

JAIPUR DEVELOPMENT AUTHORITY

Room No. 101, Ist Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 PBX 1101 E-mail: vivjda@gmail.com

NO:JDA/EE (P-1)/2016-17/D-241

Dated 15/06/2016

NOTICE INVITING BID

NIB No.: EE (P-1)/2016-17/NIB-5

Name & Address of the Procuring Entity	□ Name: Executive Engineer, Project-1, Jaipur Development Authority □ Address: Room No. 101, Ist Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
	☐ Email: vivjda@gmail.com
Subject Matter of Procurement	Renewal and repairing of BRTS corridor on Sikar road, from C-Zone bye-pass to Panipech, zone - BRTS (Project-1), JDA, Jaipur. (Various General maintenance and road furnishing work excluding Bituminous work)
Time Period	6 Months
Bid Procedure	Single bid open competitive E bid procedure at eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	□ Websites: www.sppp.rajasthan.gov.in, www.jaipurjda.org, http://eproc.rajasthan.gov.in
Website for online bid payment.	□ Website: www.jaipurjda.org □ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, online only. o Bidding document fee: Rs. 1,000/- Rupees o Tender Processing Fee: Rs. 1,000/- Rupees
Estimated Procurement Cost	INR 2,38,00,000/-
Bid Security Deposit *	Amount (INR): 2% (Rs. 4,76,000/-) of Estimated Procurement Cost, 0.5% (Rs. 1,19,000/-) for Bidder registered as contractor in JDA
Publishing date on SPPP Portal	16.06.2016 at 11:00 AM onwards
Document sale/download/ Bid Participation amount deposit start date on JDA Portal	16.06.2016 at 11:00 AM onwards
Bid Submission Start Date on eProc Portal of GOR	16.06.2016 at 11:00 AM onwards
Document sale/download/ Bid Participation amount deposit End date on JDA Portal	15.07.2016 at 06:00 PM
Bid Submission End date on eProc Portal of GOR	15.07.2016 at 06:00 PM
Physical BG submission Start Date	16.07.2016 at 11:00 AM
Physical BG submission End Date	17.07.2016 at 04:00 PM
**Date/ Time/ Place of Bid Opening	□ 18.07.2016 at 11:00 PM □ Room No. Room No. 101, Ist Floor, Main Building Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
Bid Validity	120 days from the bid submission deadline
* This amount can be deposit by	bidder online or through RTGS/NEFT in ICICI BANK LTD Bank Account ode ICIC0006754. In which case After successful payment, update the

deposited will be confirmed by JDA and will be updated online.

The bidder also have choice of depositing Bid security/ EMD through bank guarantee (BG) also. In case of bidder opting to submit bid security through BG in the format provided alongwith bid document, the bidder will be provide details of BG viz, bank guarantee no, issuing date, expiring date etc. on online tendering system of JDA. However, the tender fees and processing charges of RISL continue to be paid through online mode only i.e. payment gateway of RTGS/NEFT.

A copy of the Bank Guarantee will be required to be attached with the bid submission document uploaded on e-Procurement portal of GOR.

The physical Bank Guarantee will be deposited in JDA

Only after schedule date & time of closing date for submission of bid on e-Procurement portal of GOR The physical Bank Guarantee will be physically handed over to Nodal Office of online tendering system of JDA (Presently in Room No. MB-SF-225A of Main Building). After verification, original BG will be sent to respective procuring entity which will be refunded/returned by procuring entity as per rules.

Note:

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

Executive Engineer (Project-1)

JDA, Jaipur

Procuring Entity

SPECIAL CONDITIONS

SCHEDULE 'H'

- 01. 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.
- 02. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule1971.
- 03. The JDA shall have right to cause an audit technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
- 04. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 05. 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.
- 06. The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
- 07. 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.
- 08. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
- 09. 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.
- 10. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 9 or mutually extended period or makes modifications in the rate, terms and conditions of the tended within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has to be put to retendering he will stand debarred from participating in such retendering in addition to forfeiture of Earnest Money and other action under agreement
- 11. 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.
- 12. 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.

- 13. 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.
- 14. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
- 15. The rates provided in tender documents are inclusive of all Taxes and royalty.
- 16. No extra load 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.
- 17. Undersigned has full right to reject any or all tenders without given any reasons.
- 18. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act.
- 19. The bidders are required to submit copy of their enlistment as contractor.
- 20. Conditions of RPWA-100 will be mandatory & acceptable to the contactor.
- 21. Any bid received with unattested cutting/ overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
- 22. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of The Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013, the provisions of RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
- 23. 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 (Latter 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:

Executive Engineer- (Project-1)

JDA, Jaipur

16/06/2016

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

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
v		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.En for recording the inspection details of works in his jurisdiction under defect liability period.

