
(Reference Clause 3(i))

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

AFFIDAVIT

I/We..... Proprietor/Partner/Authorize signatory of
M/s under take the oath that the information furnished by
me/us in schedule I to VII of the assessment Bid for **Construction of 100' wide Sector road from 160
feet wide road to HT Line in Sector-30, JDA, Jaipur.** is correct to the best of my/our knowledge. If
any information is found to be incorrect JDA has right to reject the Bid and to take action against
me/us as per rules.

.....

Proprietor/ Partner/ Authorized signatory

M/s

.....

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

FINANCIAL BID
(POTENTIAL ASSESSMENT)

Envelope – III

FOR

**Construction of 100' wide Sector road from 160 feet wide road to HT Line in
Sector-30, JDA, Jaipur.**

Period of Sale : 16.03.2016 to 02.05.2016 upto 6.00 PM

Date of submission of the bid on e-Procurement : 16.03.2016 to 02.05.2016 upto 6.00 PM

Date of Online Payment On JDA Portal : 16.03.2016 to 28.04.2016 upto 6.00 PM

Date of opening of technical bid : 03.05.2016 at 1.00 PM In the chamber of Room No.
CCC-TF-309, Third Floor, CCC Building, Ram
Kishore Vyas Bhavan, Indira Circle, JawaharLal
Nehru Marg, Jaipur 302004 (Rajasthan).

Completion period : 04 Months

Name of Agency M/s :

**Executive Engineer (SR),
JDA, Jaipur.**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

**Name of Work:- Construction of 100' wide Sector road from 160 feet wide road to HT
Line in Sector-30, JDA, Jaipur.**

- | | |
|--|---|
| 1. NIB No. | : EE-(SR)/15/2015-16 |
| 2. Approximate cost | : Rs. 503.00 Lacs |
| 3. Cost of the bid document | : Rs 1000/-. The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. |
| 4. Bid Processing fees | : Rs. 1000/- (In favour of M.D. R.I.S.L., Jaipur.) |
| 5. Earnest Money (In favour of Secretary, JDA, Jaipur.) | : @ 2% Rs. 10,06,000/- (For A & AA class contractor registered in other department) and
@ ½ % 2,51,500/- (For Contractor registered in JDA) through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. |
| 6. Sale of bid document | : 16.03.2016 to 02.05.2016 upto 6.00 PM |
| 7. Date & Time of receiving tender | : 16.03.2016 to 02.05.2016 upto 6.00 PM |
| 8. Date of submission of Online Payment (Bid Cost, Process Cost & EMD) | : 16.03.2016 to 28.04.2016 upto 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. |
| 9. Date of opening of Tender | : 03.05.2016 upto 1.00 PM in Room No. CCC-TF-309, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) |
| 10. Completion period of work | : 4 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 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 online payment (Bid Cost, Process Cost & EMD) **16.03.2016 to 28.04.2016 upto 6.00 PM** through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. 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 (SR),
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. 6 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 bay 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 4(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 from 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, Hot Mix plants and paver road roller, Tarboiler, sprayer etc.
13. The bidder shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of bidders provide that work; upto five times limit for which they are qualified for 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.
15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
17. The rates provided in bid documents are inclusive of all Taxes royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only be a bitumen sprayer of a mechanical pressure.

20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Bidder at his own cost.
21. Undersigned has full right to reject any or all bids without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. **Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.**
25. The bidders are required to submit copy of their enlistment as bidder.
26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
27. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
28. 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 7 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/ actual date of completion. In case of non deposition of the same in specified period, the 2% Bid security will be forfeited. In case work is not completed satisfactorily, the work performance security will be forfeited along with Bid security."
30. निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा Online नहीं जमा कराई जावें, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नहीं की जावेंगी।
31. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
32. एक यू.टी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावें।

Signature of Bidder
with full address & Mobile No.

