



JAIPUR DEVELOPMENT AUTHORITY

Room No. 101, 1st Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle,
Jawahar Lal Nehru Marg, Jaipur – 302 004
Telephone: +91-141-2569696

Annexure: 2

No:- JDA/Sr.Horti./2016-17/D-

Dated:

NOTICE INVITING BID

NIB No. : Sr. Horti./2016-17/**18**

Name & Address of the Procuring Entity	- Name: Sr. Horticulturist, Jaipur Development Authority - Address: Room No. NB-SF-205, IIIrd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan) - Email: bhojrajrajawat@gmail.com
Subject Matter of Procurement	Horticulture & Beautification Development work on JDA Land around Jawahar Circle and near by Rajasthan Housing Board, EHCC Hospital, Bajri Mandi Road, Amer Clark Hotel, including maintenance of one year in H. zone-I
Time Period	12 Month
Bid Procedure	Single bid open competitive E bid procedure at eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	Websites: www.sppp.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in, http://eproc.rajasthan.gov.in
Website for online bid 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, online only. - Bidding document fee: Rs. 1000/- Rupees - Tender Processing Fee: Rs. 1,000/- Rupees
Estimated Procurement Cost	INR 267,97,000/- (Rupees Two Crore Sixty Seven Lacs Ninety Seven Thousand only)
*Bid Security Deposit	- Amount (INR): 2% (Rs.535940/-) of Estimated Procurement Cost (For A & AA class contractor registered in other department) - Amount (INR): 0.5% (Rs. 133985/-) of Estimated Procurement Cost for Contractor registered in JDA & 1% for sick industries other than S.S.I. of Rajasthan whose cases are pending with Board of Industrial & Financial Reconstruction (BIFR). - In case bidder opts to submit bid security through bank guarantee, the bank guarantee should valid up to 120 days from the date of opening of the bid.
Bid Procedure	Single stage open competitive bid (Financial Bid) through eBid procedure at http://eproc.rajasthan.gov.in
Publishing date on SPPP Portal	10.06.2016 at 11:00 AM onwards
Document sale/download/ Bid Participation amount deposit start date on JDA Portal	10.06.2016 at 11:00 AM onwards
Bid Submission Start Date on eProc Portal of GOR	10.06.2016 at 11:00 AM onwards
Document sale/download/ Bid Participation amount deposit End date on JDA Portal	24.06.2016 at 06:00 PM
Bid Submission End date on eProc Portal of GOR	24.06.2016 at 06:00 PM
Physical BG submission Start Date	25.06.2016 at 11:00 AM
Physical BG submission End Date	29.06.2016 at 04:00 PM

**Date/ Time/ Place of Bid Opening	➤ 30.06.2016 at 11:00 AM ➤ NB-SF-205, IIIrd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline.
*The amount is to be deposited by bidder online or through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online. The bidder will also have choice of submitting bid security deposit (BSD) through Bank Guarantee (BG) also. In case the bidder opt to submit bid security through BG, the bidder will provide details of BG viz. Bank guarantee No, issuing date, expiring date etc. on online tendering system of JDA. However the tender fees and processing charges of RISL continue to be paid through online mode only i.e. Payment Gateway or RTGS/NEFT. A copy of bank guarantee will be required to be attached with the bid submission document uploaded on e-procurement portal of GoR. The original Bank Guarantee will be physically handed over only after schedule date and time of closing for submission of bid on e-procurement portal of GoR to Nodal Officer of online tendering system of JDA (Presently in Room No. MB-SF-225A of Main Building). After verification, original BG will be sent to respective procuring entity which will be refunded/ returned by procuring entity as per rules. ** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date.	
Note: - Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. - 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. - 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). - 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. - Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process. - Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoI T&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 - The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. - No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. - Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. - 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.	

Sr. Horticulturist
JDA, Jaipur
 Procuring Entity

Process for Participation & Depositing Payment Online

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

To participate in the bid, bidder has to be:

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).
Registered on JDA website www.jda.urban.rajasthan.gov.in for participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee and RISL Processing Fee online on website www.jda.urban.rajasthan.gov.in only. Bid Security Deposit may be deposited online or through bank guarantee in the manner prescribed in bid document.
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 [eServices](#)>>JDA Tender

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

Jaipur Development Authority, Jaipur.	
Bid Participation Receipt	
	Date & Time:-
Bid Detail	
Bid ID:	Procurement Entity:-
Bid Title:	
Bid Value:	Bid Opening Place:
Bidder Detail	
Name of Entity:	Mobile No.:
Registration Type:	Instrument Amount:
Payment Mode:	Payment Channel:
Instrument No.:	Instrument Date:

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

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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of work: Horticulture & Beautification Development work on JDA Land around Jawahar Circle and near by Rajasthan Housing Board, EHCC Hospital, Bajri Mandi Road, Amer Clark Hotel, including maintenance of one year in H. zone-I.

SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :

The tenderer should see the site and fully understand the condition of the site before tending & should include all leads, lifts etc. for the material in his item rate for the items as given in the Schedule-G. Then work shall be carried out in accordance with the B.I.S./ IRC/ MORT&H/ IS/ Rajasthan PWD/ JDA detailed specification and to the entire satisfaction of Engineer-in-charge of the work.

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

The drawings may be seen in the office of under signed.

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

List of the drawing to be supplied by the contractor is Nil.

SCHEDULE – 'D' : TEST OF THE MATERIALS :

The test of the material and working and workmanship shall be conducted by the Engineer-in-charge of work and quality control cell as per norms. The result of such tests should confirm to the standard laid down in the Indian Standard, the detailed specification of the B.I.S./ IRC/MORT&H/IS/ Public Works Department, Rajasthan. Proper quality control is required to be maintained by the Contractor. Qualified personnel as required under the contractor enlistment's rules shall have to be engaged at site by the Contractor. In case of failure, the department reserves the right to engage such staff and to recover wages from the Contractor. The contractor shall provide facility of each test at site. The expenses shall be recovered from the contractor in case of his failure to do so.

SCHEDULE – 'E' : SAMPLES OF THE MATERIALS :

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

SCHEDULE – 'F' : TIME OF COMPLETION :

The work should start within 7 days of issue of work order and complete within the prescribed time period. In case of failure, the contractor shall be liable for action under the conditions of agreement and special conditions of the tender.

SCHEDULE – 'G' : BILL OF QUANTITIES : Attached separately.

SCHEDULE - 'H' : SPECIAL CONDITON : Attached separately.

SCHEDULE – 'I' : LIST OF THE MATERIAL TO BE SUPPLIED BY THE DEPTT :

No material will be supplied by the JDA. Contractor has to arrange all the materials at his own cost.

SCHEDULE – 'J' : COST OF BID DOCUMENTS, PROCESSING FEES & BID SECURITY:

As per details given in Annexure -2

SCHEDULE – 'K' : OTHER SPECIAL CONDITON : Attached separately

Signature of the Bidder
With full address

Sr. Horticulturist
JDA, Jaipur

SPECIAL CONDITIONS

~~SCHEDULE 'H'~~

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level/cost?
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then 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 bay the JDA to the contractor.
05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the contractor for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
07. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 9 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has to be put to retendering, he shall stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit/Performance guarantee and other action under agreement
12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tarboiler, sprayer etc.
13. The contractor shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of contractors provide that work ;upto five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-Incharge in writing.

Failing which, such material shall be removed by the Engineer-Incharge at risk and the contractor after expiry of 3 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. The rates provided in tender documents are inclusive of all Taxes 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 Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the 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 tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
28. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, will be applicable. if there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013 shall be applicable.

Signature of Contractor
with full address & Mobile No.

Sr. Horticulturist
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 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 subcontractor, not otherwise participating as a bidder, in more than one bid; or
- (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice inviting Bids No.....Dated.....I/wehereby 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 :

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, JDA, Jaipur**

The designation and address of the Second Appellate Authority is **PS/ACS, UDH, GoR, Jaipur**

(1) Filing an appeal:-

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

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

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

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

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

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

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

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

(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

- (a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing
- (b) On the date fixed for hearing, the first appellate authority 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.

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 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 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.

SCHEDULE 'H': CONDITION OF CONTRACT

FORM No. 1

[see rule 83]

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

Appeal No.....ofBefore
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

Format of (Bank Guarantee) -Encashable 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 dated for 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.]