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

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

2.2.2 Refund of SD -

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

20% of SD Amount

S.No.

1 After completion of one year2 After completion of two year

After completion of two year 20% of SD Amount

3 After completion of Three year Remaining 60% of SD

Amount

2.2.3 Forfeiture of SD

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

2.2.3 Force Majeure

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

SIGNATURE OF CONTRACTOR WITH FULL ADDRESS:

EXECUTIVE ENGINEER (P-1), JDA, JAIPUR

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

- (i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:
- (a) Have controlling partners/shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or
- (c) Have the same legal representative for purposes of the bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
- (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same 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

In	relation to my/our Bid submitted tofor procurement of
	in response to their Notice inviting Bids NoDatedI/we
	hereby declare under Section 7 of Rajasthan Transparency in Public Procurement
	2012 that:
1.	I/we possess the necessary professional, technical, financial and managerial resources and
	competence required by the Bidding Document issued by the Procuring Entry;
2.	I/we have fulfilled my/our obligation to pay such of the taxes 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	e: Name:
	Designation:

Address:

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **JDC of JDA**The designation and address of the Second Appellate Authority is <u>EC</u>

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

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

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

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

(5) 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 authorised 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;
- It there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

SCHEDULE 'H': CONDITION OF CONTRACT

FORM No. 1

[see rule 83]

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

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

Format of (Bank Guarantee) - Encashable at branch of the bank in Jaipur City.

To	
Seci	retary,
Jaip	ur Development Authority,
Jaip	ur
Sub	2
Ban	k Guarantee No dated for [amount of Security in figures] [in words] on behalf of [Name of the Bidder] against the Security Deposit for the work of "
	struction and repairing of road cut in zone project 1 area, JDA, Jaipur "
	EREAS, [name of Bidder with address] (hereinafter called "the Bidder")
has	submitted his Bid dated for the work of "
	". (Name of Work) (hereinafter called "the Bid").
KNO	OW ALL PEOPLE by these presents that we
	(Name of Bank) of having our registered office at
	[name of country] having our registered office at
(her	einafter called "the Bank") are bound unto Secretary, Jaipur Development Authority. (Hereinafter called
"the	Employer") in the sum of Rupees [Amount of Security in figures]
(in v	words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its
succ	essors, and assigns by these presents.
That	t on demand of JDA, this Bank Guarantee is encashable at following branch in Jaipur City.
	ame of Bank:
2. N	ame of the branch with branch code:
3. A	ddress:
4. E-	Mail Id:
5. Te	elephone No.
6. Fa	x No.:
SEA	LED with the Common Seal of the said Bank this day of of 20
THE	CONDITIONS of this obligation are:
(1)	if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
(2)	if the Bidder refuses to accept the correction of errors in his bid;
(3)	If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid
	validity;
	(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or

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

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

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

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No ICICI 006754. Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date	Signature of the Bank	
Witness	Seal	_
[Signature, Name and Address]		
[Note: To be furnished on approx	priate non-judicial stamps l	

Name of Work: Renewal and repairing of BRTS corridor on Sikar road, from C-Zone bye-pass to Panipech. zone - BRTS (Project-1), JDA, Jaipur. (Various General maintainance and road furnishing work excluding Bits work).

