

जयपुर विकास प्राधिकरण, जयपुर।

क्रमांक:—जविप्रा / अधि.अभि.—5 / 2016—17 / डी—746

दिनांक—07.09.2016

बिड सूचना संख्या—अधि.अभि.—5 / 05 / 2016—17

जविप्रा जोन—5 में “सैक्टर—25, भगवान मार्ग में बॉक्स ड्रेन एवं सडक नवीनीकरण का कार्य” के लिये दिनांक 10.10.2016 सांय 6.00 बजे तक निविदा आमंत्रित की जाती है। विस्तृत विवरण जो कि निविदा प्रपत्र में उपलब्ध है, अधोहस्ताक्षकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.rajasthan.gov.in or www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

निविदा दाताओं को निविदा में भाग लेने हेतु आवश्यक है कि :—

1. निविदादाता जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा में भाग लेने के लिये बोलीदाता को कार्य के लिये आवेदन करने पर दस्तावेज शुल्क, अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन प्रस्तुत करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिये निविदा दाताओं का राजस्थान सरकार के ई—प्रोक्यूरमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशायी अभियन्ता—5

JAIPUR DEVELOPMENT AUTHORITY

Room No. NB-FF-112 Vistar Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004
Telephone: +91-141-2569696 e.mail: sarbkawast42@gmail.com

Bid No:- JDA/EE-5/2016-17/D- 746

Dated: 07.09.2016

NOTICE INVITING BID

NIB No. : EE-5/05/2016-17

Online Bids are invited up-to 6.00 PM of 10-10-2016 for **Construction of Box Drain and Renewal of road at Bhagwan Marg in Sector-25, Zone-5 Area of JDA** 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.jda.urban.rajasthan.gov.in.

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 online and Bid Security Deposit, online or BG.
- 2- Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Executive Engineer-5

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

No. JDA/ E.E-5/ 2016-17/D- 746

Dated :- 07.09.2016

NOTICE INVITING BID

NIB No. : JDA/EE-5/05/2016-17

Name & Address of the Procuring Entity	Executive Engineer-5, Jaipur Development Authority Address: Room No. NB-FF-112, Extension Building, First Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
Subject Matter of Procurement	Construction of Box Drain and Renewal of road at Bhagwan Marg in Sector-25, Zone-5 Area of JDA.
Bid Procedure	Two part (envelope)(eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment *	Website: www.jda.urban.rajasthan.gov.in For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. <ul style="list-style-type: none"> o Bidding document fee: Rs. 1000 (Rupees One Thousand only) o RISL Processing Fee: Rs. 1000 (Rupees One Thousand only) o Requisite Bid Security Deposit
Estimated Procurement Cost	INR Rs. 10,70,00,000.00 (Rupees Ten Crore, Seventy Lacs only)
Bid Security Deposit	Amount (INR) : 2% (Rs.21,40,000.00) of Estimated Procurement Cost, 0.5% (5,35,000.00) of S.S.I. of Rajasthan, 0.5% (5,35,000.00) 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.
Start/ End Date for Bid Applying, Online Payment and Bid Submission	Start Date: 10.09.2016 at 10.00 AM onwards End Date: 10.10.2016 at 6.00 PM Online payment date 10.09.2016 at 9.30 am to 10.10.2016 at 6.00 pm
Physical BG(Bid Security) Submission Start & Closing Date	13/10/2016 from 9.30 AM to 17/10/2016 upto 4.00 PM
Date/ Time/ Place of Technical Bid Opening	18.10.2016 at 3.00 PM ACE-V, Main Building First Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	120 days from the bid submission deadline
Completion period of work	08 Months
<p>* The amount is to be deposited online by bidder. In case the amount exceeds the online payment limit the payment may be made through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.</p> <p>** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date.</p>	

Note:

1. Bidder (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, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement.
Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

**Executive Engineer-5
JDA, Jaipur**

As part of NIB Document

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.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in. (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.

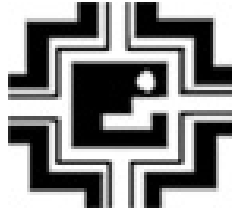
Methods for depositing on line amount

- 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 whiling applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per **Annexure-4**. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.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.jda.urban.rajasthan.gov.in under [e-Services](#)>>JDA Tender



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
TENDER DOCUMENTS

(Envelope-1)

TECHNICAL BID
(Post Qualification)

FOR

Name of work : **Construction of Box Drain and Renewal of road at Bhagwan Marg in Sector-25, Zone-5 Area of JDA.**

Period of Download : 10.09.2016 to 10.10.2016 up to 6.00 PM

Period of Upload : 10.09.2016 to 10.10.2016 up to 6.00 PM

Date of submission of Tender Cost, processing Cost & EMD : Online payment (10.09.2016 to 10.10.2016 up to 6.00 PM)

Date of opening of technical bid : 18.10.2016 at 3.00PM in the chamber of ACE-V, JDA, Jaipur.

Cost of tender : Rs. 1000.00 (Rs. One Thousand only.)

1000.00 (Rs. One Thousand only.).