जयपुर विकास प्राधिकरण, जयपुर

जवाहर सर्किल के चारों ओर एवं आसपास के क्षेत्रों यथा हाउसिंग बोर्ड कार्यालय के समीप, ईएचसीसी अस्पताल के पास, टर्मिनल-2 के कट के पास, बजरी मंडी रोड, क्लार्क आमेर होटल के पास उद्यानिकी सौन्दर्यकरण एवं विकास कार्य मय एक वर्ष का संधारण कार्य संबंधी नियम एवं शर्तें

1. अन्य राजकीय विभागों/बोर्डों/निगमों/प्राधिकरणों में उद्यानिकी श्रेणी 'ए' एवं 'एए' में पंजीकृत एवं जयपुर विकास प्राधिकरण में प्राधिकरण के आदेश क्रमांक जविप्रा/तसनिअ-1/2014-15/डी-753 दिनांक 16.02.15 के अनुसार उद्यानिकी कार्यों (Horticultural work) हेतु निम्नानुसार निर्धारित श्रेणी में पंजीकृत संवेदक ही निविदा में भाग लेने के पात्र होंगे।

श्रेणी	कार्य की अनुमानित लागत राशि
H-I	कोई सीमा नहीं
H-II	रु. 100 लाख तक के कार्यों के लिये
H-III	रु. 50 लाख तक के कार्यों के लिये
H-IV	रु. 30 लाख तक के कार्यों के लिये

2. फर्म द्वारा पिछले पाँच वर्षों में राज्य सरकार/निगम/सार्वजनिक क्षेत्र के उपक्रमों में उद्यान/पार्क का विकास एवं संधारण तथा रोड साइड प्लान्टेशन व उसके संधारण संबंधी अथवा दोनों कार्य निविदा राशि के 50 प्रतिशत राशि के बराबर मार्च, 2016 तक पूर्ण कर इस आशय की संबंधित विभाग से जारी कार्य निष्पादन रिपोर्ट निविदा के साथ संलग्न करना आवश्यक है।

अ:- विकास कार्य बाबत -

1. संवेदक को जिस-2 क्षेत्र का कार्य आदेश मिलता है उसमें विचाराधीन सिविल कार्य क्षेत्र में सम्पूर्ण सिविल कार्य पूर्ण होने के पश्चात उद्यानिकी विकास कार्य को एक माह में पूर्ण करना होगा।
2. विकास कार्यों के अन्तर्गत पार्क क्षेत्र में दूब लगाना, क्यारियां खोदना, पेड़ - पौधे एवं झाड़ियां लगाना, पौधों का परिवहन करना, खाद, दूब व क्यारियों में देना, कीटनाशक दवाई का प्रयोग करना, साफ सफाई व दूब काटने का कार्य इत्यादि कार्य संवेदक द्वारा किया जावेगा।
3. पार्क क्षेत्र के समस्त विकास संबंधी कार्य पूर्ण होने के पश्चात् इस विकसित क्षेत्र की मात्रा को संधारण कार्य में निर्देशानुसार सम्मिलित किया जावेगा।
4. कार्यादेश जारी होने की दिनांक से सात दिवस में निर्धारित प्रजाति एवं मापदण्ड के पौधे, बेले व ग्राउण्ड कवर का स्टॉक कार्य स्थल पर करना होगा। स्टॉक संबंधित अधिकारियों द्वारा प्रमाणित किये जाने के उपरान्त ही तदनुसार कार्यस्थल पर पेड़-पौधे लगाये जायेंगे। संवेदक अपनी इच्छा से पेड़-पौधे नहीं लगायगा इसके उपरान्त भी यदि संवेदक द्वारा मनमर्जी से पेड़-पौधे लगा दिये जाते हैं तो उन्हें हटवा दिया जावेगा जिसका कोई भी भुगतान देय नहीं होगा।
5. विकास संबंधी समस्त कार्य निर्धारित समय पर पूर्ण करना होगा। निर्धारित समय पर कार्य पूर्ण नहीं होने पर विभाग द्वारा अन्य कोई सूचना देने की अपेक्षा किसी अन्य संवेदक से प्रचलित/बाजार दर से कार्य करवा लिया जावेगा एवं विभाग द्वारा दी गई अतिरिक्त राशि संवेदक से वसूल की जा सकेगी एवं अनुबन्ध के निस्तारण हेतु अन्य आवश्यक कार्यवाही की जा सकेगी। अनुबन्ध के अनुसार संवेदक को विभाग में निविदाओं में भाग लेने से 'डी-बार' भी किया जा सकता है। आप द्वारा कार्य नहीं करने की

स्थिति में अन्य पार्क में कार्य कर रही ऐजेंसी से उसकी दरों पर कार्य करवा लिया जावेगा। जिसकी राशि संवेदक से वसूल की जावेगी।

