

# URBAN IMPROVEMENT TURST, JAISALMER

## POTENTIAL ASSESSMENT BID

FOR

अमर शहीद सागरमल गोपा बहुउद्देशीय आवासीय योजना, रामगढ रोड, जैसलमेर  
में मुख्य सडक व सैन्ट्रल वर्ज का निर्माण कार्य

E - NIT NO.	:	02/2017-18 at Sr.No. 01
ESTIMATED COST	:	Rs. 296.62 Lacs
EARNEST MONEY	:	Rs. 5.94 Lacs (Rs. 1.48 lac for UIT Jaisalmer Registered contractor.)
DATE OF SALE / DOWNLOADING	:	07.11.2017, at 9.30 AM 06.12.2017 up to 6.00 PM
DATE OF RECEIPT	:	07.12.2017 upto 12.00 PM
PRE BID MITTING	:	22.11.2017 AT 11.00 Hours
DATE OF OPENING TECHNICAL BID	:	07.12.2017 at 15.00 Hours
COMPLETION PERIOD	:	11 (Eleven) Months
COST OF TENDER	:	Rs. 2000/-
COST OF E TENDER PROCESSING	:	Rs. 1000/-
NAME OF DEPARTMENT	:	UIT – JAISALMER
NAME OF DIVISION	:	UIT – JAISALMER

# IMPORTANT DATES AND OTHER INFORMATION

## EXECUTIVE ENGINEER, UIT, JAISALMER

Important Dates of Bids for " अमर शहीद सागरमल गोपा बहुउददेशीय आवासीय योजना, रामगढ रोड, जैसलमेर में मुख्य सडक व सैन्ट्रल वर्ज का निर्माण कार्य" and their Maintenance for Three years

Name of Work: अमर शहीद सागरमल गोपा बहुउददेशीय आवासीय योजना, रामगढ रोड, जैसलमेर में मुख्य सडक व सैन्ट्रल वर्ज का निर्माण कार्य

1. Completion Period for Construction/ Upgradation	11 Months
2. Maintenance Period is Three years after Construction	3 Years
3. Date of Issue of Notice Inviting Bid(NIB)	01.11.2017
4. Period and Places of Sale/ Download of Bidding Documents -	From – 07.11.2017 at 9.30 AM
	<a href="http://www.eproc.rajasthan.gov.in">http://www.eproc.rajasthan.gov.in</a>
5. Time, Date and Place of Pre-bid Meeting	Date-22.11.2017, 11.00 Hours, Office of the Executive Engiener, UIT, Jaisalmer
6. Deadline for Receiving Bids	Date-06.12.2017 upto 6.00 PM
7. Time and Date for Opening Technical Bid	Date-07.12.2017 at 3.00 PM
8. Place of Opening Bids Address is:	UIT, Jaisalmer
9. Bid Validity	120 days from opening of tender.
10. Officer Inviting Bids	Designation: Executive Engineer
	Address: UIT, Jaisalmer
11. Rate are based on BSR	PWD ROAD BSR 2016 & Approved ITEM
12. Earnest Money, E Tender Processing Fee to be deposited during period	From: 07.12.2017 upto 12.00 PM

**Instructions and information to bidder regarding Fee, EMD etc.**

District	Name of Work Package No.	Estimated Cost (Rs.)	Earnest Money	Time Allowed for completion	End date and time for downloading Tender	Time and date of opening of Technical Bid	Place of Sale of documents	Class of contractor.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
<b>Jaisalmer</b>	अमर शहीद सागरमल गोपा बहुउद्देशीय आवासीय योजना, रामगढ रोड, जैसलमेर में मुख्य सडक व सेन्ट्रल वर्ज का निर्माण कार्य	<b>296.24 Lacs</b>	<b>5.94Lacs (Rs. 1.48 lac for Registered contractor.)</b>	<b>11 Month</b>	<b>06.12.2017 upto 6.00 PM</b>	<b>07.12.2017 at 3.00 PM</b>	<b>Place : web site <a href="http://www.eproc.rajasthan.gov.in">http://www.eproc.rajasthan.gov.in</a></b>	<b>AA, A</b>