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		EDULE OF	WORK	S		
SI. No.	Description of work	No. or Qty.	Unit	Est	AMOUNT Rs. P	
				Figure	Words	
1.00	Removal of unsuitable soil including excavation, loading and disposal upto 1000 m lead but excluding compaction ground supporting embankment subgrade eplacement by suitable soil, which shall be paid separately as per Clause 303.5.2 as per MoRD Specification	210.00	Cum	26.10	Rupees Twenty Six and Paise Ten Only	5481.00
2.00	Removal of blown sand including taking out and disposal of excavated material with lead up to 50Mtr. and lift up to 1.5 Mtr disposed soil to be levelled and	580.00	P Cum	7.92	Rupees Seven and Paise Ninety Two Only	4593.60
3.00	Dismantling of existing structures like culverts, bridges, retaining walls and other structures comprising of brick masonry, including disposal of unserviceable material and stacking the serviceable material with all lift and lead of 1000 m as per MoRD Specification	32.97	Cum	121.50	Rupees One Hundred & Twenty One and Paise Fifty Only	4005.86
4.00	Earth work in excavation by mechanical means (Hydraulic Excavator)/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sum on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 meter All kinds of soils	8640.00	Cum	111.60	Rupees One Hundred & Eleven and Paise Sixty Only	964224.00
5.00	Earth, Sand, Lime, Morrum manure or sludge for 10 Km	9430.00	Cum	67.05	Rupees Sixty Seven and Paise Five Only	632281.50
6.00	Building Rubbish Stone metal (Grit and ballast etc.) for 20 Km	707.92	Cum	96.75	Rupees Ninety Six and Paise Seventy Five Only	68491.26
7.00	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and MoRD specifications Clause 802, 803, 1202 & 1203	ı				
7.10	P.C.C grade M 10 Nominal mix 1:3:6	40.00	Cum	2646.00	Rupees Two Thousand Six Hundred & Forty Six Only	105840.00

Name of Work: Renewal and repairing of BRTS corridor on Sikar road, from C-Zone bye-pass to Panipech. zone - BRTS (Project-1), JDA, Jaipur. (Various General maintainance and road furnishing work excluding Bith work).

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SI. No.	Description of work	No. or Qty.	Unit	Est	AMOUNT Rs. P	
W.				Figure	Words	
7.20	P.C.C. grade M 20 Nominal mix (1:2:4)	91.33	Cum	3136.50	Rupees Three Thousand One Hundred & Thirty Six and Paise Fifty Only	286453.41
8.00	Brick masonry work in cement mortar in substructure complete excepting pointing and plastering, as per drawing and MoRD specification Clauses 602, 603, 604, 1202 & 1204 In 1:3 cement mortar	5.04	Cum	2763.00	Rupees Two Thousand Seven Hundred & Sixty Three Only	13925.52
9.00	Stone masonry work in cement mortar in foundation complete as per drawing and MoRD specifications Clauses 702, 704, 1202 & 1203. Random Rubble Masonry In 1:3 cement mortar	11.30	Cum	2223.00	Rupees Two Thousand Two Hundred & Twenty Three Only	25128.79
10.00	Plaster on new surface on walls in cement sand mortar 1:4 including racking of joints etc. complete fine finish: 20mm thick.	377.51	Sqm	107.10	Rupees One Hundred & Seven and Paise Ten Only	40431.32
11.00	Structural steel work in single section fixed with or without connecting plate including cutting, hoisting (height upto 10 m), fixing in position and applying a priming coat of approved steel primer all	17090.80	Kg	56.70	Rupees Fifty Six and Paise Seventy Only	969048.36
12.00	Providing and fixing steel gate, grating, and grills made of angles, tees, square bars, flats, or black pipe with holdfast and fittings complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide	10000.00	Kg	66.60	Rupees Sixty Six and Paise Sixty Only	666000.00
13.00	Dismantling of existing RCC kerb stone of central verge with proper care including sorting of usable material and disposal of unusable material complete in all respect with all lead as per direction of Engineer-in-charge.	600.00	Rmt	18.00	Rupees Eighteen Only	10800.00

Name of Work: Renewal and repairing of BRTS corridor on Sikar road, from C-Zone bye-pass to Panipech. zone - BRTS (Project-1), JDA, Jaipur. (Various General maintainance and road furnishing work excluding Biti work).

