

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

CORRIGENDUM

S. no.	In the Bid Document	Now read as
1	<p><u>Other Condition in (Technical Bid & Financial Bid):</u></p> <p>TECHNICAL AND FINANCIAL QUALIFICATION CONDITIONS:- The bidder can be an individual (except minor), a Proprietor, partnership firm, registered co-operative society, public or private limited company incorporated under the provisions of Indian Companies Act, 1956. Consortium or Joint Venture is not allowed. The bidder should be legally competent to enter into contract as per prevailing laws. Only those bidders meeting both the following capability criteria will be "Technically Qualified" for the invitation to furnish bid is open to all national or international firms (which include companies, partnerships, proprietary concerns etc.) who are interested in bidding for the project. Any entity which has been barred by the Central/State Government, or any entity controlled by them fro participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit bid. Bidder should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder.</p>	<p><u>Other Condition in (Technical Bid & Financial Bid):</u></p> <p>TECHNICAL AND FINANCIAL QUALIFICATION CONDITIONS:- The bidder can be an individual or in consortium/joint venture (except minor), a Proprietor, partnership firm, registered co-operative society, public or private limited company incorporated under the provisions of Indian Companies Act, 1956. The bidder should be legally competent to enter into contract as per prevailing laws. Only those bidders meeting both the following capability criteria will be "Technically Qualified" for the project and will be considered further. This invitation to furnish bid is open to all national or international firms (which include companies, partnerships, proprietary concerns etc.) who are interested in bidding for the project. Any entity which has been barred by the Central/State Government, or any entity controlled by them fro participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit bed. Bidder should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder.</p>
2	<p>Technical Capability</p>	<p>Technical Capability</p>
i	<p>The bidder should have experience of construction urban infrastructure works like Bus Queue Shelter/Street furniture/ steel fabricated installations for the last 3 years.</p>	<p>(i) The bidder (company or individual director) shall not be blacklisted/debarred from any municipal corporation of the state or by any other Municipal Corporation of India or by any department/board/corporation of GOVT. OF INDIA or of any State Govt. or any PSU and bidder should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial</p>
ii	<p>The bidder (company or individual director) shall not be blacklisted/debarred from any municipal corporation of the state or by any other Municipal Corporation of India or by any department/board/corporation of GOVT. OF INDIA or of any State</p>	

<p>Govt. or any PSU and bidder should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder. An affidavit shall be submitted in this regard on a stamp paper of Rs. 100/-</p>	<p>pronouncement or arbitration award against the bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder. An affidavit shall be submitted in this regard on a stamp paper of Rs. 100/-</p>
<p>3</p>	<p>Financial Capability</p>
<p>i</p>	<p>Contracting company should have minimum turnover equal to 30% of the estimated value of the project in last five financial years.</p>
<p>ii</p>	<p>Contracting company should have completed one work of stainless steel Bus Shelter/Similar project of equal or more than the estimated value of the project with some State Govt./Central Govt./Govt. of India undertaking company in last five years. Provide completed certificate/copy of final bill showing actual date of completion of the same with work.</p>
<p>4</p>	<p>Identify defects & Correction of defects:-</p>
<p>i</p>	<p>The Engineering –in-charge shall give notice to the contractor of any defects before the end of defects liability period/ maintenance period which will be one year after completion. The defect liability period/maintenance shall be extended as long as defects remain to be corrected. Every time notice of a defect is given, the contractor shall correct the notified defect within the limit of time specified by the Engineer-in-charge's notice. If the contractor has not corrected a defect within the time specified in Engineer-in-charge's notice, the Engineer-in-charge will assess the cost of having the defect corrected and the contractor will pay the amount.</p>
<p>ii</p>	<p>The contractor shall have to provide a field laboratory fully equipped at work site and at hot mix plant for conducting all the relevant tests mentioned in the MORTH & H specification subject to the approval of the Engineer-in-charge or his representative. The record of such tests is to be maintained in proper register duly signed by the contractor or his representative, which will become the property of Deptt. The contractor will bear all the running expenses for conducting such tests. All the tests will be carried in the presence of Engineer-in-charge or his authorized representative of Engineer-in-charge.</p>
<p>5</p>	<p>The quality control tests will be got done by department and the material for such tests will be supplied by the contractor free of cost.</p>
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6	Vendor / Manufacturing Company should be enlisted with CPWD/BUIDCO/MCG or central or state govt agency in first class category.	Vendor / Manufacturing Company should be enlisted with CPWD/BUIDCO/MCG or central or state govt agency in first class category.
7	Vendor or manufacturing company need to show completion certificate of STAINLESS STEEL bus shelters of equal or more estimated project value of tender in last 5 years of some State/ central Govt agency.	7. The Contractor will have to install display boards at side of work as directed by Engineer-in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
8	Vendor or manufacturer need to submit the completion certificate of the bus shelter/ dustbin project in stainless steel where they have managed multiple sites at one time for supplying, civil work and fixing the structure . Same situation is expected in this project.	8. DLP period of various nature of work amounting more than 25 Lacs has been revised. The time period & Conditions as per order No. D-29 dated 11-03-2016 .
9	Manufacturer should have sufficient space for manufacturing the bus shelter. All machines and space will be inspect during factory visit.	9. निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा ऑनलाईन नहीं जमा कराई जावे, सिस्टम द्वारा भी कम/अधिक राशि की बिड स्वीकार नहीं की जावेगी।
10	The Contractor will have to install display boards at side of work as directed by Engineer-in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.	10. अलग-अलग समय में जमा कराई गयी राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
11	DLP period of various nature of work amounting more than 25 Lacs has been revised. The time period & Conditions as per order No. D-29 dated 11-03-2016 .	11. एक यूटी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यूटी. आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावे।
12	निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा ऑनलाईन नहीं जमा कराई जावे, सिस्टम द्वारा भी कम/अधिक राशि की बिड स्वीकार नहीं की जावेगी।	
13	अलग-अलग समय में जमा कराई गयी राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।	
14	एक यूटी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यूटी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावे।	
Defect Liability Period :- The Defect Liability Period shall be 36 Months from the date of issue of completion certificate in (Technical Bid & Financial Bid).		
	The Defect Liability Period (DLP) for all Bus shelters including civil work, electric & all related works shall be for a period of Three year. The Defect Liability Period (DLP) for all Bus shelter shall be Three year. Bus shelter work executed by the Contracting agency shall be maintained by them at their own cost for three	Deleted

