





JAIPUR DEVELOPMENT AUTHORITY

Room No. MB-GF-35-C Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 Telephone: +91-141-2569696 e.mail: dharmendra.sharma@mailjda.org

No:- JDA/EE-8/2015-16/D- 396

Dated: 16.11.15

NOTICE INVITING BID

NIB No.: EE-8/20/2015-16 JOB No. 250/ 2015-16

Online Bids are invited up-to 6.00 PM of 28.12.2015 for Improvement and widening of Iskcon road from New Sanganer road Terminal Market in zone-8 area in JDA, Jaipur. Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jaipurjda.org.

To participate in the bid, bidder has to be:

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

(Dharmendra Sharma) Executive Engineer-8

JAIPUR DEVELOPMENT AUTHORITY

Room No. MB-GF-35-C Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 Telephone: +91-141-2569696 e.mail: dharmendra.sharma@mailjda.org

No:- JDA/EE-8/2015-16/D-

Dated:

NOTICE INVITING BID

NIB No.: EE-8/20/2015-16

Name & Address of the	➤ Name: Executive Engineer-8, Jaipur Development Authority	
Procuring Entity	➤ Address: MB-GF-35-C Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur-302004 (Rajasthan) ➤ Email:- dharmendra.sharma@mailjda.org	
Subject Matter of Procurement	➤ Improvement and widening of Iskcon road from New Sanganer road Terminal Market in zone-8 area in JDA, Jaipur	
Period of work	>8 Months	
Bid Procedure	➤ Two Part (envelope) tender (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.jaipurjda.org	
Website for online Bid application and payment *	 ➤ Website: www.jaipurjda.org ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. ○ Bidding document fee: Rs. 1000/- Rupees (One Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) Requisite Bid Security Deposit 	
Estimated Procurement Cost	➤ INR 535.00 Lacs (Rupees Five Hundred Thirty Five Lacs only)	
Bid Security Deposit	➤ Amount (INR): 2% (Rs. 10,70,000/-) (For A & AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 2,67,500/-) (For Contractor registered in JDA) for Bidder registered as contractor in JDA, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction	
Pre-Bid	≻N/A	
Start/ End Date for Bid Applying, Online Payment and Bid Submission	➤ Start Date: 28.11.2015 at 9.30 AM onwards ➤ End Date: 28.12.2015 at 6.00 PM	
**Date/ Time/ Place of Technical Bid Opening	> 04.01.2016 at 3.30PM > Room No. CCC-TF-309, Third Floor, Customer Care Building JDA Jaipur	
Date/ Time/ Place of Financial Bid Opening	➤ Will be intimated later to the Technically qualified biders	
Bid Validity	≥ 120 days from the bid submission deadline	

- *The amount is to be deposited online by bidder. In case the amount exceeds the online payment limit the payment may be made through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.
- ** There should be a gap of 3 working days **BETWEEN** End Date for Bid Applying, Online Payment & Bid Submission **AND** Bid opening date.

Note:

- 1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
- 2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
- 3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in
- 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.
- Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
 - Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, JDA, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur
- 7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 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.

Dharmendra Sharma) Executive Engineer-8

Process for Participation & Depositing Payment Online

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

To participate in the bid, bidder has to be:

- Registered on JDA website <u>www.jaipurjda.org</u>(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.jaipurjda.org under <u>eServices</u>>>JDA Tender

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

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	Date & Time:-
Bid Detail	
Bid ID:	Procurement Entity:-
Bid Title:) · · · · · · · · · · · · · · · · · · ·
Bid Value:	Bid Opening Place:
Bidder Detail	
Name of Entity:	Mobile No.:
Registration Type:	Instrument Amount:
Payment Mode:	Payment Channel:
Instrument No.:	Instrument Date:

Dates Detai	1	
Sr. No.	Event Name	Event Date
1	Publishing Date	
2	Bid Opening Date	

Specific Instrument for eProc Rajasthan Instrument Type			
Instrument Number	Head Name	Amount	Date
	Tender Fee RISL Processing Fee Bid Security Deposit		
Issuer Detail: Jaipur D	evelopment Authority	Challan Numb	er:

Jaipur Development Authority

Bid Participation Receipt

Date & Time : 09/06/2015 05:13 PM

Bid Detail

Bid Id : 6215152001

Procurement Entity: xxxxxxxxxxxxxxxx

Bid Title : Testing Bid Value: 300000

Bid Opening Place: Manthan Hall, Jaipur Development Authority

Bidder Detail

XXXXXXXXXX

Mobile

9829012345

Name of Entity Registration Type

Sr. No.