1. The Tender Fee and earnest money as mentioned above should be deposited in the appropriate form as per the tender documents in favour of Secretary, UIT, Jaisalmer payable at **Jaisalmer**.
2. Processing Fee should be deposited for each tender separately in favour of **MD, RISL, JAIPUR** payable at Jaipur.
3. The tender can be downloaded from web site <http://www.eproc.rajasthan.gov.in>
4. The authorized tender documents are available for inspection in the office of Executive Engineer, UIT, Jaisalmer –from 07.11.2017 to 06.12.2017 between hours of 10.00 and 14.00 on all working days

Name of Work: अमर शहीद सागरमल गोपा बहुउद्देशीय आवासीय योजना, रामगढ रोड,  
जैसलमेर में मुख्य सडक व सैन्ट्रल वर्ज का निर्माण कार्य

**CERTIFICATE FOR CORRECTNESS OF 'G' SCHEDULE**

Certified that I / we have checked 'BOQ' of above work as per **PWD Road**

**BSR 2016 & Approved ITEM** with all subsequent corrigendum.

**Executive Engineer  
UIT, Jaisalmer**

# URBAN IMPROVEMENT TRUST, JAISALMER

## SPECIAL CONDITIONS OF CONTRACT

### POTENTIAL ASSESSMENT OF CONTRACTORS

Special conditions of contract for potential assessment, as detailed hereinunder, shall be applicable in addition to all other terms and conditions already prescribed under standard agreement forms rules and regulations relating to contracts.

#### ***Applicability :***

1. The requirement of potential assessment of contractors would be applicable only for execution of works costing as follows:
  - (a) Rs. 150 lacs to Rs. 500 lacs for Road & Bridges.
  - (b) Rs. 100 lacs to Rs. 200 lacs for Building and other construction activities.

#### **Procedure :**

2. Procedure for post-qualification method would be as follows :
  - (i) Two folder systems would be adopted for post qualification assessment. Folder-1 being the Technical Bid and Folder-2 being the Financial Bid through e-tendering system. Earnest money and GST/VAT clearance Certificate should also be submitted through e-tendering system with technical folder, GST/VAT clearance certificate of Six Months would be considered.
  - (ii) The technical bid would be opened on the date and time specified in the Notice Inviting Tenders and the bid would be evaluated by a committee consisting of Executive Engineer and Assistant Accounts Officer UIT , Jaisalmer according to the criteria for post qualification laid down hereunder. :-
    1. Executive Engineer. UIT Jaisalmer.
    2. Assistant Accounts Officer, UIT Jaisalmer.

3. Asst. Engineer, UIT Jaisalmer
4. Accountant UIT Jaisalmer.
5. Junior Engineer, UIT, Jaisalmer.

Any decision taken by committee constituted, as above, can be reviewed and revised by Administrative Department by calling the relevant record suo moto or on representation and after recording reasons in writing.

- (iii) The financial bid envelope would be opened of only those bidders who fulfill the post- qualification.

**Criteria :**

3. Criteria for potential assessment would be as follows :

- (i) The bidder should have executed at least 33.33% of the following quantities of work in any one of the last five financial years. However the bidder may opt., the current year in the above said five years assessment period.

-----  
**Item** **Quantity as per BOQ**  
 -----

**A. Road**

- |   |              |
|---|--------------|
| (a) W.B.M./WMM (Cum)                      | 12843.00 Cum |
| (b) BM/PMC/SDBC/AC/MSS/B.C by Paver (M.T) |              |
| <b>B.M.</b>                               | 1004.00 Cum  |
| <b>PMC</b>                                | 39530.00 Sqm |

**B. CD/CC Pavement**

- |                                 |   |
|---------------------------------|---|
| (a) Stone Masonry (Cum)         | - |
| (b) Concrete (Cum) of any grade | - |
| (c) Shuttering (Sqm)            | - |
| (d) Reinforcement (M.T.)        | - |