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		EDULE OF	WORK	S	THE U	
SI. No.	Description of work	No. or Qty.	Unit	Est	timated Rate	AMOUNT Rs. P
18 1				Figure	Words	
14.00	Providing and fixing reinforced concrete precast kerb stone or dand R.Mtr of M-20 grade cement concrete 120 cm long having 4 Nos. bars of 8 mm dia hysd and stirrups 6 Nos of 6 mm dia as per IS with in built provision of interlocking of jointing and lifting compaction of reinforced concrete by mechanical and table vibrators jointing at site with cement mortar 1:4 complete in all respect as directed by Engineer incharge on: 100 mm thick cement concrete 1:4:8 (1 Cement: 4 Coarse sand: 8 stone aggregate 20 mm thick nominal size) including excavation of earth and cutting of BT road cutting of WBM road etc. and disposal of surplus material with all lead and lift. The size of kerb shall be (11.5+16.5)/2*30+(16.5*7.5)	800.00	Rmt	617.00	Rupees Six Hundred & Seventeen Only	493600.00
15.00	Painting Two Coats on New Concrete Surfaces Painting two coats including primer coat after filling the surface with synthetic enamel paint in all shades on new, plastered / concrete surfaces as per drawing and MoRD Specification Clause	26370.00	Sqm	52.20	Rupees Fifty Two and Paise Twenty Only	1376514.00
16.00	Painting on Steel Surfaces Providing and applying two coats of ready mix paint including primer coat of approved brand on steel surface after through cleaning of surface to give an even shade as per drawing and MoRD Specification Clause	19700.00	Sqm	52,20	Rupees Fifty Two and Paise Twenty Only	1028340.00
17.00	Maintenance of steel and RCC Railing Repair of steel railing to bring it to original shape cleaning and repainting as per drawing and MoRD specification Clause 1911 Steel Railing	500.00	Rmt	234.00	Rupees Two Hundred & Thirty Four Only	117000.00
18.00	Providing and fixing designer cement concrete polished tiles over 20mm average thick base of CM 1:4 (1 Cement: 4 sand) jointing with cement mortar 1:2 (1 cement: 2 sand) with pigment to match	630.00	Sqm	967.50	Rupees Nine Hundred & Sixty Seven and Paise Fifty Only	609525.00

Name of Work: Renewal and repairing of BRTS corridor on Sikar road, from C-Zone bye-pass to Panipech. zone - BRTS (Project-1), JDA, Jaipur. (Various General maintainance and road furnishing work excluding Bits work).

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SI. No.	Description of work	No. or Qty.	Unit	Est	imated Rate	AMOUNT Rs. P
				Figure	Words	
19.00	Providing and fixing of Reinforced Ferro cement Drain cover designed for class "AA" loading duly marked on cover with adequate steel reinforcement having thickness 75 mm to 150 mm anticorrosive bitumen painted M.S. plate Rim and on M.S. lifting hooks admixture like plasticizer bond improving compound shrinkage resistance compound abrasion resistant complete as per approved					
19.10	for drain Opeining Size 451 to 700 mm Standard Drain Cover Size 1000mm x 800mm x 100mm	24.00	Sqm	1579.50	Rupees One Thousand Five Hundred & Seventy Nine and Paise Fifty Only	37908.00
19.20	for drain Opeining Size 701 to 1200 mm Standard Drain Cover Size 1500mm x 600mm x 125mm	54.00	Sqm	2011.50	Rupees Two Thousand & Eleven and Paise Fifty Only	108621.00
20.00	Supply of Swiss type of Hazard marker, made out of 2 mm thick M.S. sheet size of box is 15x15 cm with hold fast at bottom, the body is painted in orange stoving enamel paint with white/high intensity grade micro-prismatic type sheeting, on	783.33	Each	787.50	Rupees Seven Hundred & Eighty Seven and Paise Fifty Only	616874.74

Name of Work: Renewal and repairing of BRTS corridor on Sikar road, from C-Zone bye-pass to Panipech. zone - BRTS (Project-1), JDA, Jaipur. (Various General maintainance and road furnishing work excluding Bits work).

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SI.		EDULE OF	OR SHOOT SHOW			
No.	Description of work	No. or Qty.	Unit	Est	imated Rate	Rs. P
			3=	Figure	Words	
21.00	Raising / lowering of R.C.C. cast in situ manhole chambers of sewer system including lifting the R.C.C. roof slab, dismentling the R.C.C. wall to required in lowering the height of R.C.C. wall of manhole, placing back the displaced R.C.C. roof slab in position, including repairing of joint of R.C.C. roof slab and Manhole wall to the entire satisfaction of Engineer -In-Charge. The work includes. Providing barricading during construction, putting sign board/caution board for safety purpose, providing all material like cement, sand,grit and steel etc. required for cement concreting including tentring & shuttering for raising of R.C.C. wall etc. The work also includes providing all machinery like crane, tools and plants such as vibrator, mixer required for the job in all respect. Work also includes		Nos	2000.00	Rupees Two Thousand Only	100000.00
22.00	Supplying and fixing Ferro-cement cover with C.I. Frame & CI ring of 33 kg for chambers & manholes of size 560mm dia . To withstand 22 MT centre point load (Heavy duty). (D-755 dt. 13.12.05)	30.00	Each	1775.00	Rupees One Thousand Seven Hundred & Seventy Five Only	53250.00
23.00	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	11827.50	Sqm	436.50	Rupees Four Hundred & Thirty Six and Paise Fifty Only	5162703.75
24.00	Supply of 'L' type Bollard made out of 1.25 mm thick M.S. sheet height 134 cm, welded in circular type ring section having upper dia 15 cm. and lower dia 21 cm with another attachment of 15x15 cm circular section with 15 cm. face plate and hold fast at bottom, whole body is processed in white stoving enamel and red reflective 3 hands, each of 7.5 cm end one reflective sheet of 15 cm. dia provided to it	28.00	Each	1435.50	Rupees One Thousand Four Hundred & Thirty Five and Paise Fifty Only	40194.00