6. विभाग द्वारा किसी अन्य पार्क में विकास कार्य की आवश्यकता पडने पर इस कार्य के अन्तर्गत कार्य करवाया जा सकता है, जिसका भुगतान संवेदक को इसी निविदा के तहत किया जावेगा।
7. दूब संवेदक को स्वयं के खर्च पर खरीद कर लाकर निर्धारित स्थान पर लगानी होगी। दूब मण्डावरी, जोधपुरी किस्म की होनी चाहिये।
8. दूब लगाने से पूर्व उस क्षेत्र को समतल करना, विभाग द्वारा आपूर्तित मिट्टी फैलाना व माउन्डस बनाना, कंकर पत्थर हटाकर दंताली से साफ सफाई कर खाद मिलाकर दूब लगाने योग्य बनाना व दूब लगाने का कार्य करना होगा।
9. दूब लगाने के काम में ली जाने वाली गोबर की कम्पोस्ट खाद स्वयं संवेदक को निर्धारित मात्रा में खरीद कर डालनी होगी, जिसका भुगतान विभाग द्वारा G-Schedule के अनुसार देय होगा। साइट इंचार्ज द्वारा प्रस्तावित मात्रा का प्रमाणीकरण करने के पश्चात संवेदक द्वारा बिल दिये जाने पर भुगतान देय होगा।
10. विकास संबंधी कार्य की आवश्यकतानुसार घटाया- बढ़ाया जासकता है एवं आवश्यकता नहीं होने पर कार्य नहीं भी करवाया जा सकता है।
11. पार्क में लगे सभी बोरिंग पम्प चलाने हेतु तकनीकी स्टाफ की व्यवस्था संवेदक को करनी होगी। मोटर पम्प जलने, खराब होने, मरम्मत व वायरिंग केबल इत्यादि का कार्य संवेदक को स्वयं के स्तर पर उसी दिन करना होगा एवं इस पर खर्च होने वाला समस्त भुगतान संवेदक को स्वयं के स्तर पर करना होगा। उसका पुर्नभरण जविप्रा द्वारा नहीं किया जावेगा व साथ ही उसी दिन मोटर पम्प ठीक नहीं होने पर 1000/- रुपये प्रतिदिन के हिसाब से पेनल्टी लगाई जावेगी तथा जब तक मोटर पम्प ठीक नहीं हो जाता तब तक पार्क/उद्यान में पानी पिलाने की वैकल्पिक व्यवस्था संवेदक को करनी होगी। जिसका अतिरिक्त भुगतान देय नहीं होगा व पार्क को हमेशा हरा-भरा रखेगा। यदि बोरिंग का जल स्तर नीचे चला जाता है तो आवश्यकतानुसार पाइप क्रय करके जोड़ने का, मोटर को निकालने व वापिस डालने का व्यय संवेदक को करना होगा जिसका पुर्नभरण प्राधिकरण द्वारा देय नहीं होगा।
12. पांच हैक्टर से अधिक क्षेत्र के पार्क में विकास एवं संधारण हेतु दो ट्रेक्टर मय ट्रौली/टैंकर की आवश्यकता होगी जिसके रजिस्ट्रेशन एवं बीमा संबंधी सभी दस्तावेजों की प्रति कार्यादेश जारी करने से पूर्व जमा करानी होगी।

ब- संधारण कार्य बाबत -

1. **कार्य प्रारम्भ एवं समाप्ति:-** पार्कों के रख-रखाव के आदेश मिलते ही तीन दिवस में सम्बन्धित साईट इंचार्ज से पार्क सम्भालने होंगे एवं जिसकी चार्ज रिपोर्ट की प्रतिलिपि कार्यालय में प्रस्तुत की जावेगी। उसी तरह अनुबन्ध की समाप्ति पर चार्ज पुनः उपरोक्त अधिकारियों को संवेदक द्वारा सम्भलाया जाकर चार्ज रिपोर्ट की प्रतिलिपि पुनः प्रस्तुत करनी होगी ताकि तदनुसार उन्हें बकाया अंतिम भुगतान एवं नोडयूज प्रमाण पत्र दिया जा सके।
2. **निविदा स्वीकृति का आधार:-** संवेदक को पार्क का विकास एवं संधारण बी.एस.आर.-2016 की आइटम दर से स्वीकृत दरों पर करनी होगी। निविदा में विकास कार्य व संधारण कार्य के लिए अंकित की गई राशि को जोड़ने के पश्चात् प्राप्त न्यूनतम राशि के आधार पर निविदा का मूल्यांकन किया जावेगा तथा

 