Executive Engineer (SR)
JDA, Jaipur

SPECIAL CONDITION REGARDING DEFECT LIABILITY PERIOD (DLP)

1. Road Elements, Road Furniture and Appurtenances

- 1.1 The Defect Liability Period (DLP) for all work shall be Three years. All 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 Elements, Road Furniture and Appurtenances” means all works like Footpath, Median, Kerb Stone, Berms, Drains, Painting, Sign Boards etc.
- 1.4 The word “Maintenance of Road Elements, Road Furniture and Appurtenances during Defect Liability Period” means
- (i) Routine maintenance of Road Elements, Road Furniture and Appurtenances,
 - (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the element with good condition.
 - (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 Elements, Road Furniture and Appurtenances 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.	Particulars	Frequency of operation in One Year.
1	Repair of Kerb Stones, replacing broken kerbs, Realigning disturbed kerbs etc.	1st & 15th every Months.
2	Repair of footpaths & replacing of tiles, floors.	3 Months.
3	Repair of drains/drain crossings	Yearly
4	Thermo Plastic Paint on center line, edge line, zebra crossing, stop lines etc.	Repainting Yearly
5	Cleaning defaced boards cautions signs etc. & removal of handbills etc.	15 Days
6	Removal of overburdens from berms, medium etc. & painting of railings on road side & rotaries, islands and repairs if required.	Monthly
7	Painting of kerb stones.	Repainting in every 3 Months.
8	Repainting of walls/advertisements	3 Months.
9	Checking road caution signs, bollards, hazard, Broken/non operating ones.	In every 3 Months.

- 1.8 The above mentioned frequency of operation for any work may be reduced as and when required as per direction of Engineer In Charge.
- 1.9 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 Inspection of works during Defect Liability Period

- 2.1 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.
- 2.2 One register has to be maintained by every A.En for recording the inspection details of works in his jurisdiction under defect liability period.

3 Conditions regarding Security Deposit

3.1 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.

3.2 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 |

3.3 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.

3.4 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 (SR)
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Special Conditions

1. The roads shall be under defect liability period of the agency executing the work for 3 years after actual date of completion of work.
2. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
3. The agency shall make available all testing equipment required at plant and site.
4. The agency shall deploy Engineers and Technical staff, as required at plant and site. In case of failure, JDA shall engage and deduct the actual salaries from payment due.
5. III party supervision of QC shall be followed in the works.
6. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
7. Agency to take levels of road jointly with Engineer In Charge before execution the work at his own cost and get the final levels approved from Engineer In Charge before execution.

**Signature of Bidder
with full address :**

**Executive Engineer (SR)
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 **P.S. UDH**

(1) Filing an appeal:-

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

- (2)** The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3)** If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeals not to lie in certain cases:-

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

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

(5) From of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

FORM No. 1

[see rule 83]

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

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

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

(Supported by an affidavit)
- 7- Prayer :

Place :

Date :

Appellant's Signature

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of work- Construction of 100' wide Sector road from 160 feet wide Road to HT line in sector 30, JDA, Jaipur						
Contract No: NIB No. EE (SR)/15/2015-16						
Bidder Name:		Excess (+)		%		
SCHEDULE OF WORKS						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	Excavation in Soil using Hydraulic Excavator and Tippers with disposal upto 1000 m Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections, and transporting to the embankment location with a lift upto 1.5 m and lead upto 1000 m as per Technical Specification Clause 302.3	12123.00	Cum	29.00	Rupees Twenty Nine Only	351567.00
2.00	Construction of Embankment with Material Obtained from Roadway Cutting Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of Tables 300.1 and 300.2 as per MoRD Specification Clause 301.5	14160.00	Cum	35.00	Rupees Thirty Five Only	495600.00
3.00	Carriage of material from quarry/crusher to work site including loading, unloading and stacking all complete. Earth, Sand, Lime, Morrum manure or sludge For 10 Km.	12123.00	Cum	74.50	Rupees Seventy Four and Paise Fifty Only	903163.50
4.00	Granular Sub-base with Well Graded Material (Table 400.1) By Mix in Place Method Construction of granular sub-base by providing well graded material, spreading in uniform layers with Tractor Mount Grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per MoRD Specification Clause 401. For Grading I Material	8295.00	Cum	445.00	Rupees Four Hundred & Forty Five Only	3691275.00
5.00	Gravel/Soil-Aggregate Surface Course (Table 400.3) Construction of granular surface course by providing well graded material, spreading in uniform layers with Tractor Mount Grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with three wheel 80-100 kN static roller capacity to achieve the desired density, complete as per MoRD Specification Clause 402	1080.00	Cum	410.00	Rupees Four Hundred & Ten Only	442800.00