Individual

Instrument Amount 32500 00

Online UTR Payment Mode

Payment Channel Payment Gateway ICICI Branch - JDA

456123789 Instrument Nó

Instrument Date :

17-06-2015

Dates Detail

Event Name Publishing Date **Event Date**

01 06 2015 01 00 PM

Bid Opening Date

01 07 2015 03 00 PM

Specific Instrument Detail for eProc Rajasthan

Instrument Type:

Instrument Number Head Name

Amount

10000

Tender Fee RISL Processing Fee 400 00 1000 00 05/06/2015 05 06 2015

10001 10002

Bid Security Deposit

30,000 00

Issuer Detail: Jaipur Development Authority

ChallanNumber: 641515600014

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID (POTENTIAL ASSESSMENT)

Envelope 1

FOR

Improvement and Widening of Iskcon road from New Sanganer road Terminal market in zone-8 area in JDA, Jaipur.

Sale of Tender document

: 28.11.2015 at 9.30 AM to 28.12.2015 up to 6.00 PM

Date & Time of receiving tender: 28.11.2015 at 9.30 AM to 28.12.2015 up to 6.00 PM

Date of opening of Technical bid:

On 04.01.2016 AT 3.30 PM (CCC-TF-309, Third Floor,

CC Building, JDA, Jaipur.)

NAME OF AGENCY ----

EXECUTIVE ENGINEER ZONE -8 JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

GENERAL DETAILS OF TENDER:

1.	NIT No.	EE-8/20/2015-16	
2.	Name of the work	Improvement and Widening of Iskcon road from New Sanganer road Terminal marke in zone-8 area in JDA, Jaipur	
3.	Estimated Cost	Rs. 535.00 Lacs	
4.	Cost of the Tender Document and Processing fees Online	Rs. 1000.00 (In Favour of Secretary, JDA, Jaipur. Online) Rs. 1000.00 (In Favour of M.D. RISL, Jaipur Online)	
5.	Earnest Money Online	Rs. 2,67,500.00/-for Conctractors enlisted in JDA (Online) Rs 10,70,000.00/- for AA class Contrac tor enlisted in other Govt. Departements. (Online)	
6.	Completion Period	08 Months.	
7.	Sales of Tender	28.11.2015 at 9.30 AM to 28.12.2015 up to 6.00 PM	
8.	Date of submission of the Tender	28.11.2015 at 9.30 AM to 28.12.2015 up to 6.00 PM	
9.	Date of opening of Technical Bid	On 04.01.2016 at 3.30 PM (CCC-TF-309, Third Floor, CC Building, JDA, Jaipur.)	
10.	Date of opening of Financial bid	Success full technical bidder Will be informed later on	
11.	Tender Document issued to	M/s	

EXECUTIVE ENGINEER (ZONE-8)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

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JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of Work:- Improvement and Widening of Iskcon road from New Sanganer road Terminal market in zone-8 area in JDA, Jaipur

1. NIB No. : EE-8 /20/2015-16

2. Approximate cost : Rs.535.00 Lacs

3. Cost of the Bid document online : Rs. 1000.00 (In favour of Secretary, JDA, Jaipur. online)

4. Processing fees Online : Rs. 1000.00 (In Favour of M.D. RISL, Jaipur, online)

5. Earnest Money Online : Rs. 2,67,500.00/- for Conctractors enlisted in JDA online

. Rs 10,70,000.00/- for AA class Contrac tor enlisted in

other Govt. Departements online.

6. Sale of Tender document : . 28.11.2015 at 9.30 AM to 28.12.2015 up to 6.00 PM

7. Date & Time of receiving tender : . 28.11.2015 at 9.30 AM to 28.12.2015 up to 6.00 PM

8. Date & Time of opening Bid : . 04.01.2016 at 03.30 AM in the CCC-TF-309, Third Floor,

CC Building, JDA, Jaipur.

9. Completion period of work : Eight (08) Months

SCHEDULE - A: INFORMATION USEFUL FOR THE CONTRACTORS:

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

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

The drawing may be seen in office of the undersigned.

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

SCHEDULE - D: TEST OF THE MATERIALS:

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

SCHEDULE - E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

The work should start within 10 days of issue of work order and complete within times limits.

SCHEDULE - G: ATTACHED SEPARATELY BASED ON BSR PWD 2013, JAIPUR.

SCHEDULE - H: SPECIAL CONDITION: Attached Separately.

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

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

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

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

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

Date of submission of Bid Cost, Process Cost & EMD upto 28.12.2015 upto 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid applying, Online payment & Bid submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

Signature of the Contractor With full Address

Executive Engineer Zone-8 JDA, Jaipur.

