

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

No. JDA/ E.E/ (HQ) / 2016-17/D- 983

Dated :- 23-5-16

SCHEDULE AND SPECIFICATIONS

NIB No. JDA/EE-HQ/01/2016-17

Name & Address of the Procuring Entity	Executive Engineer (HQ), Jaipur Development Authority Address: Room No 137, First Floor, Main Building Ram Kishore VyasBhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 (Rajasthan)
Subject Matter of Procurement	Supply of JCB (excavator cum loader) Type 3D on hire including POL & driver for flood control work in JDA region, Jaipur for the year 2016-17(Rate Contract)
Bid Procedure	Single-stage (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	LCBS-L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment *	Website: www.jda.urban.rajasthan.gov.in For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee& RISL Processing Fee Deposit, online only, and Bid Security Deposit by online or BG. - Bidding document fee: Rs 500.00 (Rupees Five Hundred only) - RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only) - Requisite Bid Security Deposit - If Bidder opt pay the bid security by BG, The Bank Guarantee Should be valid for next Six (6) months after the date of Bid Opening date. - A copy of the such Band Guarantee will be required to be attached with the bid submission document uploaded on E-Procurement portal of GOR
Estimated Procurement Cost	INR Rs. 48,20,000.00 (Rupees Forty Eight Lacs Twenty Thousand only)
Bid Security Deposit	Amount (INR) : 2% (Rs. 96,400.00) (For A & AA Class contractor registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 24100.00) (For Contractor registered in JDA) for Bidder registered as contractor in JDA, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction
Start/End Date of documents sale/ download/ Bid Participation Amount Deposit on JDA portal	Start Date: 25.05.2016 from 10.00 AM onwards End Date: 06.06.2016 upto 6.00 PM
Start/End date of Bid Submission on www.eproc.rajasthan.gov.in	Start Date: 25.05.2016 from 10.00 AM onwards End Date: 06.06.2016 upto 6.00 PM
Physical Bank Guarantee Submission Start Date (if opt EMD pay through Bank Guarantee	Start Date 08.06.2016 From 10.00 AM onwards (The Bank Guarantee will be physically handed over the nodal officer of on line tendering system on JDA i.e. D.D. (E&B) in room No. 225A Main Building JLN Marg, JDA, Jaipur)
Physical Bank Guarantee Submission Closing Date (if opt EMD pay through Bank Guarantee	Date 09.06.2016 Upto 3.00 PM (The Bank Guarantee will be physically handed over the nodal officer of on line tendering system on JDA i.e. D.D. (E&B) in room No. 225A Main Building JLN Marg, JDA, Jaipur)
Date/ Time/ Place of Technical Bid Opening	NA
Date/ Time/ Place of Financial Bid Opening	09.06.2016 at 4.00 PM Room No 137 First Floor, Main Building Ram Kishore VyasBhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 (Rajasthan)
Bid Validity	120 days from the bid submission deadline
Completion period of work	6 Months
Job No.	13/2016-17

Note:

1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

SCHEDULE 'A' INFORMATION USEFUL FOR THE CONTRACTORS :

The tenderer should see the site and fully understand the condition of the site before tendering and include all lead, lifts etc. for the material in his item rate/percentage to be quoted on the rates as given in the schedule 'G' Then work shall be carried out in accordance with the Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer-Incharge of the work.

SCHEDULE 'B' LIST OF THE DRAWING TO BE SUPPLIED BY THE DEPARTMENT :

The drawing may be seen in office of the undersigned.

SCHEDULE 'C' LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR :

List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after depositing necessary cost within JDA.

SCHEDULE 'D' TEST OF THE MATERIALS :

The test of the material and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standards and or the standards laid down in the detailed specification of the Public works Deptt. Proper quality control is required to be maintained by the contractor qualified personal as required under the contractor enlistment's rules duly approved by the Deptt. Shall have to be engaged at site by the contractor. The deptt. reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

SCHEDULE 'E' SAMPLES OF THE MATERIALS :

The samples of the material to be used by the contractor shall be deposited 15 days in advance with the Engineer Incharge and be got approved by him before use.

SCHEDULE 'F' TIME OF COMPLETION :

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

The bidders are required to sign enclosed annexure A,B,C &D, in case of appeal under article 38 of RTPP Act. 2012, ACE-IV/Dir.Engg.-II, is first appellate authority and JDC is IIInd appellate authority.