Tender processing Fee

Completion period : 08 Months

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JDA, Jaipur

Name of Agency M/s : -----

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

GENERAL DETAILS OF TENDER:

1.	NIT NO. & Date	E.E.-5/ 05/2016-17 (D-746 dt. 07.09.2016)
2.	Name of work	Construction of Box Drain and Renewal of road at Bhagwan Marg in Sector-25, Zone-5 Area of JDA
3.	Estimated Cost	Rs. 1070.00 Lacs
4.	Cost of the Tender Document	Rs. 1000.00 (Rs One Thousand Only)
5.	Earnest Money	Amount (INR) : 2% (Rs.21,40,000.00) of Estimated Procurement Cost, 0.5% (5,35,000.00) of S.S.I. of Rajasthan, 0.5% (5,35,000.00) 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.
6.	Sales of Tender	10.09.2016 to 10.10.2016 up to 6.00 PM
7.	Date of Submission of the Tender	10.09.2016 to 10.10.2016 up to 6.00 PM
8.	Date of opening of Technical Bid	18.10.2016 at 3.00 PM in Chamber of ACE-V, JDA, Jaipur.
9.	Tender Document issued to	M/s

**Executive Engineer-5
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Documentation for Tender

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.

Signature of the Bidder
With full Address

Executive Engineer-5,
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name & Address of the Procuring Entity	Executive Engineer-5, Jaipur Development Authority Address: Room No. NB-FF-112, Extension Building, First Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
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Website for online Bid application and payment *	Website: www.jda.urban.rajasthan.gov.in For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 1000 (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 1000 (Rupees One Thousand only) ○ Requisite Bid Security Deposit
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5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

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 lead, 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 IRC/MORTH, Rajasthan PWD/JDA detailed specification and to the entire satisfaction of the Engineer-In-Charge of the work.

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

The Technical Sanction, specifications, scope of work and drawings 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 testing 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 MORTH/PWD detailed specification. Qualified personnel as required duly approved by JDA shall have to be engaged at site by the contractor at his cost. The JDA reserves the right to engage such staff and recover the wages from the contractor on such account in case of his failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the 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 stipulated period given in the work order and should be completed within the prescribed time period. In case of failure, the contractor shall be Liable for action under the conditions of agreement and special condition of the tender.

SCHEDULE - G: BOQ IS ATTACHED SEPARATELY BASED ON JDA BSR 2016 (BUILDING/ROAD)

SCHEDULE - H: SPECIAL CONDITION: Attached Separately.

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

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

Bid processing fees, Bid documents & Earnest Money is payable by online.

Signature of the Bidder
With full Address

Executive Engineer-5,
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 rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
03. The bidder shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause an audit technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less than that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Wherever any claim against the bidder for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the 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 be shall be deducted from any sum then due or which at 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 affect 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 this 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 period or makes modifications in the rate, 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 and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding he will stand debarred for 6 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, Tar boiler, sprayer etc.
13. The bidder shall arrange his own storage tanks upto 10 Tons capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of bidder provide that work up to the time limit for which they are qualified for bidding can be allotted to them, Therefore, before bidding the bidder will keep this in mind, and submit the details of the work. Bids with incomplete or incorrect information are liable to be rejected.

15. Any material not conforming to the specifications collected at site have to be removed by the bidder within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under 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 and royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the 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 by 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 provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT 2012 and Rules 2013 provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT 2012 and Rules 2013 shall be applicable.**

SIGNATURE OF CONTRACTOR
WITH FULL ADDRESS:

Executive Engineer-5
JDA JAIPUR

JAPUR DEVELOPMENT AUTHORITY, JAIPUR

Other Condition

- 1 TECHNICAL AND FINANCIAL QUALIFICATION CONDITIONS:- The bidder can be an individual (except minor), a Proprietor, partnership firm, registered co-operative society, public or private limited company incorporated under the provisions of Indian Companies Act, 1956. Consortium or Joint Venture is not allowed. The bidder should be legally competent to enter into contract as per prevailing laws. Only those bidders meeting both the following capability criteria will be “Technically Qualified” for the project and will be considered further. This invitation to furnish bid is open to all national or international firms (which include companies, partnerships, proprietary concerns etc.) who are interested in bidding for the project. Any entity which has been barred by the Central/State Government, or any entity controlled by them from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit bid. Bidder should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder.
- 2 Technical Capability
 - i The bidder should have experience of construction urban infrastructure works like Bus Queue Shelter/Street furniture/ steel fabricated installations for the last 3 years.
 - ii The bidder (company or individual director) shall not be blacklisted/debarred from any municipal corporation of the state or by any other Municipal Corporation of India or by any department/board/corporation of GOVT. OF INDIA or of any State Govt. or any PSU and bidder should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder. An affidavit shall be submitted in this regard on a stamp paper of Rs. 100/-
- 3 Financial Capability
 - i Contracting company should have minimum turnover equal to 30% of the estimated value

of the project in last five financial years.