SPECIAL CONDITIONS

SCHEDULE 'H'

- 01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level /cost.
- 02. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
- 03. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule1971.
- 04. The JDA shall have right to cause an audit technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 6or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
- The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 6. Wherever any claim against the contractor for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor, In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
- The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
- By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
- 9. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
- All transaction in this execution of this work and this tender will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
- 11. If any tender withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rate, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has

- to be put to retendering he will stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
- The contractor shall arrange his own machinery required for the work such as Bitumen Mixer,
 Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
- 13. The contractor shall arrange his own Storage tanks up to 10 tones capacity for strong bulk bitumen. Wherever supplied by the department.
- 14. Rules regarding enlistment of contractor provide that work up to the times limit for which they are qualified for tendering can be allotted to them, Therefore, before tendering the contractor will keep this in mind, and submit the details of the work. Tenders 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 contractor 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 contractor after expiry of 3 days period's
- 16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
- 17. The rates provided in tender documents are inclusive of all Taxes and royalty
- 18. For payer work at lest 3 road rollers shall be simultaneously deployed.
- Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
- 20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
- Undersigned has full right to reject any or all tenders without given any reasons.
- 22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
- 23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the etc."
- Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.
- 25. The tenderer are required to submit copy of their enlistment as contractor.
- 26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
- Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
- 28. The bidder will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
- All the provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and

Rules, 2013 provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

30. If any bidder quotes a rate below than the schedule "G" rates, i.e. rates below than at par, then the bidder has to deposit the difference amount i.e. amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within 14 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/ actual date of completion. In case of non deposition of the same in specified period, the 2% Bid security will be forfeited. In case work is not completed satisfactorily, the work performance security will be forfeited along with Bid security."

SIGNATURE OF CONTRACTOR
With full address & mobile

Executive Engineer -8 JDA, Jaipur

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

Rs. 25.00 Lacs and more

1. ROAD WORKS

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

1.7 The routine maintenance activities and their periodicity

S. No.	Name of Item/Activity	Frequency of operations in one year	
1	Restoration of rain cuts and dressing of berms.	of Once in a year, generally after rains.	
2	Making up of shoulders.	As and when required.	
3			
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 once in every one & half years.	
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting once in every one & half years. Ordinary Paint Maintenance as and when required. Repainting thrice in every years.	

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.
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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 Security Deposit will be release in the following stages after satisfactory performance certificate issued by Engineer-In-Charge:-S.No.

1 After completion of one year

20% of SD Amount

2 After completion of two year

20% of SD Amount

3 After completion of three year

Remaining 60% of SD Amount

2.2.3 Forfeiture of SD

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

2.2.4 Force Majeure

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

Part D

As per Office Order No.JDA/TA to D(E)/2010 2011/D-1138 dated 27.10.2010 issued by Director (Engg.) are as follows:-

- Along with maintenance of road, the maintenance items for the existing storm water drain along with the
 road which includes required repairs, frequent desilting, removal of obstruction in the flow of water if any,
 disposal of the storm water to the further disposal drain etc. will be included in the "G" Schedule of the
 work.
- 2. If no drainage is existing them construction of storm water drain with proper disposal will also be included in the project/ work which will also be covered under Defect Liability Period.
- 3. If construction of drainage is not feasible along the road, still the road will be covered under Defect Liability Period clause.

SIGNATURE OF CONTRACTOR With full address & mobile

Executive Engineer -8 JDA, Jaipur

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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 no have a Conflict of Interest.

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

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

	relation to my/our Bid submitted to	ng Bids NoDatedI/we
l.	I/we possess the necessary professional, technical competence required by the Bidding Document issued	by the Procuring Entry;
2.	I/we have fulfilled my/our obligation to pay such of government or any local authority as specified in the B	
3.	I/we are not insolvent, in receivership, bankrupt or administered by a court or a judicial officer, not have the subject of legal proceedings for any of the foregoin	being wound up, not have my/our affairs my/our business activities suspended and not
4.	I/we do not have, and our directors and officers not he related to my/our professional conduct or the making of my/our qualifications to enter into a procurement continue the commencement of this procurement process, or not debarment proceedings;	have, been convicted of any criminal offence of false statements or misrepresentations as to tract within a period of three years preceding
5.	I/we do not have a conflict of interest as specified ir which materially affects fair competition;	the Act, Rules and the Bidding Document,
Data		Simon of hidden
Date		Signature of bidder
Plac		Name:
		Designation:

Address:

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is:- E.C.

The designation and address of the Second Appellate Authority is Nominated by:-ACS/Pr.Secy. 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 though 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 of second appellate authority, as the case may be shall-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

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 biding 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 50% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. It 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.

FORM No. 1 [see rule 83]

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

Appeal	No	.of	Before
	(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 recovered out(s).		
	Name and address of the respondent(s):		
	(i) (ii)		
	(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:		
	e) when me appearant to applie to a		
4-	If the Appellant propose to be represented by		
	a representative the name and postal address		
	of the representative:		
	принятили в в С		
5-	Number of affidavits and documents enclosed		
	with the appeal:		
	1905	ā	
	Grounds of appeal:		
	(Supported by an affidavit)		5
7-	Prayer:		
Place :.			
Date : .			
		Appellant's Signature	

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITIONS OF CONTRACT POTENTIAL ASSESSMENT OF CONTRACTORS

Name of Work: :- Improvement and Widening of Iskcon road from New Sanganer road Terminal market in zone-8 area in JDA, Jaipur

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

Procedure:

- 1. Procedure for POTENTIAL ASSESSMENT would be as follows:
- (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 2 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 contractor 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 contractor in required category are found to be in order. The Tender fee, processing fee and earnest money will deposited Online on or before 28/12/2015 At 6.00 PM
- (c) The Technical bid Envelope would be opened on 04.01.2016 at 03.30 AM in the CCC-TF-309, Third Floor, CC Building, JDA, Jaipur.
- (d) The Financial Bid Envelope would be opened only of those bidders who will fulfill the POTENTIAL ASSESSMENT criteria.