SCHEDULE 'G' : ATTACH SEPARATELY BASED ON 2015 JDA BSR Item.**SCHEDULE 'H' : SPECIAL CONDITION & Term Condition: ATTACHED SEPARATELY.**

SCHEDULE 'I' : List of material to be supplied by THE Department:

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

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

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

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

1. Date of submission of Bid Cost, Process Cost & EMD upto 06.06.2016 upto 6.00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid applying, Online payment & Bid submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.
2. A bidder can submitted bid security deposit through bank guarantee, if a bidder opt bid security to be deposited through Bank guarantee, the bank guarantee should be valid for next Six (6) month after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system on JDA i.e. D.D.(E&B) in room No. MB-SF 225A main building, JLN marg, JDA, Jaipur, as per specified in bid documents, Annexuer-5. Bank Guarantee Will be in specified performa enclosed with this bid documents.

Annexure '1' : As part of NIB Document

Annexure '3' : As part of NIB Document

Annexure '4' : Template of Online Receipt as part of NIB Document

Annexure '5' : Specified performa of Bank Guarantee.

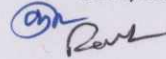
Annexure 'A' : Compliance with the Code of Integrity and No Conflict of Interest.

Annexure 'B' : Declaration by the Bidder regarding Qualifications.

Annexure 'C' : Grievance Redressal during Procurement Process.

Annexure 'D' : Additional Conditions of Contract.


Executive Engineer (HQ)
JDA, Jaipur



Process for Participation & Depositing Payment Online

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

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years). For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

- Online through Internet Banking, Debit Card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS / NEFT / Transfer in Bank Account Number **675401700586** IFSC Code **ICIC0006754** of ICICI BANK Limited, JDA Campus Jaipur.

In case of RTGS / NEFT / Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR / Reference number from the bank. This number requires to be updated while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per **Annexure-4**. The bidder is required to fill

the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along

with contact detail is available on JDA website www.jda.urban.rajasthan.gov.in under

e-Services>>JDA Tender

For Example

Annexure: 4

Template of Online Receipt as part of NIB Document

Bidder has to submitted as proof of deposited amount against the Bid
on e-Procurement Protal

Jaipur Development Authority

Bid Participation Receipt

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

Bid Detail

Bid Id :	6215152001	Procurement Entity :	XXXXXXXXXXXXXX
Bid Title :	Testing		
Bid Value :	300000	Bid Opening Place :	Manthan Hall, Jaipur Development Authority

Bidder Detail

Name of Entity :	XXXXXXXXXXXXXX	Mobile :	9829012345
Registration Type:	Individual	Instrument Amount :	32500.00
Payment Mode:	Online/UTR	Payment Channel :	Payment Gateway/ICICI Branch - JDA
Instrument No :	456123789	Instrument Date :	17-06-2015

Dates Detail

Sr. No.	Event Name	Event Date
1	Publishing Date	01/06/2015 01:00 PM
2	Bid Opening Date	01/07/2015 03:00 PM

Specific Instrument Detail for eProc Rajasthan

Instrument Type: DD			
Instrument Number	Head Name	Amount	Date
10000	Tender Fee	400.00	05/06/2015
10001	RISL Processing Fee	1000.00	05/06/2015
10002	Bid Security Deposit	30,000.00	05/06/2015
Issuer Detail : Jaipur Development Authority		ChallanNumber:	641515600014

Specified Bank Guarantee Performa

Section - 6

Form of (Bank Guarantee) -En cashable at branch of the bank in Jaipur City.

To
Secretary,
Jaipur Development Authority,
Jaipur

Sub:
Bank 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 "-----"
-----" (Name of work).

WHEREAS, _____ [name of Bidder with address] (hereinafter called "the Bidder") has submitted his Bid datedfor the work of "-----"
-----".(Name of Work) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we _____
_____ (Name of Bank) of having our registered office at _____
_____ [name of country] having our registered office at _____
_____ (hereinafter 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 words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

That on demand of JDA , this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

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

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.

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 appropriate non-judicial stamps.]

SPECIAL CONDITIONS

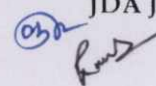
SCHEDULE 'H'

01. Use of Bitumen mixture tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the bidder at his own level/cost.
02. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
03. The bidder shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause an audit technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the bidder was paid less than that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Wherever any claim against the bidder for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the bidder, In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
07. The rate quoted by the bidder shall remain valid for a period of 4 (Four) months from the date of opening of the bids.
08. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
10. All transaction in this execution of this work and this bid will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his bid prior to expiry of said validity period given at S.No. 7 or mutually extended period or makes modifications in the rate, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding he will stand debarred for 6 Months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement.
12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
13. The bidder shall arrange his own storage tanks upto 10 Tenes capacity for storing bulk bitumen wherever supplied by the department.