**C. Building**

- |   |   |
|---|---|
| (a) Masonary (Stone/Brick) (Cum)            | - |
| (b) R.C.C. Work (Roof/Column/Footings (Cum) | - |
| (c) Shuttering (Sqm)                        | - |

- (d) Flooring (Marble/Kota Stone/Mosaic etc) (Sqm)
  - (e) Joinery (Sqm.) -
  - (f) Any other work -
- (ii) The bidder should have completed at least one work of similar nature of Road/Bridge/Building work in last five years (including current year, if opted by the bidder) of the value (updated to present price level) not less than 33.33% of the cost of the work (bid cost).
- (iii) The bidder should have achieved a financial turnover of at least 33.33% of the cost of work (bid cost) in any one of the last five financial years. However, the bidder may opt the current year in the five years assessment period.
- (iv) The bidder should be able to deploy the machinery and equipment specified in Schedule - III, in the execution of this work. This machinery and equipment should be available to the bidder on ownership or confirm lease basis for which appropriate proof will have to be submitted.
- (v) Bid Capacity:

Bidders who meet the minimum qualification criteria will be qualified only if their acceptable bid capacity is more than the cost of the work (Bid Cost). The bid capacity will be calculated as under :

***Bid Capacity -  $(A * N * 3) - B$  where***

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to present price level) taking into account the completed as well as works in progress. However, the bidder may opt. the current year in the five years assessment period.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value, at present price level, of existing commitments and ongoing works (at hand) to be executed during 'N' (period prescribed for completion of the works for which the bids are invited).

(vi) Litigation History:

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

**Note :-**

The present price level for turn over cost of completed work and disputed amount of similar nature the previous years value shall be given weightage of 10% per year as follows :

(a) for last year	-	1.0
(b) for One year before	-	1.10
(c) for Two year before	-	1.21
(d) for Three year before	-	1.33
(e) for Four year before	-	1.46
for current year, the price level shall be	-	1.00

**Documentation :**

4. The bidder should furnish the following documents alongwith the Assessment Bid :
  - (a) Information regarding financial resources and capability, in Schedule - I
  - (b) Information regarding works executed in the last five years in Schedule - II A, B and C for Road, Bridges and Building works respectively.



- (c) Certificates from the concerned Engineer-in-Charge in support and verification of the information furnished in Schedule - II.
- (d) Information regarding machinery and equipment required for deployment, as detailed in Schedule - III.
- (e) Information regarding details of maximum Value of Civil Engineering works executed in any one year during the last five years taking into account the completed as well as works in progress in Schedule - IV.
- (f) Information regarding existing commitments and on-going works to be completed in Schedule - V.
- (g) Information regarding details of litigation or arbitration contracts to be furnished in Schedule - VI.

***Important :***

- 5 (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) In place of immediate availability of the certificates as mentioned in clause 4 (c). The bidder should give an affidavit that the "Information furnished in Schedule I, II, III, IV, V and VI is correct". If any information is found to be incorrect, the offer of the bidder shall be rejected and action as per rules shall be taken.

***Rejection of bids :***

- 6. The department reserves the right to reject any bid, or to disqualify any or all the bidders, without assigning any reason.
- 7. If a bid is not accompanied with the requisite documents mentioned in clause 4 (a) to 4 (g), or is not in accordance with procedure specified in para 2, or is not accompanied with the earnest money, GST/VAT clearance certificate, it would be liable for rejection.

8. GST/VAT clearance certificate and earnest money should be kept in separate envelope. Only after evaluating of correctness of earnest money and GST/VAT clearance certificates, the Assessment Bid would be opened.

Executive Engineer  
UIT, Jaisalmer

# URBAN IMPROVEMENT TRUST, JAISALMER

## POTENTIAL ASSESSMENT OF CONTRACTOR

### ABSTRACT DETAILS

1. Name of the Work : .....
2. Name of the Contractor : .....
3. GST/VAT Certificate valid upto : .....
4. ADDHAR No. : .....