पूर्णरूप से न्यूनतम रहने पर ही प्रथम न्यूनतम माना जायेगा। निविदा का निर्धारण विकास एवं संधारण के अलग-अलग कार्यों की अलग-अलग दरों पर नहीं किया जावेगा, एवं सशर्त निविदा बिना आंकलन के निरस्त मानी जावेगी।

3. **कार्य विवरण:-** संधारण संबंधी समस्त कार्य उस क्षेत्र के साईट इंचार्ज द्वारा दिये गये निर्देशों के अनुरूप करना होगा। आपेक्षित प्रमुख कार्यों का विवरण निम्न प्रकार होगा –

क्र. सं.	कार्य का नाम	कार्य संख्या
1.	उद्यान/सर्किल में लगी दूब में पानी देने का कार्य	प्रत्येक माह मार्च, अप्रैल, मई, जून माह में 15 बार, जुलाई, अगस्त, सितम्बर में 5 बार या आवश्यकतानुसार एवं अक्टू, नव, दिस., जन., फर में 8 बार
2.	एकल या ग्रुप या कतार में लगे पौधें, मौसमी फुलवारी को पानी देने का कार्य	प्रत्येक माह मार्च, अप्रैल, मई, जून माह में 15 बार, जुलाई, अगस्त, सितम्बर में 5 बार एवं अक्टू, नव, दिस., जन., फर में 9 बार या आवश्यकतानुसार अधिकबार
3.	लॉन कटिंग एवं ऐज बनाने का कार्य	प्रतिमाह दो बार
4.	लॉन एवं क्यारियो से खरपतवार निकालना	माह में दो बार
5.	निर्देशानुसार क्यारिया खोदकर तैयार करना व पौधे लगाना अ. नये पेड पौधे लगाना ब. गमलो का संधारण, रंग करना, पोटींग व रिपोटींग करना। स. नये गमले भरना, पौधे लगाना एवं उनका संधारण करना	आवश्यकतानुसार
6.	लॉन क्षेत्र के अतिरिक्त पार्क क्षेत्र के खरपतवार, कंकड पत्थर अनग कर सफाई कर समतल बनाना एवं थोवले बनाने का कार्य	प्रतिमाह दो बार
7.	क्यारियो में ऐज बनाने का कार्य	प्रतिमाह दो बार
8.	सम्पूर्ण पार्क क्षेत्र के समुचित सफाई, झाड़ू से सफाई करना, व कचरा निर्धारित स्थान पर डालना	प्रत्येक दिवस एक बार

4. **सुरक्षा:-** संवेदक को उद्यान संबंधी सामान की देख रेख अपने स्तर पर करनी होगी। विकास एवं संधारण के लिये संवेदक को सम्मलाये गये पार्क/उद्यान में लगी मशीनरी, बच्चों के उपकरण, गमलो में लगे पौधें, ट्यूबवैल से पानी की लाईन, स्प्रिगलर सिस्टम/हाईड्रैन्ट, पफ सिस्टम आदि का रख रखाव एवं संचालन संवेदक को अपने स्तर पर करना होगा एवं पार्क की सुरक्षा व्यवस्था विभाग द्वारा उपलब्ध चौकीदारों से करवानी होगी। यदि किसी हाइड्रैन्ट अथवा नोजल आदि बदलने की आवश्यकता हो तो बदलना होगा जिसका कोई भुगतान देय नहीं होगा। पार्क में पीने के पानी की आपूर्ति 24 घंटे बनाये रखने की व्यवस्था संवेदक को अपने स्तर से करनी होगी जिसका अलग से कोई भुगतान देय नहीं होगा। उक्त सामान की टूट-फूट होने पर संवेदक द्वारा निर्धारित अवधि में क्षतिपूर्ति/मरम्मत नहीं की गई तो प्राधिकरण द्वारा कार्य कराकर वास्तविक व्यय की वसूली संवेदक से की जावेगी।
5. **पार्क में उपयोग में लिये जाने वाले उपकरण एवं औजार :-** पार्क में स्प्रिगलर सिस्टम, फोगर सिस्टम (फव्वारा पद्धति) से पानी देना आवश्यक होगा एवं लॉन मूविंग इलेक्ट्रिकल या मशीन चलित मूवर से करनी होगी। संवेदक को निम्नानुसार उपकरण एवं औजार रखने होंगे –
26. स्प्रिगलर सिस्टम – 10 सैट

 