Note :-

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

2. Criteria:

a) Criteria for POTENTIAL ASSESSMENT would be as follows:-

The bidder should have executed following quantities of work in any one financial year of the last five financial years. However the bidder may opt. the current year (2015-16) in the said financial assessment period.

S.No.	Item	Quantity
1	Earth Work	6160.00 Cum
2	GSB/WBM/WMM	4928.00 Cum
3	BT work by paver	3191.00 MT

Note :-

- (i) The Bidder should enclose the certificate having quantities Financial year wise other wise the certificate will not be considered.
- (ii) Quantities of all the items mentioned in criteria 2 (a) should be executed in one financial year.
- (iii) Certificate issued by Govt. of India, State Govts., Union Territory, Govt. Undertakings, Autonomous Bodies shall only be considered.
- b) The bidder should have completed at least one work of similar nature of work in last five Financial years (including current year, if opted by the bidder) of the value not less than 33.33% (Rs 178.31 Lacs) of the cost of the work (bid cost) updated to present price level)

Note:-

- (i) The starting & completion date of the work is to be in between above said financial year. If no then maximum work (70%) is to be completed in above said financial year.
- (ii) If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.
- c). The bidder should have achieved an annual financial turnover of at least 33.33% (Rs 178.31 Lacs) of the Estimated cost of work (bid cost) any one of the last five financial year years (including current year, if opted by the bidder).

Note :-

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

The available bid capacity will be calculated as under:

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. The current year in the above said five years assessment period.

N = Number of year prescribed for completion of the work for Which bids are invited. In present case the value of N is 0.67

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: Bidders should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The max value (updated at the present price level) of Disputed Amount claimed in Litigation/Arbitration resulting from contracts executed in last five years shall be furnished in Schedule VI.

Note :-

(i) The present price level for turnover, cost of completed work & disputed amount of similar nature, the previous years value shall be given weightage of 10% per year as follows:-

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

3. Documentation:

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

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

4. Important:

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

5. Rejection of bids

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

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

EXECUTIVE ENGINEER (ZONE-8)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

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SPECIAL CONDITION:-

- 1. The constructed roads shall be under defect liability period of the agency executing the work for 3 years after actual date of completion of work.
- 2. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
- 3. The agency shall make available all testing equipment required at plant and site.
- 4. The agency shall deploy Engineers and Technical staff, as required at plant and site. In case of failure, JDA shall engage and deduct the actual salaries from payment due.
- 5. In case some agency stands L1 in more then one work and the rate is considered to be reasonable then while computing the bid capacity the value of work (choice of work will be given by agency) will be included as liability on the part of agency for the purpose of evaluating bid capacity for the other works.
- 6. III party supervision of QC shall be followed in the works.
- Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
- 8. Agency to take levels of road jointly with Engineer In Charge before execution the work at his own cost and get the final levels approved from Engineer In Charge before execution.
- 9. Agency shall video graph and photograph the road before, during process and after renewal at his own cost. The during process photographs showing machinery, testing etc. shall be part of bills.

Executive Engineer (Zone -8)
JDA, Jaipur

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Signature of contractor with Full address.

SCHEDULE - I

FINANCIAL RESOURCES AND CAPABILITY

(Reference Clause 3 (a))

(1)	OACHUR STON	
	(2015-16)	
(2)	(2014-15)	
(3)	(2013-14)	
(4)	(2012-13)	
(5)	(2011-12)	
(6)	(2010-11)	
3.4.	, ,	arred from tendering for Central Government / any State ment undertaking?
	Yes / No if yes give detai	ls.
5.	Has bidder ever been decla	ared insolvent?
	Yes/No if yes give details	4
6.	Name(s) and Branch/(s) for	bidder's Bankers:
ereby o	certify that the above inform	nation is correct to the best of my/our knowledge and belief

SCHEDULE - II

[Reference clause 3(b)]

Page No. Where certified copies enclosed		
ž.	B.T work by Paver	
Principal Items of work	GSB/WBM/ WMM	
	Earth Work	
Financial	Year	
Place	(district/State)	
Client		Λ
Name of Works (With agreement No. & Date)		
s,	Š	

Signature of Bidder

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

Signed Photograph of Applicant

To be given on Non-Judicial Stamp

Paper of Rs. 10/- only,

SCHEDULE - III [Reference Clause 3(d)]

AFFIDAVIT

	I/We		Proprietor/Partner/Authorized	signatory	of
M/s		under ta	ke the oath that I/We will deploy th	ne machinery	and
equipme	ent listed	below as and when required in the executi	ion of this work.		