- ii Contracting company should have completed one work of stainless steel Bus Shelter/Similar project of equal or more then the estimated value of the project with some State Govt./Central Govt./Govt. of India undertaking company in last five yeas. Provide completed certificate/copy of final bill showing actual date of completion of the same with work.
- 4 Identify defects & Correction of defects:-
- i The Engineering –in-charge shall give notice to the contractor of any defects before the end of defects liability period/ maintenance period which will be one year after completion. The defect liability period/maintenance shall be extended as long as defects remain to be corrected. Every time notice of a defect is given, the contractor shall correct the notified defect within the limit of time specified by the Engineer-in-charge's notice. If the contractor has not corrected a defect within the time specified in Engineer-in-charge's notice, the Engineer-in-charge will assess the cost of having the defect corrected and the contractor will pay the amount.
 - ii The contractor shall have to provide a field laboratory fully equipped at work site and at hot mix plant for conducting all the relevant tests mentioned in the MORTH & H specification subject to the approval of the Engineer-in-charge or his representative. The record of such tests is to be maintained in proper register duly signed by the contractor or his representative, which will become the property of Deptt. The contractor will bear all the running expenses for conducting such tests. All the tests will be carried in the presence of Engineer-in-charge or his authorized representative. All the entries are to be signed by the contractor and such authorized representative of Engineer-in-charge.
- 5 The quality control tests will be got done by department and the material for such tests will be supplied by the contractor free of cost.
- 6 Vendor / Manufacturing Company should be enlisted with CPWD/BUIDCO/MCG or central or state govt agency in first class category.
- 7 Vendor or manufacturing company need to show completion certificate of STAINLESS STEEL bus shelters of equal or more estimated project value of tender in last 5 years of some State/ central Govt agency.
- 8 Vendor or manufacturer need to submit the completion certificate of the bus shelter/ dustbin project in stainless steel where they have managed multiple sites at one time for supplying, civil work and fixing the structure . Same situation is expected in this project.

- 9 Manufacturer should have sufficient space for manufacturing the bus shelter. All machines and space will be inspect during factory visit.
- 10 The Contractor will have to install display boards at side of work as directed by Engineer-in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
- 11 DLP period of various nature of work amounting more than 25 Lacs has been revised. The time period & Conditions as per order No. D-29 dated 11-03-2016 .
- 12 निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा ऑनलाईन नहीं जमा कराई जावें, सिस्टम द्वारा भी कम/अधिक राशि की बिड स्वीकार नहीं की जावेंगी।
- 13 अलग-अलग समय में जमा कराई गयी राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
- 14 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।

Executive Engineer -5
JDA, Jaipur

Singnate of Contractor
With full address

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

1. ROAD WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per table-1. Road works executed by the Contracting agency shall be maintained by them at their own cost for Schedule as per table-1 (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, strengthening and renewal works.
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
- (i) Routine maintenance of Road Works,
 - (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the Road Surface with good riding quality and
 - (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after Schedule as per table-1.
- 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 (a) The routine maintenance activities and their periodicity as per JDA Office order no: JDA/Ex.En.(TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016

Table-I

S.No.	Type of work	DLP Period
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/ Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii) New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to building structure and other civil works.	5 Years
9	Electric work except maintenance	3 Years
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years

1.7 (b) The routine maintenance activities and their periodicity

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

2. General

2.1 Inspection of works during Defect Liability Period

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

The release of SD amount shall be as following table:-

S.No.	Released SD DLP period	1 st year	2 nd year	3 rd year	5 th year
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

- At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.
- Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.

- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but later finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/ 2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
 - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

% recovery on withdrawal of DLP of work order	1 Year	2 Year	3 Year	4 Year	5 Year
DLP period					
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9.00	7.88	6.45	4.62	2.47

Note :- Calculation is to be done on quarterly basis.

- (b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD, same shall be recovered from other works and as per PDR rules. The amount as per Table-III is also to be deducted in addition to this amount.
- (c) Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE's after approval of these periods.

2.2.3 Force Majeure

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

Signature of Bidder
with full address :

Executive Engineer-5
JDA, Jaipur

Defect Liability Period :- The Defect Liability Period shall be 36 Months from the date of issue of completion certificate.

The Defect Liability Period (DLP) for all Bus shelters including civil work, electric & all related works shall be for a period of Three year.

The Defect Liability Period (DLP) for all Bus shelter shall be Three year. Bus shelter work executed by the Contracting agency shall be maintained by them at their own cost for three year (DLP) from the actual date of completion of work.

No extra payment shall be made to the contracting agency on account of maintenance of Bus shelters & removal of defect during Defect Liability Period.

The word" Maintenance of Bus Shelters during Defect Liability Period" means:-

(i) Routine maintenance of Bus shelters.

(ii) To remove the defect as & when appear in part and entire structure of Bus shelter, in specified time and keeping the Bus Shelters with good quality.

(iii) Damages due to improper Handling/Use by public etc.

The contracting agency shall do the routine maintenance of Bus Shelters including civil work, electrical works etc. and keep the entire Bus Shelters 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 year.

The routine maintenance shall consist of the routine maintenance operation shall be carried out accordingly.

The routine maintenance activities and their periodicity:-

S.No.	Name of item/Activity	Frequency of operations in three year
1	All Civil & Electrical works including & all related works, such as Kerb Stone, Flooring & all Signage's Lights.	Quarterly in a month
2	Painting of Kerb Stone	Once in a Six months, generally after rainy season.
3	Polycarbonate roofing, S.S. Chair & railing general conditions.	As and when required.
4	All types of lights and all electrical items and maintenance of S.S. Chair & railing general conditions etc.	As and when required.
5	Damages beyond control of agency.	Damaged part of the Bus Shelters is to be repaired by the agency on the same rates of the contract agreement till DLP period in case of theft or defects arises due to accident.

2. General

2.1 Inspection of works during Defect Liability Period

- 2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of Bus Shelters. 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 Bus Shelters, which are likely to be damaged by any accident.
- 2.1.2 One register has to be maintained by EIC, for recording the inspection details of works in his jurisdiction under defect liability period.

2.2 Conditions regarding Security Deposit

2.2.2 Refund of SD -

The Security Deposit will be release after successful completion of defect liability period of Three year from date of completion of project.