Signature of Tenderer with seal

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of work- Construction of 100' wide Sector road from 160 feet wide Road to HT line in sector 30, JDA, Jaipur						
Contract No: NIB No. EE (SR)/15/2015-16						
Bidder Name:		Excess (+)		%		
<u>SCHEDULE OF WORKS</u>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
6.00	Wet Mix Macadam Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and MoRD Specification Clause 406. By Mechanical Means with 1 km lead	10369.00	Cum	1190.00	Rupees One Thousand One Hundred & Ninety Only	12339110.00
7.00	Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per Technical Specification Clause 502	41475.00	Sqm	35.00	Rupees Thirty Five Only	1451625.00
8.00	Providing and applying tack coat with bitumen emulsion (RS-1) using emulsion distributors at the rate of 0.25 to 0.30 kg as per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom as per Technical Specification Clause 503	41475.00	Sqm	10.00	Rupees Ten Only	414750.00
8.10	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	41475.00	Sqm	12.00	Rupees Twelve Only	497700.00
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 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT&H Specifications Clause 507 complete in all respects. for Grading II (19 mm nominal size)	4728.15	MT	3025.00	Rupees Three Thousand & Twenty Five Only	14302653.75

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Contract No: NIB No. EE (SR)/15/2015-16						
Bidder Name:		Excess (+)				
SCHEDULE OF WORKS						
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Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT
				Figure	Words	Rs. P
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-II (13 mm nominal size) Bitumen S-65	3815.70	MT	3260.00	Rupees Three Thousand Two Hundred & Sixty Only	12439182.00
11.00	Marking Centre Line and stop lines etc. on road as per IRC pattern with thermoplastic paint of approved quality and make with 8% glass beads laid on the road surface at temperature 160" C with a special applicator machine complete with a special applicator machine complete with labour material and traffic diversion arrangements.	1437.00	Sqm	485.00	Rupees Four Hundred & Eighty Five Only	696945.00
12.00	Dismantling of Flexible Pavements and disposal of dismantled materials upto a lead of 100 m, stacking serviceable and unserviceable materials separately as per MoRD Specification Clause 202					
12.10	By Manual Means Granular Course	3662.00	Cum	220.00	Rupees Two Hundred & Twenty Only	805640.00
12.20	By Mechanical Means Bituminous Course	785.00	Cum	128.00	Rupees One Hundred & Twenty Eight Only	100480.00
13.00	Providing and fixing up to floor five level pre cast cement concrete string or lacing courses, copings, bed plates, anchor blocks, windows sills, shelves, louvers steps, staircases, etc. including carriage, hoisting and setting in position with cement mortar 1:3 (1 cement : 3 coarse sand) cost of required centering, shuttering and finishing smooth with 6 mm thick cement plaster 1:3 (1 cement : 3 fine sand) on exposed surface, including all T & P, curing etc. complete: M15 grade Nominal Mix 1: 2: 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size).	223.00	Cum	4840.00	Rupees Four Thousand Eight Hundred & Forty Only	1079320.00

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Contract No: NIB No. EE (SR)/15/2015-16						
Bidder Name:		Excess (+)		%		
<u>SCHEDULE OF WORKS</u>						
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Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT
				Figure	Words	Rs. P
14.00	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M10 grade Nominal Mix 1: 3: 6 (1 cement : 3 coarse sand : 6 graded stone aggregate 40mm nominal size).	93.00	Cum	2665.00	Rupees Two Thousand Six Hundred & Sixty Five Only	247845.00
Total Estimated Cost in Figures						50259656.25
Quoted Amount					50259656.25	50259656.00
Quoted Rate in Words		Rupees Five Crore Two Lakh Fifty Nine Thousand Six Hundred & Fifty Six Only				

Signature of Tenderer with seal