S.	Name of Machinery	Minimum	Availability		
No		Requirement	Owned	leased	
1	Fully Automatic computerized batch Type HMP (Owned/lease)	1 No.			
2	Vibratory Roller / Tandem Roller (Owned/lease)	1 No.			
3	Two lane wide sensor paver (Owned/lease)	1 No.			
4	Static Roller (Owned/lease)	2 No.			
5	Pneumatic Tyre Roller (Owned/lease)	I No.			
6	Bitumen sprayer (Owned/lease)	1 No			
7	Motor grader (Owned/lease)	1 No			
8	Tractor/ Truck / Dumper/ Tipper/Transit mixer (Owned or lease)	12 No			
9	Compressor (Owned or lease)	1 No			
10	Generator set (Owned or lease)	2 No.			
11	J.C.B. (Owned/lease)	2 No.			
12	Total Station(Owned/lease)	1 No.			
13	Auto Level Instrument With Stand & Staff (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)

Note:

The applicant has to enclosed a self attested photo identity card with the above affidavit.

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

Page No. Where Certified Copies						
Value of work done during the year						
Stipulated date of completion				*		
Stipulated date of commencement						
Cost of Work as per Work Order			7			
Financial Year	8					
Place (district / state)						
Client						
Name of Works (with agreement No. & Date)						
κ <mark>δ</mark>						

SCHEDULE - V

[Reference Clause 3(F)

DETAILS OF EXISTING COMMITMENTS & ONGOING WORKS TO BE COMPLETED

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

SCHEDULE VI

[Reference Clause 3(g)]

	Cause of litigation & matter in dispute	* I
CTS	Actual Award amount, if the case is decided.	
ON CONTRA	Date of raising Disputed Amount	»
LITIGATION OR ARBITRATION CONTRACTS	Disputed amount claimed in litigation/ arbitration	
TIGATION O	Work order Amount	
DETAILS OF LI	Client	
DETA	Name of works (With agreement No. & date)	
	S. No	

SCHEDULE -VII

[Reference Clause 3(h)]
BID CAPACITY

	Н
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a	,
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τ	3
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4-7	

Certified details enclosed at Page No		Certified details enclosed at Page No.
Lacs	0.67	Lacs
A = Maximum value of civil Engineering works Executed in any one year during the last five Years (Updated to present price level)	N = Number of years prescribed for completion of the Work for which bids are invited i.e. 08 months.	B = Value, at present price level of existing Commitments and on going works to be Completed during the next 08 months.
<u> </u>	2.	3.

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

ANNEXURE-

(Reference clause 3 (i))

not	
F P	
nec	
Sig	
	Signed Photo

To be given on Non-Judicial stamp Paper of Rs. 10/- only

AFFIDAVIT

1/We.......Proprietor/ Partner/ Authorized signatory of M/s under take the oath that the information furnished by me/us in schedule I to VII of the assessment Bid for. Improvement and Widening of Iskcon road from New Sanganer road Terminal market in zone-8 area in JDA, Jaipur. is correct to the best of my/our knowledge. If any information is found to be incorrect JDA has right to reject the Bid and to take action against me/us as per

Proprietor/ Partner/ Authorized signatory

......

The applicant has to enclosed a self attested photo identity card with the above affidavit

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Envelope No. 2

FINANCIAL BID

FOR

Improvement and Widening of Iskcon road from New Sanganer road

Terminal market in zone-8 area in JDA, Jaipur

Sale of Tender document

28.11.2015 at 9.30 AM to 28.12.2015 up to 6.00 PM

Date & Time of receiving tender:

28.11.2015 at 9.30 AM to 28.12.2015 up to 6.00 PM

Date of opening of Technical bid

On 04.01.2016 AT 03.30 AM (CCC-TF-309,

Third Floor, CC Building, JDA, Jaipur.)

NAME OF AGENCY -----

EXECUTIVE ENGINEER
ZONE –8
JDA, Jaipur.



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

GENERAL DETAILS OF TENDER:

1.	NIT No.	EE-8 /20/2015-16
2.	Name of the work	Improvement and Widening of Iskcon road from New Sanganer road Terminal market in zone-8 area in JDA, Jaipur
3.	Estimated Cost	Rs. 535.00 Lacs
4.	Cost of the Tender Document and Processing fees Online	Rs. 1000.00 (In Favour of Secretary, JDA, Jaipur. Online) Rs. 1000.00 (In Favour of M.D. RISL, Jaipur Online)
5.	Earnest Money Online	Rs. 2,67,500.00/-for Conctractors enlisted in JDA (Online) Rs 10,70,000.00/- for AA class Contrac tor
		enlisted in other Govt. Departements. (Online)
6.	Completion Period	08 Months.
7.	Sales of Tender	28.11.2015 at 9.30 AM to 28.12.2015 up to 6.00 PM
8.	Date of submission of the Tender	28.11.2015 at 9.30 AM to 28.12.2015 up to 6.00 PM
9.	Date of opening of Technical Bid	On 04.01.2016 at 03.30 AM (CCC-TF-309, Third Floor, CC Building, JDA, Jaipur.)
10.	Date of opening of Financial bid	Success full technical bidder Will be informed later on
11.	Tender Document issued to	M/s