2.2.3 Forfeiture of SD-

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

2.2.4 Force Majeure

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

Signature of Bidder
with full address :

Executive Engineer-5
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

ADDITIONAL SPECIAL CONDITION:-

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

**Executive Engineer-5
JDA, Jaipur**

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

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.

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name:-.....

Designation:-.....

Address:-

Annexure C: Grievance Redressal during Procurement Process

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

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

(1).Filing an appeal:-

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

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

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

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

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

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

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

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

(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Name of work:- Construction of Box Drain and Renewal of road at Bhagwan Marg in Sector-25, Zone-5 Area of JDA.

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

Joint venture not allowed

1. Procedure:

Procedure for **Post Qualification** would be as follow:

- (a) Tender document shall be submitted on line e-procurement website <http://www.eproc.rajasthan.gov.in> with their digital signature. The bid is to be submitted in **two envelop** which shall comprise of-
Envelop-1 being for Technical Bid and
Envelope-2 being for Financial Bid. Each envelope would be sealed separately and super scribed as "Envelope-1 Technical Bid" and "Envelope-2 Financial Bid". Both envelopes would be placed in Third envelope duly sealed, bearing the name of work and the name of the bidding contractor. In this third envelope, envelop of earnest money, VAT clearance certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of bidder in required category should also be kept
- (b) The technical bid will be opened only of whose bidders those proper Earnest money, VAT clearance certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of bidder in required category are found to be in order. The earnest money will be accepted only in form of demand draft/ banker cheque in the name of Secretary JDA, Jaipur. Payable at jaipur.
- (c) The Technical Bid envelope would be opened on the date 07-09-2015 at 03:00 PM. in the chamber of ACE-V,JDA, Jaipur.
- (d) The Financial Bid envelope would be opened only of those bidders who fulfill all the **POST QUALIFICATION** criteria.

Note:-

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

2. **Criteria:**

Criteria for POST QUALIFICATION would be as follows:-

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

S. No.	Item	Quantity
A	Earth Work	8369.00 Cum
B	GSB/WMM/WBM	4838.00 Cum
C	BT work by Paver	5058.00 MT
D	Precast reinforced cement concrete Box/Pipe (dia 600 mm and above)	2325.00 Rmt.

Note :-

- (i) The Bidder should enclose the certificate having quantities Financial year wise other wise the certificate will not be considered.
- (ii) Quantities of all the items mentioned in criteria 2 (a) should be executed in one financial year.
- (iii) Certificate issued by Govt. of India, State Govt., Union Territory and Govt. Undertakings, Autonomous Bodies shall only be considered.
- (b) The bidder should have completed at least one similar nature work (Roadwork) in last three financial year (including current year, if opted by the bidder) of value not less than 50% (Rs. 535.00 lacs.) of the estimated cost of the work (Bid cost) updated to present price level.

Note :-

- (i) The starting & completion date of the work is to be in between above said financial year. If no then Maximum work (70%) is to be completed in above said financial year.
- (ii) If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.
- (c) The bidder should have achieved an annual financial turnover of at least 60% (Rs 642.00 Lacs) of the estimated cost of the work (Bid cost) in any one of last three 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 years & 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 0.83
- 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 year's value shall be given weight age of 10% per year as follows :-**
- | | | |
|-----|---------------------------------|------|
| (a) | For Current Year- 2016-17 | 1.00 |
| (b) | For last year - 2015-16 | 1.00 |
| (c) | For one year before - 2014-15 | 1.10 |
| (d) | For two year before - 2013-14 | 1.21 |
| (e) | For three year before - 2012-13 | 1.33 |
| (f) | For Four year before - 2011-12 | 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 (j) 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-5

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)	2016-17	
(2)	2015-16	
(3)	2014-15	
(4)	2013-14	
(5)	2012-13	

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	Principal items of work				Page No.
					Earth Work	GSB/WBM/ WMM	BT work by Paver	Precast reinforced cement concrete Box/Pipe (dia 600 mm and above)	

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 Self attested

SCHEDULE - III
[Reference Clause 3(d)]

AFFIDAVIT

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

S. No.	Name of Machinery	Minimum Requirement	availability	
			Owned	Leased
1	Vibratory Roller (Owned/Lease)	2 No.		
2	Sensor paver (Owned/Lease)	1 No.		
3	Static Roller (Owned/Lease)	4 No.		
4	Compressor (Owned/Lease)	2. No.		
5	Earth compactor (Owned/Lease)	1. No.		
6	Dumper (Owned/Lease)	10 No.		
7	Vibrator (Needle, Plate & screed) (Owned/Lease)	2 No.		
8	Pneumatic Tyre Roller (PTR) (Owned/Lease)	1 No		
9	Concrete Mixer (Owned/Lease)	2 No		
10	Bitumen sprayer Truck mounted (Owned/Lease)	1 No		
11	WMM paver finisher (Owned/Lease)	1No		
12	Grader (Owned/Lease)	1 No		

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

Date:

Signature of Bidder
(With seal)

SCHEDULE - IV

[Reference Clause 3(e)]

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

ACCOUNT THE COMPLETED AS WELL AS WORKS IN PROGRESS

[illegible]

Signature of Bidder

SCHEDULE - V

[Reference Clause 3(f)]

DETAILS OF EXISTING COMMITMENTS & ON GOING WORKS TO BE COMPLETED

[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	0.83	
3.	B = Value, at present price level of existing Commitments and ongoing 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))