### CRITERIA

5. Maximum Quantity of Work executed in any one of the previous five years.
  - (A) Road Work (as per Schedule-II A)
    - (a) WBM/WMM (Cum) : .....
    - (b) SDBC/BM/AC / PMC /  
MSS by Paver (M.T.) : .....
  - (B) C.D/Bridge Work (Culverts/Flush Causeway need not be accounted for)
    - (a) Stone masonry (Cum) : .....
    - (b) Concrete of any grade : .....
    - (Cum)
    - (c) Shuttering (Sqm) : .....
    - (d) Reinforcement (M.T.) : .....
  - (C) Building Work (as per Schedule - II C)
    - (a) Masonary (Stoen/Brick) : .....
    - (Cum)
    - (b) RCC Work (Roof/Column/ : ..... Footings) (Cum)



Needle Vibrator .....  
 Plate Vibrator .....  
 Hoist .....

9. Litigation/Arbitration (As per Schedule VI)

Maximum value at present price level of disputed amount claimed  
 in Litigation/Arbitration resulting from contracts executed in last five  
 years. :.....

10. Bid Capacity = (A x N x 3) - B

(a) A - Max. Value of works executed in any one of the last five years  
 updated to the current price level (as per Schedule - IV)  
 .....

(b) N - Number of years prescribed for completion of the works for  
 which the bids are invited .....

(c) B - Value at present price level of existing commitments and on-  
 going works to be executed during period 'N' (period  
 prescribed for completion of the works for which the bids are  
 invited) (as per Schedule - V) .....

**11. Acceptable Bid Capacity =**

Bid Capacity calculated as per (9) above ---

Maximum value of disputed items as per (8) above .....

Signature of Bidder  
 (With Seal & Address)

# SCHEDULE - I

## FINANCIAL RESOURCES AND CAPABILITY

[Reference Clause 4 (a)]

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

	Year	Turnover
(i)	:	
(ii)	:	
(iii)	:	
(iv)	:	
(v)	:	

**Note :** *Audited Balance Sheets and Profit and Loss Accounts for the last five financial years should be enclosed.*

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

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

Date

Signature of Bidder  
(With seal, wherever applicable)

**SCHEDULE –II A**

[Reference Clause 4(b) ]

**ROAD WORKS**

**DETAILS OF QUANTITIES OF WORKS EXECUTED DURING LAST FIVE FINANCIAL YEARS**

S.No.	Name of work with Agreement No. & date	Client	Place (District /State)	Financial year	Principal Items of work					
					Earth work (Cum)	WMM or WBM (cum.)	PMC ( Manual Sqm.)	PMC/SDBC/ MSS by paver in Sqm./Tonnes	DBM/BM/AC by paver in Tonnes	CC pavement ( cum.)
1	2	3	4	5	6	7	8	9	10	11

Signature of Bidder  
(With seal whenever applicable)

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

**SCHEDULE –II B**

[Reference Clause 4(b) ]

BRIDGE WORKS

**DETAILS OF QUANTITIES OF WORKS EXECUTED DURING LAST FIVE FINANCIAL YEARS**

S.No.	Name of work with Agreement No. & date	Client	Place (District /State)	Financial year	Principal Item of work			
					Stone masonry ( Cum.)	Concreting of all grade ( cum.	Shuttering ( Sqm.)	Reinforcement ( Tonnes)
1	2	3	4	5	6	7	8	9

Signature of Bidder  
(With seal whenever applicable)

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



**SCHEDULE –II C**

[Reference Clause 4(b) ]

**BUILDING WORKS**

**DETAILS OF QUANTITIES OF WORKS EXECUTED DURING LAST FIVE FINANCIAL YEARS**

S.No.	Name of work with Agreement No. & date	Client	Place (District /State)	Financial year	Principal Item of work					Joinety Work ( Door Shutters ) Sqm.)
					Masonry (Stone/Bricks (Cum.)	RCC work ( Footing / Column/ Roof (Cum.)	Flooring (Marble/ Kota Stone/Mosaic/ Tile etc. (Sqm.)	Plaster (Sqm.)	Shuttering (Sqm.)	
1	2	3	4	5	6	7	8	9	10	11