EXECUTIVE ENGINEER (ZONE-8)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

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JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of Work:- Improvement and Widening of Iskcon road from New Sanganer road Terminal market in zone-8 area in JDA, Jaipur

1. NIB No. : EE-8/20/2015-16

2. Approximate cost : Rs.535.00 Lacs

3. Cost of the Bid document online : Rs. 1000.00 (In favour of Secretary, JDA, Jaipur. online)

4. Processing fees Online : Rs. 1000.00 (In Favour of M.D. RISL, Jaipur. online)

5. Earnest Money Online : Rs. 2,67,500.00/- for Conctractors enlisted in JDA online

. Rs 10,70,000.00/- for AA class Contrac tor enlisted in

other Govt. Departements online.

6. Sale of Tender document : 28.11.2015 at 9.30 AM to 28.12.2015 up to 6.00 PM

7. Date & Time of receiving tender : . 28.11.2015 at 9.30 AM to 28.12.2015 up to 6.00 PM

8. Date & Time of opening Bid : . 04.01.2016 at 03.30 AM in the CCC-TF-309, Third Floor,

CC Building, JDA, Jaipur.

9. Completion period of work : Eight (08) Months

SCHEDULE - A: INFORMATION USEFUL FOR THE CONTRACTORS:

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

SCHEDULE – B: LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR: The drawing may be seen in office of the undersigned.

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

SCHEDULE - D: TEST OF THE MATERIALS:

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

SCHEDULE - E: SAMPLES OF THE MATERIALS:

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

SCHEDULE - F: TIME OF COMPLETION:

The work should start within 10 days of issue of work order and complete within times limits.

SCHEDULE - G: ATTACHED SEPARATELY BASED ON BSR PWD 2013, JAIPUR.

SCHEDULE - H: SPECIAL CONDITION: Attached Separately.

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

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

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

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

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

Date of submission of Bid Cost, Process Cost & EMD upto 28.12.2015 upto 6.00 PM through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid applying, Online payment & Bid submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

Signature of the Contractor With full Address

Executive Engineer Zone-8 JDA, Jaipur.

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SPECIAL CONDITIONS

SCHEDULE 'H'

- 01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level /cost.
- 02. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
- The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule1971.
- O4. The JDA shall have right to cause an audit technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 6 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
- The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 6. Wherever any claim against the contractor for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor, In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
- The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
- By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
- No conditions are to be added by the contractor and conditional tender is liable to be rejected.
- All transaction in this execution of this work and this tender will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.

- 11. If any tender withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rate, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has to be put to retendering he will stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
- The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
- 13. The contractor shall arrange his own Storage tanks up to 10 tones capacity for strong bulk bitumen. Wherever supplied by the department.
- 14. Rules regarding enlistment of contractor provide that work up to the times limit for which they are qualified for tendering can be allotted to them, Therefore, before tendering the contractor will keep this in mind, and submit the details of the work. Tenders 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 contractor 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 contractor after expiry of 3 days period's
- 16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
- 17. The rates provided in tender documents are inclusive of all Taxes and royalty
- 18. For paver work at lest 3 road rollers shall be simultaneously deployed.
- 19. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
- 20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
- 21. Undersigned has full right to reject any or all tenders without given any reasons.
- Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
- 23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the etc."
- Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.
- 25. The tenderer are required to submit copy of their enlistment as contractor.

- 26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
- Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
- 28. The bidder will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
- 29. All the provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
- 30. If any bidder quotes a rate below than the schedule "G" rates, i.e. rates below than at par, then the bidder has to deposit the difference amount i.e. amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within 14 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/ actual date of completion. In case of non deposition of the same in specified period, the 2% Bid security will be forfeited. In case work is not completed satisfactorily, the work performance security will be forfeited along with Bid security."

SIGNATURE OF CONTRACTOR
With full address & mobile

Executive Engineer -8 JDA, Jaipur

Special Conditions of Contract regarding Defect Liability Period (DLP) for

Roads works costing Rs. 25.00 Lacs and more

1. ROAD WORKS

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

1.7 The routine maintenance activities and their periodicity

S. No.	Name of Item/Activity	Frequency of operations in one year		
1 Restoration of rain cuts and dressing of berms.		Once in a year, generally after rains.		
2	Making up of shoulders.	As and when required.		
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.		
4	Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not)	•		
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting once in every one & half years.		
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting once in every one & half years. Ordinary Paint		



	Ě	Maintenance as and when required Repainting thrice in every years.		
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 Security Deposit will be release in the following stages after satisfactory performance certificate issued by Engineer-In-Charge:-S.No.