year (DLP) from the actual date of completion of work.

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

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

(i) Routine maintenance of Bus shelters.

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

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

The contracting agency shall do the routine maintenance of Bus Shelters including civil work, electrical works etc. and keep the entire Bus Shelters and structure in defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after Three year.

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

The routine maintenance activities and their periodicity:-

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

2. General

2.1 Inspection of works during Defect Liability Period

2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.Enr., at least once in three months in case of Bus Shelters. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those Bus Shelters, which are likely to be damaged by any accident.

- 2.1.2 One register has to be maintained by EIC, for recording the inspection details of works in his jurisdiction under defect liability period.
- 2.2 **Conditions regarding Security Deposit**
- 2.2.2 **Refund of SD -**
The Security Deposit will be release after successful completion of defect liability period of Three year from date of completion of project.
- 2.2.3 **Forfeiture of SD-**
In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 5 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.
- 2.2.4 **Force Majeure**
The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contracting agency.

SPECIAL CONDITION OF THE CONTRACT FOR POST QUALIFICATION OF CONTRACTORS

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

Special conditions of contract for **POST QUALIFICATION** as detailed here under, shall be applicable in addition to all other terms and condition already prescribed under standard agreement forms/rules and regulations to contract.
Joint venture not allowed

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

Joint venture is allowed and Conditions of Joint venture shall be as per JDA office order D-374 dt. 03.06.2015 as follows:-

In case the bidder comprises a joint venture of consortium, following requirements shall also be complied with:-

- a. The total number of J.V. partners shall not exceed 2 (Two). They must designate lead partner duly authorized by all the members who will represent the J.V. Any of the two partners can be lead partner. The lead partner shall be nominated as being partner-in-charge and this authorization shall be evidenced by submitting power of attorney signed by the legally authorized signatories of all the partners.
- b. The partner-in-charge (or, the lead partner) shall be authorized to incur liabilities and to receive instructions on the behalf of the partner of the Joint Venture, whether jointly or separately, and entire execution of concrete (including payment) shall be carried out exclusively through the partner-in-charge.
- c. The share of one of the two partners shall not be less 26% and rest of the share shall be held by other partner (For example if share of one partner is 26% then for other partner it will be 74%.) The JDA will only send communication to the lead partner, which will be deemed to have been sent to all the J.V. partners. Similarly, any concluded with all the J.V. partners. All the members of J.V. shall be by the said communication and all acts/deeds of the lead member.
- d. Any one of to the two partners, alone, should fulfill the technical Criteria, Similarly, any one of the two partner, alone, should fulfill the Financial criteria For rest of the eligibility criteria, qualifications of the two partners may be clubbed together.