Signature of Bidder  
(With seal whenever applicable)

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

**SCHEDULE - III**

**[Reference Clause 4 (b)]**

Details of minimum machinery and equipment required to be deployed by the contractor in the execution of the tendered work

1. Name of Bidder : .....

<b>Item</b>	<b>Minimum Nos.</b>	<b>Source availability (Owned/Leased)</b>
<i>A. Roads</i>		
a. Smooth Wheeled Roller	2 (Two)	
b. Truck/Tractor/Trailer Mounted (Tanker 1000 gallon Capacity)	2 (Two)	
c. Bitumen boiler with sprayer	1 (One)	
d. Tiper 8-10 Tonnes	6 (Six)	
e. Hot Mix Plant (40 to 60 Tonnes/Hour)	1 (One)	
f. Paver finisher	1 (One)	
g. J.C.B.	1 (One)	
h. Vibratory Roller/150-250 kN Pneumatic tyred roller with TP = 0.7 Mpa	1 (One)	
<i>B. C.D. Works</i>		
a. Weigh Batch mixer	-	
b. C.C. mixer of adequate Capacity	-	
c. Niddle Vibrator	-	
d. Plate Vibrator	-	
e. For CC Road Screed Vibrator with complete assembly	-	

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

I/We hereby undertake to deploy the machinery and equipment listed above as and when required in the execution of this work.

Date

Signature of Bidder  
(With seal, wherever applicable)

**SCHEDULE – IV**

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

S.No.	Name of work with agreement No. & date	Client	Place ( District / State )	Financial year	Cost of work as per work order	stipulated date of commencement	stipulated date of completion	Value of work done during the year
1	2	3	4	5	6	7	8	9

Signature of Bidder

Note : Certificate from concerned Engineer-in-charge should be enclosed in support & verification of above statement.

**SCHEDULE – V**

**DETAILS OF EXISTING COMMITMENTS & ON -GOING WORKS TO BE COMPLETED**

S.No.	Name of work with agreement No. & date	Client	Cost of work as per work order	stipulated date of commencement	stipulated date of completion	Value of balance work on date of tender	Likely date of completion of balance work
1	2	3	4	5	6	7	8

Signature of Bidder

Note : Certificate from concerned Engineer-in-charge should be enclosed in support & verification of above statement.

**SCHEDULE – VI**  
**DETAILS OF LITIGATION OR ARBITRATION CONTRACTS**

S.No.	Name of work with agreement No. & date	Client	Work order amount	Disputed amount claimed in Litigation/ Arbitration	Date of Raising Disputed Amount	Actual Award amount if the case is decided	Cause of Litigation & matter in dispute
1	2	3	4	5	6	7	8

Signature of Bidder

Special condition of Contract Regarding Defect Liability Period for Roads, Building, Bridges & C.D. Works costing more than 10.00 Lacs

**1. ROAD WORKS**

- 1.1 The Defect Liability Period (DLP) for all Road/ Bridge/C.D. works executed by the Contracting agency shall be maintained by them at their own cost for three years (DLP) from the date of completion of work as per the clause in the Agreement and Special Condition of Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road/ Bridge/ CD works and removal of defects during Defect Liability Period.
- 1.3 The word "Road/Bridge/CD Works" means all new Road/ Bridge/ C.D. Works construction, widening, strengthening, up-gradation, renewal and special repairs of roads and special repairs of bridge/ C.D. Works.
- 1.4 The word "Maintenance of Road/ Bridge/ C.D. works during defect Liability Period" means
  - (i) Routine maintenance of Road/ Bridge & CD Works and
  - (ii) To remove the defects as & when appear in part and entire structure of Road/ Bridge & C.D. Works in specified time.
- 1.5 The contracting agency shall do the routine maintenance of Road/ bridge & CD 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 condition 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 operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