1 After completion of one year 20% of SD Amount 2 After completion of two year 20% of SD Amount

3 After completion of three year Remaining 60% of SD Amount

2.2.3 Forfeiture of SD

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

2.2.4 Force Majeure

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

Part D

As per Office Order No.JDA/TA to D(E)/2010 2011/D-1138 dated 27.10.2010 issued by Director (Engg.) are as follows:-

1. Along with maintenance of road, the maintenance items for the existing storm water drain along with the road which includes required repairs, frequent desilting, removal of obstruction in the flow of water if any, disposal of the storm water to the further disposal drain etc. will be included in the "G" Schedule of the work.

 If no drainage is existing them construction of storm water drain with proper disposal will also be included in the project/ work which will also be covered under Defect

Liability Period.

 If construction of drainage is not feasible along the road, still the road will be covered under Defect Liability Period clause.

SIGNATURE OF CONTRACTOR
With full address & mobile

Executive Engineer -8 JDA, Jaipur

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SPECIAL CONDITION:-

- The constructed roads shall be under defect liability period of the agency executing the work for 3 years after actual date of completion of work.
- 2. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
- 3. The agency shall make available all testing equipment required at plant and site.
- 4. The agency shall deploy Engineers and Technical staff, as required at plant and site. In case of failure, JDA shall engage and deduct the actual salaries from payment due.
- 5. In case some agency stands L1 in more then one work and the rate is considered to be reasonable then while computing the bid capacity the value of work (choice of work will be given by agency) will be included as liability on the part of agency for the purpose of evaluating bid capacity for the other works.
- 6. III party supervision of QC shall be followed in the works.
- 7. Agency shall have to submit a work plan, which shall be adhered to and shall be penalized in case of delay.
- 8. Agency to take levels of road jointly with Engineer In Charge before execution the work at his own cost and get the final levels approved from Engineer In Charge before execution.
- 9. Agency shall video graph and photograph the road before, during process and after renewal at his own cost. The during process photographs showing machinery, testing etc. shall be part of bills.

Executive Engineer (Zone -8)

JDA, Jaipur

Signature of contractor with Full address.

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

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit 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 no have a Conflict of Interest.

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

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

procu No	elation to my/our Bid submitted to
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 payble 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:- E.C.
The designation and address of the Second Appellate Authority is Nominated by:- ACS/Pr.Secy. UDH.

(1) Filing an appeal:-

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

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

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

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

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

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

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

(5) Form of Appeals:-

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or though 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 nonrefundable.
- (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 of second appellate authority, as the case may be shall-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

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 biding 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 50% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. It 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.

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.

FORM No. 1 [see rule 83]

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

Appe	eal Noof	Before
	(First/Second Appenate auti	ionty)
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	<i>i</i>	
		Appellant's Signature

Tender Inviting Authority: Jaipur Development Authority, Jaipur. Name of Work: Improvement and Widening of Isckon road New Sanganer road Terminal Market in zone-8 area in JDA, Jaipu									
		1002/2100/00/70				PRINT			
Contrac Bidder Name:	t No: NIT No. 20 /2015-16	Y		Excess (+)		% HELP			
	2 Tarrente apragamento a grandosco	SCHEDU		ORKS					
SI. No.	Description of work	No. or Qty.	Unit	Figure	Estimated Rate Words	AMOUNT Rs. P			
1.00	Scarifying the existing bituminous road surface to a depth of 150 mm and disposal of scarified material with a lift upto 3 m and lead upto 1000 m as per MoRD Specification Clause 301.4.	Repend E	Sqm	5.75	Rupees Five and Paise Seventy Five Only	22770.00			
2.00	Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections, and transporting to the embankment location with a lift upto 1.5 m and lead upto 1000 m as per MoRD Specification Clause 302.3		Cum	29.00	Rupees Twenty Nine Only	535920.00			
3,00	Carriage of earth sand lime, morrum or sludge etc. including loading unloading with a lead of 5 km	18480.00	Cum	12.00	Rupees Twelve Only	221760.00			
4.00	Construction of Gravel / Soil Aggregate Subbase/Base by providing well graded material of nominal maximum size grading 80 mm as per Table 2.3 of IRC SP 77-2008, spreading in uniform layers with tractor mount appropriate grading arrangements on prepared surface, mixing by mix in place method at OMC with tractor mount appropriate rotavator attachment and compaction with three wheel 80-100 KN Static Roller capacity to achieve the desired density complete as per specifications contained in Para 2.2, 3.6 and 3.7 of IRC SP 77-2008	(8)	Cum	590.00	Rupees Five Hundred & Ninety Only	3115200.00			
5.00	Construction of granular sub-base by providing well graded material, spreading in uniform layers with Tractor Mount Grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per MoRD Specification Clause 401. For Grading III Material		Cum	390.00	Rupees Three Hundred & Ninety Only	1029600.00			
6.00	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared subbase 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		Cum	1190.00	Rupees One Thousand One Hundred & Ninety Only	8168160.00			