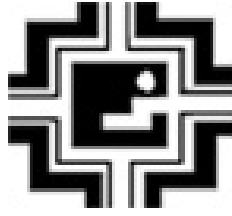
To be given on Non-Judicial stamp
Paper of Rs. 10/- only, duly Self attested

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 "**Construction of Box Drain
and Renewal of road at Bhagwan Marg in Sector-25, Zone-5 Area of JDA**" 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
TENDER DOCUMENTS

(Envelope-2)

FINANCIAL BID

FOR

Name of work : **Construction of Box Drain and Renewal of road at Bhagwan Marg in Sector-25, Zone-5 Area of JDA.**

Period of Download : 10.09.2016 at 10.00 a to 10.10.2016 at 6.00 PM Onward

Period of Upload : 10.09.2016 at 10.00 a to 10.10.2016 at 6.00 PM Onward

Date of submission of Tender Cost, processing Cost & EMD : Online payment (10.09.2016 to 10.10.2016 up to 6.00 PM)

Date of opening of technical bid : 18.10.2016 at 3.00PM in the chamber of ACE-V, JDA,Jaipur.

Cost of tender : Rs. 1000.00 (Rs. One Thousand only.)

Tender processing Fee : 1000.00 (Rs. One Thousand only.).

Tender processing Fee

Completion period : 08 Months

Executive Engineer-5
JDA, Jaipur

Name of Agency M/s : -----

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

GENERAL DETAILS OF TENDER:

1.	NIT NO. & Date	E.E.-5/ 05 /2016-17/(D-746 dt 07.09.2016)
2.	Name of work	Construction of Box Drain and Renewal of road at Bhagwan Marg in Sector-25, Zone-5 Area of JDA
3.	Estimated Cost	Rs. 1070.00 Lacs
4.	Cost of the Tender Document	Rs. 1000.00 (Rs One Thousand Only)
5.	Earnest Money	Amount (INR) : 2% (Rs.21,40,000.00) of Estimated Procurement Cost, 0.5% (5,35,000.00) of S.S.I. of Rajasthan, 0.5% (5,35,000.00) 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.
6.	Sales of Tender	10.09.2016 to 10.10.2016 up to 6.00 PM
7.	Date of Submission of the Tender	10.09.2016 to 10.10.2016 up to 6.00 PM
8.	Date of opening of Technical Bid	18.10.2016 at 3.00 PM in Chamber of ACE-IV, JDA, Jaipur.
9.	Tender Document issued to	M/s

**Executive Engineer-5
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name & Address of the Procuring Entity	Executive Engineer-5, Jaipur Development Authority Address: Room No. NB-FF-112, Extension Building, First Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
Subject Matter of Procurement	Construction of Box Drain and Renewal of road at Bhagwan Marg in Sector-25, Zone-5 Area of JDA.
Bid Procedure	Two part (envelope)(eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment *	Website: www.jda.urban.rajasthan.gov.in For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 1000 (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 1000 (Rupees One Thousand only) ○ Requisite Bid Security Deposit
Estimated Procurement Cost	INR Rs. 10,70,00,000.00 (Rupees Ten Crore, Seventy Lacs only)
Bid Security Deposit	Amount (INR) : 2% (Rs.21,40,000.00) of Estimated Procurement Cost, 0.5% (5,35,000.00) of S.S.I. of Rajasthan, 0.5% (5,35,000.00) 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.
Start/ End Date for Bid Applying, Online Payment and Bid Submission	Start Date: 10.09.2016 at 10.00 AM onwards End Date: 10.10.2016 at 6.00 PM Online payment date 10.09.2016 at 9.30 am to 10.10.2016 at 6.00 pm
Physical BG(Bid Security) Submission Start & Closing Date	13/10/2016 from 9.30 AM to 17/10/2016 upto 4.00 PM
Date/ Time/ Place of Technical Bid Opening	18.10.2016 at 3.00 PM ACE-V, Main Building First Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	120 days from the bid submission deadline
Completion period of work	08 Months
<p>* The amount is to be deposited online by bidder. In case the amount exceeds the online payment limit the payment may be made through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.</p> <p>** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date.</p>	

Note:

1. Bidder (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, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

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 lead, lift etc for the material in his item rate/percentage to be quoted on the rates given in the Schedule 'G'. The work shall be carried out in accordance with the IRC/MORTH, Rajasthan PWD/JDA detailed specification and to the entire satisfaction of the Engineer-In-Charge of the work.

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

The Technical Sanction, specifications, scope of work and drawings 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 testing 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 MORTH/PWD detailed specification. Qualified personnel as required duly approved by JDA shall have to be engaged at site by the contractor at his cost. The JDA reserves the right to engage such staff and recover the wages from the contractor on such account in case of his failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the 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 stipulated period given in the work order and should be completed within the prescribed time period. In case of failure, the contractor shall be Liable for action under the conditions of agreement and special condition of the tender.

SCHEDULE - G: BOQ IS ATTACHED SEPARATELY BASED ON JDA BSR 2016 (BUILDING/ROAD/NH)

SCHEDULE - H: SPECIAL CONDITION: Attached Separately.

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

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

Bid processing fees, Bid documents & Earnest Money is payable by online.