14. Rules regarding enlistment of bidder provide that work up to the times limit for which they are qualified for bidding can be allotted to them, Therefore, before bidding the bidder will keep this in mind, and submit the details of the work. Bids with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site have to be removed by the bidder within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under and ward of the bidder till it is consumed, fully on the work.
17. The rates provided in bid documents are inclusive of all Taxes and royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the bidder at his own cost.
21. Undersigned has full right to reject any or all bids without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted by mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. Special Conditions of contract regarding defect liability period (DLP) for roads works costing Rs. 25.00 Lacs and more shall be applicable.
25. The bidders are required to submit copy of their enlistment as bidder.
26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
27. Any bid received with unattested cutting/ overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
28. All the provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT 2012 and Rules 2013 provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT 2012 and Rules 2013 shall be applicable.
29. If any bidder quotes a rate below than the schedule "G" rates, i.e., rates below than at par, then the bidder has to deposit the difference amount i.e. amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work., Lowest bidder will be issued LOA (Letter of Acceptance) and within 14 days period he has to deposit difference amount in the form of B.G./FDR/NSC. The validity of these shall be for a period three months beyond the stipulated dated 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 (HQ)
JDA JAIPUR

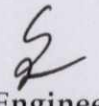


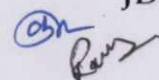
Term & Condition

JCB

- 1 The agency should have at least 1 No. JCB of its own for which attested documentary proof will mandatory be submitted by the agency failing which tender will summarily be liable for rejection.
- 2 The contractor shall have to provide and start work with short notice either telephonically or on writing.
- 3 If contractor fails to do so, work will be carried out by other agency on his cost and whole of deposit money will be forfeited.
- 4 The contractor shall give his full postal address with telephone No./Mobile No. on which the order may be placed.
- 5 The JCB Excavator cum Loader should be in perfect condition.
- 6 No hire charges shall be paid if JCB Excavator cum Loader will be out of order, under repair or in absence of driver.
- 7 JDA may demand any number of JCB Excavator cum Loader as and when required at any point of time for required duration for which the agency will be bound to supply.
- 8 Supply of machinery can be ordered by JDA on any day and agency shall have to arrange the required number of JCB Excavator cum Loader within 12 hours of the issue of order failing which supply shall be taken from any other agencies on available rate, excess expenditure so occurred shall be recovered from the agency.
- 9 Generally JDA will place the order to the approved agency but JDA will be free to engage the machinery from other agencies too on approved rates. For this no claim shall be made by the approved rate contract agency.
- 10 The JCB Excavator cum Loader should be properly registered, insured and holding registration certificate etc., which should always remain with the driver and for any laps there of the supplying shall be responsible.
- 11 The quantum of work can be increased or decreased from the estimated amount i.e. Rs. 48.20 Lacs. In such condition no claim/compensation shall be paid to the agency.
- 12 In order to secure prompt delivery of goods or services or execution of works parallel rate may be entered with more than one bidder in the order of their standing in final evaluation, by giving them counter offer of prices of the lowest or most advantageous bidder.
- 13 Rates approved under rate contract shall be governed by price fall clause which provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to any one in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.

**Singnate of Contractor
With full address**


**Executive Engineer (H.Q.)
JDA, 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 the 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 anti-competitive 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 a 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 is 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 Entity;
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 proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement Contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is JDC

The designation and address of the Second Appellate Authority is EC

(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) Appeal 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 Appeal

- (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 officer/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 proposes 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 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.

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 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.

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of Work :- Supply of JCB (excavator cum loader) Type 3D on hire including POL & driver for flood control work in JDA region, Jaipur for the year 2016-17(Rate Contract)						
Contract No: NIB No. EE-HQ/01/2016-17						
Bidder Name:				Excess (+)		%
<u>SCHEDULE OF WORKS</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	Supply of JCB (excavator cum loader) Type 3D on hire including POL & driver at different sites as Directed by Engineer in charge.	2073.60	Per Hour	745.00	Rupees Seven Hundred & Forty Five Only	1544832.00
2.00	Supply of JCB (excavator cum loader) Type 3D on hire including POL & driver at different sites as Directed by Engineer in charge. Rate for idle period (50% of rate)	8294.40	Per Hour	372.50	Rupees Three Hundred & Seventy Two and Paise Fifty Only	3089664.00
Total Estimated Cost in Figures						4634496.00
Quoted Amount					4634496.00	4634496.00
Quoted Rate in Words		Rupees Forty Six Lakh Thirty Four Thousand Four Hundred & Ninety Six Only				