*	Tender Inviting A	uthority: Jai	pur Dev	elopment Auth	nority, Jaipur.	- Owner
Name o	Work: Improvement and Widening of Isckon roa	d New Sang	aner roa	id Terminal Ma	arket in zone-8 area in JDA, J	PRINT
	t No: NIT No. 20 /2015-16					
Bidder Name:				Excess (+)		% HELP
Name.		SCHEDU	LE OF V	VORKS		
SI. No.	Description of work	No. or Qty.	Unit		Estimated Rate	AMOUNT Rs. P
				Figure	Words	
7.00	Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per MoRD Specification Clause 502		Sqm	35.00	Rupees Thirty Five Only	924000.00
8.00	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.		Sqm	10.00	Rupees Ten Only	534000.00
9.00	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom as per MoRD Specification Clause 503.		Sqm	12.00	Rupees Twelve Only	316800.00
10.00	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)		МТ	3025.00	Rupees Three Thousand & Twenty Five Only	13775850.00
11.00	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-		МТ	3260.00	Rupees Three Thousand Two Hundred & Sixty Only	16363896.00

Ten	der Inviting Authority: Jaipur Development Authority, Jaipur.	
Name of Work: Improvement and Widening	of Isckon road New Sanganer road Terminal Market in zone-8	area in JDA, Jaipu A VALIDATE PRINT
Contract No: NIT No. 20 /2015-16		
Bidder Name:	Excess (+)	% HELP

Name:		SCHEDU	LE OF W	ORKS		
SI.	Description of work .	No. or	Unit		Estimated Rate	AMOUNT
No.	, a	Qty.		Figure	Words	Rs. P
12.00	Providing and Erecting typical Citizen's information Board as per approved drawing & specification of MORD made of two MS sheet of 1.6 mm thick each of size 900mm x 750mm stiffend by angle iron 25mmx25mm x 3mm all around the plate & plates fixed on frame of 75mm dia pipe of 12 SWG sheet (vertical post 3050 mm with angle holdfasts and horizontal member 900mm) to be joined by embedded in cement concrete M-15 grade of block of 600mmx 600mm x 750 mm size below ground level as per enclosed drawings & as directed by Engineering incharge. All MS will be stove anmeled on both side lettering. Figuring and border will be with ready mixed synthethic enamel paint of superior quality in required shade and colour etc complete in all respect. All sections of framed post and steel tube will be painted with primer and two coat of epoxy paint as per drawing and as per MoRD Specification		Each	7900.00	Rupees Seven Thousand Nine Hundred Only	79000.00
13.00	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.		Sqm	- 485.00	Rupees Four Hundred & Eighty Five Only	1600500.00
14.00	Supplying & Fixing Direction and place identification sign board made out of 2 mm thick M.S. sheet framed to angle iron 40x40x5 mm and two vertical posts of angle iron of size 65x65x6 mm 3 meter long with hold fasts, stove enameled paint reflective letter symbol complete of size.		Each	4195.00	Rupees Four Thousand One Hundred & Ninety Five Only	41950.00
15.00	Supplying & Fixing route Marker reflective sign boards consisting of shield marked on M.S. flat 14 gauge of size 40 x 60 cm and definition plate of 30 x 25 cm, 14 gauge, fixed on mild steel posts of 1 Iron or Angle Iron for NH/SH:		Each	1700.00	Rupees One Thousand Seven Hundred Only	17000.00
16.00	Providing and fixing reinforced concrete precas kerb stone of dand R.Mtr of M-20 grade cemen concrete 120 cm long having 4 Nos. bars of 8 mm dia hysd and stirrups 6 nos of 6 mm dia as per 15 with in built provision of interlocking of jointing and lifting compaction of reinforced concrete by mechanical and table vibrators jointing at site with cement mortar 1:4 complete in all respect a directed by Engineer incharge on: 100 mm thick cement concrete 1:4:8 (1 cement: 4 Coarse sand: 3 stone aggregate 20 mm thick nominal size including excavtion of earth and cutting of BT roac cutting of WBM road etc. and disposal of surplu material with all lead and lift. The size of kerb shall be (11.5+16.5)/2*30+(16.5*7.5)	t n S 2 y n s k 8) d s	Rmt	617.00	Rupees Six Hundred & Seventeen Only	5429600.00

Name of	Work: Improvement and Widening of Isckon roa	2 (10 W 04 Hg					PRINT
Contrac	t No: NIT No. 20 /2015-16						- IFG- District on the last
Bidder Name:				Excess (+)		•	HELP
		SCHEDU	LE OF V	VORKS			
SI. No.	Description of work	No. or Qty.	Unit	Estimated Rate			AMOUNT Rs. P
All the state of t				Figure	Words		F 1000 11
17.00	Supplying of Cat's Eye made of aluminium alloy size 75x100x22 mm having 21 biconvex lenses embedded in circular disk of ABS plastic on each side.		Each	200.00	Rupees Two Hundred	Only	1173600.00
Total Es	timated Cost in Figures						53349606.00
Quoted	Amount	y _			5334960	6.00	53349606.00
Quoted Rate in Words		Rupee	s Fiv		rty Three Lakh Fort ndred & Six Only	y Nin	e Thousand Six

(JEH)

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