Signature of the Bidder

With full Address

Executive Engineer-5,

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 rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
03. The bidder shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause an audit technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less than that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Wherever any claim against the bidder for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the 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 at 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 affect 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 this 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 period or makes modifications in the rate, 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 and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding he will stand debarred for 6 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, Tar boiler, sprayer etc.
13. The bidder shall arrange his own storage tanks upto 10 Tons capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of bidder provide that work up to the time limit for which they are qualified for bidding can be allotted to them, Therefore, before bidding the bidder will keep this in mind, and submit the details of the work. Bids with incomplete or incorrect information are liable to be rejected.

15. Any material not conforming to the specifications collected at site have to be removed by the bidder within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under 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 and royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the 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 by 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 provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT 2012 and Rules 2013 provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT 2012 and Rules 2013 shall be applicable.**

SIGNATURE OF CONTRACTOR
WITH FULL ADDRESS:

Executive Engineer-5
JDA JAIPUR

JAPUR DEVELOPMENT AUTHORITY, JAIPUR

Other Condition

- 1 TECHNICAL AND FINANCIAL QUALIFICATION CONDITIONS:- The bidder can be an individual (except minor), a Proprietor, partnership firm, registered co-operative society, public or private limited company incorporated under the provisions of Indian Companies Act, 1956. Consortium or Joint Venture is not allowed. The bidder should be legally competent to enter into contract as per prevailing laws. Only those bidders meeting both the following capability criteria will be “Technically Qualified” for the project and will be considered further. This invitation to furnish bid is open to all national or international firms (which include companies, partnerships, proprietary concerns etc.) who are interested in bidding for the project. Any entity which has been barred by the Central/State Government, or any entity controlled by them from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit bid. Bidder should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder.
- 2 Technical Capability
 - i The bidder should have experience of construction urban infrastructure works like Bus Queue Shelter/Street furniture/ steel fabricated installations for the last 3 years.
 - ii The bidder (company or individual director) shall not be blacklisted/debarred from any municipal corporation of the state or by any other Municipal Corporation of India or by any department/board/corporation of GOVT. OF INDIA or of any State Govt. or any PSU and bidder should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder. An affidavit shall be submitted in this regard on a stamp paper of Rs. 100/-
- 3 Financial Capability
 - i Contracting company should have minimum turnover equal to 30% of the estimated value

of the project in last five financial years.

- ii Contracting company should have completed one work of stainless steel Bus Shelter/Similar project of equal or more then the estimated value of the project with some State Govt./Central Govt./Govt. of India undertaking company in last five yeas. Provide completed certificate/copy of final bill showing actual date of completion of the same with work.
- 4 Identify defects & Correction of defects:-
- i The Engineering –in-charge shall give notice to the contractor of any defects before the end of defects liability period/ maintenance period which will be one year after completion. The defect liability period/maintenance shall be extended as long as defects remain to be corrected. Every time notice of a defect is given, the contractor shall correct the notified defect within the limit of time specified by the Engineer-in-charge's notice. If the contractor has not corrected a defect within the time specified in Engineer-in-charge's notice, the Engineer-in-charge will assess the cost of having the defect corrected and the contractor will pay the amount.
 - ii The contractor shall have to provide a field laboratory fully equipped at work site and at hot mix plant for conducting all the relevant tests mentioned in the MORTH & H specification subject to the approval of the Engineer-in-charge or his representative. The record of such tests is to be maintained in proper register duly signed by the contractor or his representative, which will become the property of Deptt. The contractor will bear all the running expenses for conducting such tests. All the tests will be carried in the presence of Engineer-in-charge or his authorized representative. All the entries are to be signed by the contractor and such authorized representative of Engineer-in-charge.
- 5 The quality control tests will be got done by department and the material for such tests will be supplied by the contractor free of cost.
- 6 Vendor / Manufacturing Company should be enlisted with CPWD/BUIDCO/MCG or central or state govt agency in first class category.
- 7 Vendor or manufacturing company need to show completion certificate of STAINLESS STEEL bus shelters of equal or more estimated project value of tender in last 5 years of some State/ central Govt agency.
- 8 Vendor or manufacturer need to submit the completion certificate of the bus shelter/ dustbin project in stainless steel where they have managed multiple sites at one time for supplying, civil work and fixing the structure . Same situation is expected in this project.

- 9 Manufacturer should have sufficient space for manufacturing the bus shelter. All machines and space will be inspect during factory visit.
- 10 The Contractor will have to install display boards at side of work as directed by Engineer-in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
- 11 DLP period of various nature of work amounting more than 25 Lacs has been revised. The time period & Conditions as per order No. D-29 dated 11-03-2016 .
- 12 निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा ऑनलाईन नहीं जमा कराई जावें, सिस्टम द्वारा भी कम/अधिक राशि की बिड स्वीकार नहीं की जावेंगी।.
- 13 अलग-अलग समय में जमा कराई गयी राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
- 14 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।

Executive Engineer -5
JDA, Jaipur

Singnate of Contractor
With full address

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

1. ROAD WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per table-1. Road works executed by the Contracting agency shall be maintained by them at their own cost for Schedule as per table-1 (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, strengthening and renewal works.
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
- (i) Routine maintenance of Road Works,
 - (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the Road Surface with good riding quality and
 - (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after Schedule as per table-1.
- 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 **(a) The routine maintenance activities and their periodicity as per JDA Office order no: JDA/Ex.En.(TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016**

Table-I

S.No.	Type of work	DLP Period
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/ Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii) New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to building structure and other civil works.	5 Years
9	Electric work except maintenance	3 Years
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years

1.7 (b) The routine maintenance activities and their periodicity

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

2. General

2.1 Inspection of works during Defect Liability Period

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

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

The release of SD amount shall be as following table:-

S.No.	Released SD DLP period	1 st year	2 nd year	3 rd year	5 th year
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

- At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.
- Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.

- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but later finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/ 2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
 - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

% recovery on withdrawal of DLP of work order	1 Year	2 Year	3 Year	4 Year	5 Year
DLP period					
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9.00	7.88	6.45	4.62	2.47

Note :- Calculation is to be done on quarterly basis.

- (b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD, same shall be recovered from other works and as per PDR rules. The amount as per Table-III is also to be deducted in addition to this amount.
- (c) Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE's after approval of these periods.

2.2.3 Force Majeure

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

Signature of Bidder
with full address :

Executive Engineer-5
JDA, Jaipur

Defect Liability Period :- The Defect Liability Period shall be 36 Months from the date of issue of completion certificate.

The Defect Liability Period (DLP) for all Bus shelters including civil work, electric & all related works shall be for a period of Three year.

The Defect Liability Period (DLP) for all Bus shelter shall be Three year. Bus shelter work executed by the Contracting agency shall be maintained by them at their own cost for three year (DLP) from the actual date of completion of work.

No extra payment shall be made to the contracting agency on account of maintenance of Bus shelters & removal of defect during Defect Liability Period.

The word" Maintenance of Bus Shelters during Defect Liability Period" means:-

- (i) Routine maintenance of Bus shelters.
- (ii) To remove the defect as & when appear in part and entire structure of Bus shelter, in specified time and keeping the Bus Shelters with good quality.
- (iii) Damages due to improper Handling/Use by public etc.

The contracting agency shall do the routine maintenance of Bus Shelters including civil work, electrical works etc. and keep the entire Bus Shelters 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 year.

The routine maintenance shall consist of the routine maintenance operation shall be carried out accordingly.

The routine maintenance activities and their periodicity:-

S.No.	Name of item/Activity	Frequency of operations in three year
1	All Civil & Electrical works including & all related works, such as Kerb Stone, Flooring & all Signage's Lights.	Quarterly in a month
2	Painting of Kerb Stone	Once in a Six months, generally after rainy season.
3	Polycarbonate roofing, S.S. Chair & railing general conditions.	As and when required.
4	All types of lights and all electrical items and maintenance of S.S. Chair & railing general conditions etc.	As and when required.
5	Damages beyond control of agency.	Damaged part of the Bus Shelters is to be repaired by the agency on the same rates of the contract agreement till DLP period in case of theft or defects arises due to accident.

2. General

2.1 Inspection of works during Defect Liability Period

- 2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of Bus Shelters. 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 Bus Shelters, which are likely to be damaged by any accident.
- 2.1.2 One register has to be maintained by EIC, for recording the inspection details of works in his jurisdiction under defect liability period.

2.2 Conditions regarding Security Deposit

2.2.2 Refund of SD -

The Security Deposit will be release after successful completion of defect liability period of Three year from date of completion of project.

2.2.3 Forfeiture of SD-

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

2.2.4 Force Majeure

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

**Signature of Bidder
with full address :**

**Executive Engineer-5
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

ADDITIONAL SPECIAL CONDITION:-

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

**Executive Engineer-5
JDA, Jaipur**

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

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.

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name:-.....

Designation:-.....

Address:-

Annexure C: Grievance Redressal during Procurement Process

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

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

(1).Filing an appeal:-

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

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

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

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

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

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

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

(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

- (a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing
- (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause I 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 Box Drain and Renewal of road at Bhagwan Marg in Sector-25, Zone-5 Area of JDA.						
Contract No: NIB No. EE-5/05/2016-17						
Bidder Name:		Excess (+)		%		
<u>SCHEDULE OF WORKS</u>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	Earth work in excavation by mechanical means (Hydraulic Excavator)/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sum on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 meter. All kinds of soils	16738.00	cum	111.60	Rupees One Hundred & Eleven and Paise Sixty Only	1867960.80
2.00	Earth, sand, lime, morrum manure or sludge For 5 Km.	16738.00	Cum	45.90	Rupees Forty Five and Paise Ninety Only	768274.20
3.00	CEMENT CONCRETE (CAST-IN-SITU)					
3.10	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).	605.55	Cum	2326.50	Rupees Two Thousand Three Hundred & Twenty Six and Paise Fifty Only	1408812.08
3.20	Providing and laying cement concrete including curing, compaction etc. complete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, levelling course etc up to floor five level excluding the cost of centering and shuttering. M20 grade Nominal Mix 1: 1.5: 3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20mm nominal size).	126.90	Sqm	3567.60	Rupees Three Thousand Five Hundred & Sixty Seven and Paise Sixty Only	452728.44
4.00	Providing and fixing steel gate, grating , and grills made of angles, tees, square bars, flats, or black pipe with holdfast and fittings complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide	173750.00	Kg	66.60	Rupees Sixty Six and Paise Sixty Only	11571750.00
5.00	FORMK WORK Centering & shuttering with plywood or steel sheets including strutting, propping bracing both ways with steel props and removal of formwork for upto floor five level for : 1) Walls (any thickness) including attached pilasters, buttresses plinth and string course.	1269.00	sqm	180.90	Rupees One Hundred & Eighty and Paise Ninety Only	229562.10