**Special Conditions:**

1. The Contractor shall invariably test the Bitumen at Plant site before use and produce the original purchase vouchers/ CRC in respect of Bitumen prior to its use at site of work.
2. If there is any typographical error or otherwise is the BOQ the rate given in the relevant BSR on which BOQ has been prepared, shall prevail.
3. The quality control lab to be set-up by the contractor at site of work and required test shall be conducted regularly as per norms.
4. The security deposit amount of the work shall be refundable after Defect Liability period. During this period the contractor shall carry out maintenance at his own cost, if any, failing which it shall be carried out at the risk and cost and amount recoverable from S.D. and Due amount.
5. The contractors shall engage unskilled local labour from Rajasthan State preferably of the district for the execution of the work.
6. The hot mix plant, paver finisher and other machinery will be arranged by the contractors at his own level. All machinery should be updated conforming to MORTH specification for Road & Bridges. If the contractor fails in arrangement of machineries the Department will not be responsible.
7. Payment of the CC work shall only be released after conducting test on the samples taken by core cutter machine.
8. Mansoon period will be included in completion period of the work.
9. The contractor will be responsible for defect liability for 3 years (After/Final date of completion of work). For which 10% S.D of every/ any running Bill will be deducted till in final bill of the referred/ concern work (any work which cost work order more than Rs 10.00 Lacs). mode of refund of this deducted SD amount will be as mentioned below.

From date of completion after Ist year	-	20.0% of deducted amount of SD
From date of completion after IIInd year	-	20.0% of deducted amount of SD
From date of completion after IIIrd year	-	60.0% of deducted amount of SD

10. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
11. As GST act is already implemented across the country from 01.07.2017 hence all the bidders should be registered under GST regime and will be bound to comply all the provisions & amendments of GST act during the course of execution of contract.
12. Each & every page should be signed by the Contractor.
13. The contractor shall follow the contract labour Regulation and Abolition Act 1970 and rules 1971.
14. The Government shall have right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc to be made available within Two Years after payment of the final bill and if as the results of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed shall be liable to refund the amount of over payment. Besides, it shall be lawful for the department to recover the sum from him in the manner prescribed legally permissible and if is found that the contractor, in respect of any work executed by him has not been paid the amount of such under payment shall be duly paid by the Govt. to the contractor.
15. Any material not confirming to the specification collected at site shall have to be removed by the contractor within a period of three days of the instructions issued by the Engineer-in-Charge in writing, failing which, such material shall be removed by the department at risk and cost of the contractor after expiry of three days period.
16. The material collected at site and paid provisionally shall remain under the watch and ward of the Contractor till it is consumed fully on the work.



17. No work of the permanent nature shall be carried out during night or Sundays or any authorized holiday without permission in writing of the Engineer -in-charge.
18. The Contractor shall arrange his own land for the erection plants, storage and parking of machineries stacking of material etc.
19. It shall be responsibility of the contractor himself to procure earth required for construction of embankment from nearby field after temporary acquisition at his cost.
20. The work should got executed with the equipment, as per PWD specifications, Wherein the details of the type of equipment are given for various specifications and or policy circular on the subject issued from item to time.
21. All the amendment made in rules of PWD F&AR by the Rajasthan State Finance Department w.e.f. 1.7.99 & UDD orders from time to time in this contract.
22. Before allowing laying & Consolidation of WBM/WMM in road works, the full quantity of screening required for particular kilometer layer be collected at site and its measurement be recorded in measurement book, duly checked only after the contractor be allowed to carry out WBM/WMM work.
23. The contractor will procure bitumen required for the execution of work from authorized refinery at his level and furnish the bitumen testing certificate from Government agency/ District Laboratory/ Regional Laboratory/ Engineer College.
24. The Contractor will set up a Quality Control Lab for regular testing of the materials and he shall ensure that all the testing of the material/ aggregate etc is done regularly and as per the frequency prescribed in the quality control manual/ MORTH specifications, by his staff.
25. Testing of bitumen shall be done as per norms for which equipment shall be made available at site by contractor in a laboratory, to be established at plant site by the contractor, by his staff.