- e. The individual partner of J.V. alone or with other partners cannot participate in the same bid.
- f. Bid capacity is to be calculated by clubbing turn over and work in hand of all the joint venture firms.
- g. Attested copy of the MoU/Agreement/power of attorney entered into by the joint venture/consortium members duly notarized shall be submitted along with the bid with intended percentage participation nomination of lead member and division of responsibility to clearly define the work of each member etc.
- h. All the member of the joint venture/consortium shall be jointly and severally liable for the execution of the Concrete.
- i. In the event of default by any member of joint venture/consortium in the execution of his part of concrete, the partner-in-charge will have the authorized to assign the work to any other party acceptable to the employer to ensure the execution of the part of concrete.
- j. If any initially the bid has purchased and submitted by the any partner of JV firm, in case of JV bid accepted the work order will be issued in favour of name of JV and the bidder will submit details of JV bank account to which payment is to be deposited by JDA.
- k. The experience certificate will be issued as per percentage of the shareholders define in the JV agreement of the two partners.

Rest all conditions will remain same.

1. Procedure:

Procedure for Post Qualification would be as follows:

(c) The Technical Bid envelope would be opened on the date 07.09.2015 at 3.00 PM. in the chamber of ACE-V, JDA, Jaipur.

2. Criteria:

Criteria for POST QUALIFICATION would be as follows:-

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

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

(e) Bid capacity :- Bidders who meet the minimum qualification criteria will be qualified only if available bid capacity is equal to or more than the total Bid value. The available bid capacity will be calculated as under:-

Where N= Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 0.83

1. Procedure:

Procedure for Post Qualification would be as follows:

(c) The Technical Bid envelope would be opened on the date 18-10-2016 at 3.00 PM. in the chamber of ACE-V, JDA, Jaipur.

2. Criteria:

Criteria for POST QUALIFICATION would be as follows:-

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

S. No.	Item	Quantity
A	Earth Work	8369.00 Cum
B	GSB/WMM/WBM	4838.00 Cum
C	BT work by Paver	5058.00 MT
D	Precast reinforced cement concrete Box of size 0.60 m x 0.60 m and above / Pipe of dia 600 mm and above	2325.00 Rmt.

(e) Bid capacity :- Bidders who meet the minimum qualification criteria will be qualified only if available bid capacity is equal to or more than the total Bid value. The available bid capacity will be calculated as under:-

Where N= Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 0.66

SCHEDULE - II

[Reference clause 3(b)]

Details of Quantities of work executed during last Five financial years

S. No.	Name of Works (With agreement No. & Date)	Client	Place (district)	Financial Year	Principal items of work				Page No.
					Earth work	GSB/ WBM/ WMM	BT work by paver	Precast reinforced cement concrete Box/Pipe (dia 600mm and above)	

Signature of Bidder

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

SCHEDULE - II

[Reference clause 3(b)]

Details of Quantities of work executed during last Five financial years

S. No.	Name of Works (With agreement No. & Date)	Client	Place (district)	Financial Year	Principal items of work				Page No.
					Earth work	GSB/ WBM/ WMM	BT work by paver	Precast reinforced cement concrete Box of size 0.60 m x 0.60 m and above/Pipe of dia 600 mm and above	

Signature of Bidder

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

CHEDULE -VII

[Reference Clause 3(h)]

BID CAPACITY

Name of Bidder: - _____

1.	A = Maximum value of civil Engineering works Executed in any one year during the last five Years (Updated to present price level)	_____ Lacs	Certified details enclosed at Page No. _____
2.	N = Number of years prescribed for completion of the Work for which bids are invited	0.83	
3.	B = Value, at present price level of existing Commitments and ongoing works to be Completed during the next N Period.	_____ Lacs	Certified details enclosed at Page No. _____

Bid Capacity = A x N x 3 - B = _____ Lacs

Signature of Bidder

CHEDULE -VII

[Reference Clause 3(h)]

BID CAPACITY

Name of Bidder: - _____

1.	A = Maximum value of civil Engineering works Executed in any one year during the last five Years (Updated to present price level)	_____ Lacs	Certified details enclosed at Page No. _____
2.	N = Number of years prescribed for completion of the Work for which bids are invited	0.66	
3.	B = Value, at present price level of existing Commitments and ongoing works to be Completed during the next N Period.	_____ Lacs	Certified details enclosed at Page No. _____

Bid Capacity = A x N x 3 - B = _____ Lacs

Signature of Bidder


Executive Engineer Zone-5,
JDA, Jaipur.