Signature of Tenderer with seal

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Bidder Name:		Excess (+)		%		
<u>SCHEDULE OF WORKS</u>						
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Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
6.00	STEEL REINFORCEMENT Providing and fabricating reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding (including cost of binding wire) all complete up to floor five level. 3) Thermo-mechanically Treated bars (Conforming of relevent IS code)	7000.00	Kg	62.10	Rupees Sixty Two and Paise Ten Only	434700.00
7.00	Providing and laying Precast reinforced cement concrete Box culvert section of M-40 grade designed for 'AA' class loading as per IRC specifications including to effect of impact, EQ etc. complete on form base of 200mm thick lean concrete of M-10 grade with aggregate of size 40mm nominal of following internal size the work includes required safety measures construction of drain for diversion of flowing water cost of design of RCC Precast Box and its proof checking from IIT/MNIT Jaipur complete in all respect as per specifications					
7.10	Size 1.00 M x 1.00 M	450.00	R.Mtr	15457.00	Rupees Fifteen Thousand Four Hundred & Fifty Seven Only	6955650.00
7.20	Size 0.60 M x 0.60 M	1400.00	R.Mtr	7519.00	Rupees Seven Thousand Five Hundred & Nineteen Only	10526600.00
7.30	Size 0.75 M x 0.75 M	2800.00	R.Mtr	10218.00	Rupees Ten Thousand Two Hundred & Eighteen Only	28610400.00
8.00	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	3819.38	cum	1071.00	Rupees One Thousand & Seventy One Only	4090550.63

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Contract No: NIB No. EE-5/05/2016-17						
Bidder Name:		Excess (+)		%		
<u>SCHEDULE OF WORKS</u>						
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Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
9.00	Prime Coat Low porosity Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0. 70-1.0 kg/sqm using mechanical means as per MoRD Specification Clause 502	25462.50	sqm	31.50	Rupees Thirty One and Paise Fifty Only	802068.75
10.00	Tack Coat 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.	49462.50	sqm	9.00	Rupees Nine Only	445162.50
10.10	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared dry and hungry bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	24000.00	sqm	10.80	Rupees Ten and Paise Eighty Only	259200.00
10.20	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom as per MoRD Specification Clause 503.	25462.50	sqm	10.80	Rupees Ten and Paise Eighty Only	274995.00
11.00	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) I.ii) In MT	5564.53	P.MT	2722.50	Rupees Two Thousand Seven Hundred & Twenty Two and Paise Fifty Only	15149435.65

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Bidder Name:		Excess (+)		%		
<u>SCHEDULE OF WORKS</u>						
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Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
12.00	Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT & H Specifications Clause 509 complete in all respects for Grading-II (13 mm nominal size) Bitumen (VG-30)	4550.55	P.MT	2934.00	Rupees Two Thousand Nine Hundred & Thirty Four Only	13351313.70
13.00	Painting on Concrete/Steel Surfaces with Epoxy Painting two coats including prime coat with epoxy paint of approved brand on concrete/steel surfaces after through cleaning of surface to give an even shade as per drawing and MoRD Specification Clause 1701	1935.00	sqm	94.50	Rupees Ninety Four and Paise Fifty Only	182857.50
14.00	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.	3740.00	sqm	436.50	Rupees Four Hundred & Thirty Six and Paise Fifty Only	1632510.00
15.00	Granular Sub-base with Well Graded Material (Table 400.1) By Mix in Place Method Construction of granular sub-base by providing i) For Grading I Material	5856.38	cum	400.50	Rupees Four Hundred and Paise Fifty Only	2345478.19
16.00	Construction of solid block masonry of M20 grade solid concrete block having nominal size 400 mm x 200 mm x 200 mm in cement mortar 1:3 upto plinth level with all lead & lift.	795.30	cum	6291.00	Rupees Six Thousand Two Hundred & Ninety One Only	5003232.30
17.00	CAST-IN-SITU CONCRETE Add extra for providing richer mixes respectively at all floor levels 1) Providing M-25 grade concrete by using min 410 kg of cement per cum instead of M-20 grade design mix.	126.90	cum	51.30	Rupees Fifty One and Paise Thirty Only	6509.97

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Bidder Name:		Excess (+)		%		
<u>SCHEDULE OF WORKS</u>						
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Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
18.00	Supply of 'L' type Bollard made out of 1.25 mm thick M.S. sheet height 134 cm, welded in circular type ring section having upper dia 15 cm. and lower dia 21 cm with another attachment of 15x15 cm circular section with 15 cm. face plate and hold fast at bottom, whole body is processed in white stoving enamel and red reflective 3 hands, each of 7.5 cm end one reflective sheet of 15 cm. dia provided to it complete in all respect.	60.00	Each	1435.50	Rupees One Thousand Four Hundred & Thirty Five and Paise Fifty Only	86130.00
19.00	Supply of Swiss type of Hazard marker, made out of 2 mm thick M.S. sheet size of box is 15x15 cm with hold fast at bottom, the body is painted in orange stoving enamel paint with white/high intensity grade micro-prismatic type sheeting, on all four side.	160.00	Each	787.50	Rupees Seven Hundred & Eighty Seven and Paise Fifty Only	126000.00
20.00	Dismantling Kerb Stones by manual means and disposal of dismantled material with all lifts and upto a lead of 1000 m as per MoRD Specification Clause 202.	2800.00	Rmt	5.40	Rupees Five and Paise Forty Only	15120.00
Total Estimated Cost in Figures						106597001.80
Quoted Amount				106597001.80		106597002.00
Quoted Rate in Words		Rupees Ten Crore Sixty Five Lakh Ninety Seven Thousand & Two Only				

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