Name of Work: Renewal and repairing of BRTS corridor on Sikar road, from C-Zone bye-pass to Panipech, zone - BRTS (Project-1), JDA, Jaipur. (Various General maintainance and road furnishing work excluding Bits work).

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SI. No.	Description of work	No. or Qty.	Unit	Est	imated Rate	AMOUNT Rs. P
4/3				Figure	Words	
25.00	Supplying & Fixing cautionary / Warning Reflective sign boards made out of 2 mm thick M.S. sheet as per IRC -67-1977, stove enamelled and reflective symbol fixed on Angle Iron of size 65 x 65 x 6mm of 3 meter long: 90 cm equilateral triangle	15.00	Each	1575.00	Rupees One Thousand Five Hundred & Seventy Five Only	23625.00
26.00	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.	2420.00	Each	180.00	Rupees One Hundred & Eighty Only	435600.00
27.00	Providing and erecting direction and place identification retro-reflectorised sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3, fixed over aluminium sheeting, 2 mm thick with area not exceeding 0.9 sqm supported on a mild steel single angle iron post 75 x 75 x 6 mm firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 x 450 x 600 mm, 600 mm below ground level as per approved drawing and MoRD Specification Clause	16.20	Sqm	9288.00	Rupees Nine Thousand Two Hundred & Eighty Eight Only	150465.60
28.00	Stone work (machine cut edges) for Wall cladding/ Veneering work up to 10 m height with 20 to 30 mm thick Pink Sand stone (Bansi Paharpur) and backing filled with a grout of 12mm thick cement mortar 1:3 (1 cement : 3 coarse sand) including pointing in white cement mortar 1:2 (1 white cement : 2 stone dust) with an admixture of pigment matching the stone shade : (To be secured to the backing by means of cramps which shall be paid separately)	252.00	Sqm	1581.30	Rupees One Thousand Five Hundred & Eighty One and Paise Thirty Only	398487.60
29.00	Supplying and fixing machine cut fine dressed Red/Pink sand stone dasa or coping, with full moulding if required laid on cement mortar 1:4 including pointing with admixture of pigment matching with the stone shade. 50 mm thick	88.50	Sqm	909.00	Rupees Nine Hundred & Nine Only	80446.50

Name of Work: Renewal and repairing of BRTS corridor on Sikar road, from C-Zone bye-pass to Paninech, zone - BRTS (Project-1), JDA, Jaipur. (Various General maintainance and road furnishing work excluding Bits work).

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SI. No.	Description of work	No. or Qty.	Unit	Est	imated Rate	AMOUNT Rs. P
, Wir				Figure	Words	
30.00	Providing & Fixing of median marker made of tough highimpact resistance injection moulded thermo plastic body with an isosceles trapezoidal structure of length, height & width not less than 12cm, 10cm respectively and thickness not less than 1.8mm. The median marker shall have flourescent yellow colour retro reflective sheeting of size not less than 8.5cm X 8.5cm and with fully reflective micro prismatic as its retro reflective elements and meet ASTM D4956-09 Type XI specification. The retro reflective sheeting shall be on both the sides of the median marker and shall be as protected with no exposed edges that prevent edge lifting, vandalism, sheeting damage etc. The median marker shall be fixed with a combination of epoxy adhesive and grouting etc. complete as directed by the Engineer -In-Charge. (manufactured from	2320.00	Each	338.00	Rupees Three Hundred & Thirty Eight Only	784160.00

Name of Work: Renewal and repairing of BRTS corridor on Sikar road, from C-Zone bye-pass to Panipech. zone BRTS (Project-1), JDA, Jaipur. (Various General maintainance and road furnishing work excluding Bits
work)