26. The contractor shall carryout at his expenses all the survey and plotting work before commencement of work, at very intermediate construction stage and finally after completion of work.
27. Bituminous (Recarpeting/ Renewal) work shall be allowed only after completion of construction/ repairs of CD work, supply and fixing of road furniture and dressing of berms with 4% camber as per G Schedule quantities.
28. Only those tenderers are entitled for the tender who are either having own hot mix plant of specified capacity or legal proof of taking plant of another person on lease or rent basis.
29. In Items of bituminous works anti-striping compound if not required as per test and not used, amount shall be deducted in rates of corresponding item as per provisions of PWD Road BSR 2016 & Approved ITEM.
30. For work of Reinforcement only steel of SAIL/ VIZAK-RINL/ TATA TISCON/ ESSAR/ ZINDAL VIJAINAGAR will be used as per Circular of CE (Bldg.) Dt 20.07.2012
31. A copy of work order and work completion certificate issued by the competent authority should be attached.
32. The Bidder will have to install display board at site of work as directed by Engineer-in-Charge.
33. The Contractor will have to produce the photographs of existing site before starting the work and with every running bill the photographs of work during execution. The final photographs of the work after completion will have to be produced at the time of final bill.
34. Any Type of dewatering with pump or manually required during construction in all type of condition including foul condition of cofferdam etc required shall be done by the contractor at his own cost. No extra payment shall be done.
35. Any Type of Temporary structure constructed by the Contractor except coffer Dam should be constructed on his own cost. No extra payment shall be done.

36. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
37. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

Executive Engineer

(Signature of Contractor)

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY  
OF CREDIT FACILITIES**

**BANK CERTIFICATE**

This is to certify that  
M/s..... is a reputed  
company with a good financial standing.

If the contract for the work, namely Construction of  
"....." is  
awarded to the above firms, we shall be able to provide overdraft/  
credit facilities to the extent to Rs ..... to meet their  
working capital requirement for executing the above contract.

Signature of Senior Bank Manager.....

Name of Senior Bank Manager.....

Address of Bank.....

.....

Stamp of the Bank

**Note :** Certificate should be on the letter head of the Bank

**Annexure - B**  
Ref. Clause 5(b)  
To be given on Non Judicial Stamp  
Paper Rs. 50/- duly attested by  
Oath Commissions/ Notary Public

**AFFIDAVIT**

I/We..... Proprietor/  
Partner/ Authorized signatory of M/s.....  
under take the oath that the information furnished by me/us in Schedule-  
I to VI of the Technical Bid for "....."  
....." is  
correct to the best of my/our knowledge. If any information is found to  
be incorrect UIT, Jaisalmer has right to reject the Bid and take action me/  
us as per rules.

.....  
Proprietor/ Partner/  
Authorized Signatory  
M/s.....

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

Any person participating in a procurement process shall-

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

### **Conflict of interest.-**

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

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official

duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

## Annexure B: Declaration by the Bidder regarding Qualifications

### Declaration by the Bidder

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

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

Date :  
Place :

Signature of bidder

Name:-.....  
Designation:-.....  
Address:- .....



## **Annexure C: Grievance Redressal during Procurement Process**

The designation and address of the **First Appellate Authority is Chairman, UIT, Jaisalmer.**

The designation and address of the **Second Appellate Authority is Trust Committee as per UDH Jaipur Office Order No. F.8(7)UDH/I/2012 dated 23.10.2017.**

- (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) From of Appeals:-**

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

**(6) Fee for filing Appeal:-**

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

**(7) Procedure for disposal of Appeal:-**

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

**FORM No. 1**  
**[see rule 83]**

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

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

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

Place .....

Date .....

Appellant's Signature

## **Annexure D: Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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

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

### **2. Procuring Entity's Right to Vary quantities.**

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder shall not

be entitled to any claim or compensation except otherwise provide in the conditions of contract.

- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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