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SI. No.	Description of work	No. or Qty.	Unit	Est	imated Rate	AMOUNT Rs. P
				Figure	Words	
31.00	"providing and fixing of precast concrete interlocking blocks of M-30 grade manufactured from fully computerized automatic stationary hydraulic vibro pressed machine & with weight batcher of class A-2 as per BS: 6717-2001. The C.C. interlocking paving blocks be laid on average 50 mm thick bed of course sand and the joint is to be filled with the fine sand, laying procedure on compacted sub case as defined. The rates are inclusive of earthwork, cutting ogf BT road, cutting of WBM road etc. and disposal of unserviceable material with all leads & lifts and stacking of serviceable material. Complete job is to be executed as per the interlocking of engineer in charge. The rates to be inclusive of all load, lifts & taxes. General specification of Blocks: 1. Shape: As specified by engineer incharge. 2. Tensile splitting strength and breaking loads as per BS6717-2001 3. Colour: Grey cement natural colour.	1600.00	Sqm	241.00	Rupees Two Hundred & Forty One Only	385600.00
i Olai E	stimated Cost in Figures					15799619.8
Quoted	I Amount				15799619.80	15799620.0
Quoted	Rate in Words				Fifty Seven Lakh Nundred & Twenty	75

Name of Work: Renewal and repairing of BRTS corridor on Sikar road, from C-Zone bye-pass to Panipech, zone - BRTS (Project-1), JDA, Jaipur. (Various General maintainance and road furnishing work excluding Bituminous work).

Contract No: NIB NO. EE (Project-1)/2016_17/NIB_5

Bidder Name :

SCHEDULE OF WORKS

(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

SI. No.	Description of work	No.or Qty.	Unit	RATE I	AMOUNT Rs. P	
				Figures	Words	1
1.00	Providing and fixing 3mm thick Aluminium composite panel sheet(Oropanel, Alstrong, Eurobond or equivalent) of approved make and colour to be fixed on steel frame work of BRTS Bus shelter as per design and drawing with structural silicon and weather sealing system as per manufactures specification, the rate including all scaffolding, lift and lead, fixing system, final cleaning, Civil work for fixing of system, complete as per direction of Engineer-Incharge, the above 3mm thick ACP sheet should consisting of Aluminium foil with the exterior Aluminium panel coated withKynar-500 or equivalent (min-70%) PVDF coating.	983.05	Sqm		Rupees only	0.00
2.00	Providing and fixing stainless steel (grade 304) railing made of hollow tubes, channels plates etc., including welding, grinding, buffing polishing and bolts complete including fixing the railing with necessary accessories and bolts etc. of required size, on top of floor or side of waist slab with suitable arrangements as per approved by Engineer-Incharge (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts ,bolts, fasterners etc.)	7120.00	Kg		Rupees only	0.00

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR Name of Work: Renewal and repairing of BRTS corridor on Sikar road , from C-Zone bye-pass to Panipech, zone - BRTS (Project-1), JDA, Jaipur. (Various General maintainance and road furnishing work excluding Bituminous work). Contract No: NIB NO. EE (Project-1)/2016_17/NIB_5 Bidder Name: SCHEDULE OF WORKS (This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) Description of work No.or Unit RATE In Figures To be AMOUNT No. Qty. entered by the Bidder Rs. P Rs. Figures Words 3.00 General cleaning and maintenance of BRTS corridor at Sikar Road from C-Zone bye pass to panipech via sikar road Jaipur. (7.10 Km) by supplying and providing of maintenance team including following: i) Utility Camper/Tractor with trolly or blade as per requirement of site including all POL- 1. No ii) Skilled Beldat with all necessary cleaning /maintenance equipment like Pick axe ,genti, kassi, phawarh, tagari, broomer etc- 8 No. iii) Water storage tank of capacity 200 ltr. With requsite amount of water, washing powder and cleaning clothes. - 2 No. The above team will be supplied by agency on demand basis in 12 hours. The team will be required once in fort night or as and when required. The work scope of above team will be as per following: 3.10 1) General cleaning of BRT corridor, Bus - shelters including flooring, roofing, steel work and ss railing etc. The Cleaning includes brooming and washing of all elements of bus sheleter. 2) Regular cleaning water drainage shuts of existing drainage system i.e RCC U type drain, Box Culvert, RCC hume pipe drain or stone masonry drain up to disposal point both Job side of corridor in full length. 180.00 per Rupees only 0.00 3) Cleaning and watching of steel grills provided on Day existing drainage system to regular flow of surface water in drain. 4) Cleaning of glow sign board of Bus Shelter /Canopy/Tower/ Display boards etc. Cleaning and maintenance of poly carbonate sheet of bus shelter.

0.00

Rupees only

Total in Figures

Total in Words