27. पार्क में विकास एवं संधारण हेतु संवेदक फर्म/फर्म के मालिक के पास दो ट्रेक्टर मय ट्रौली/टैंकर रजिस्टर्ड होना आवश्यक है जिसके रजिस्ट्रेशन एवं बीमा संबंधी सभी कागजात पत्रादि की प्रति कार्यादेश जारी करने से पूर्व जमा करानी होगी।
28. मूविंग इलेक्ट्रिक मशीन/ हस्त चलित मशीन – 5 सैट
29. गैती – 20
30. फावड़े-20, खुरपे – 20, झारा-10
31. **पानी व्यवस्था :-** पार्क में लगे सभी बोरिंग पम्प चलाने हेतु तकनीकी स्टाफ की व्यवस्था संवेदक को करनी होगी। मोटर पम्प जलने, खराब होने, मरम्मत व बायरिंग केबल इत्यादि का कार्य संवेदक को स्वयं के स्तर पर उसी दिन करना होगा एवं इस पर खर्च होने वाला समस्त भुगतान संवेदक को स्वयं के स्तर पर करना होगा व उसका पुर्नभरण जविप्रा द्वारा नहीं किया जावेगा व साथ ही उसी दिन में मोटर पम्प ठीक नहीं होने पर 1000/- रुपये प्रतिदिन के हिसाब से पेनल्टी लगाई जावेगी एवं जब तक मोटर पम्प ठीक नहीं हो जाता तब तक पार्क/उद्यान में पानी पिलाने की वैकल्पिक व्यवस्था संवेदक को करनी होगी। जिसका अतिरिक्त भुगतान देय नहीं होगा व पार्क को हमेशा हरा-भरा रखेगा। यदि बोरिंग का जल स्तर नीचे चला जाता है तो आवश्यकतानुसार पाईप क्रय करके जोड़ने का, मोटर को निकालने व वापस डालने का व्यय संवेदक को करना होगा जिसका पुर्नभरण प्राधिकरण द्वारा देय नहीं होगा।
32. उद्यान में निर्देशानुसार पेड़-पौधे लगाना, उन्हें शिफ्ट करना, नये पौधे लगाना, गमलों का नियमित संधारण व नये गमले तैयार करना व उनका संधारण व पुनः रोपित (पोटिंग व रिपोटिंग) का कार्य संवेदक के श्रमिकों को करना होगा। जिसके लिए भुगतान देय होगा। इस कार्य में काम आने वाले पेड़-पौधे, गमले इत्यादि संवेदक को विभाग द्वारा उपलब्ध करवाये जायेंगे।
33. **बिजली पानी के बिल:-** संवेदक द्वारा पार्कों की लाईटों व बोरिंग के बिजली के बिल व पानी के बिल सम्बन्धित विभागों से प्राप्त कर समय पर भुगतान करने की जिम्मेदारी ठेकेदार की होगी तथा इसका पुर्नभरण प्राधिकरण द्वारा किया जावेगा। बिलों पर किसी भी प्रकार की पेनल्टी का पुर्नभरण प्राधिकरण द्वारा देय नहीं होगा। विद्युत की चोरी या विद्युत उपभोग निर्धारित लोड से ज्यादा होने पर हर्जाने के भुगतान का जुम्मा संवेदक का होगा एवं उसका पुर्नभरण प्राधिकरण द्वारा देय नहीं होगा।
34. **निरीक्षण एवं भुगतान:-** संवेदक द्वारा प्रत्येक दिन किये जाने वाले प्रत्येक कार्य का इन्द्राज/प्रमाणीकरण कार्यप्रभारी द्वारा कार्य पंजिका में इन्द्राज किया जायेगा एवं समय-समय पर उच्चाधिकारियों द्वारा चैक किया जायेगा। कार्य में किसी प्रकार की कमी पाये जाने का इन्द्राज भी इसी पंजिका में होगा। कार्य का मासिक बिल भुगतान इन्ही इन्द्राजों के आधार पर होगा। विकास एवं संधारण कार्यों में कमी पाये जाने पर नहीं किये कार्यों की कटौति बिना टी.पी. काटकर बी.एस.आर. 2016 की दरों से दुगुनी दर से किया जावेगा।
35. **पेड़-पौधों की छँटाई:-** उद्यान क्षेत्र के बड़े पेड़-पौधों, हेज व सरबरी व गुलाब के पौधों का निर्देशानुसार कटाई-छँटाई कर उनको नगर निगम द्वारा निर्धारित स्थान पर डालना होगा। जिसका अलग से कोई भुगतान देय नहीं होगा। गार्डन के अन्दर कचरा इत्यादि दो दिवस से अधिक समय पर इकट्ठा रखने के बाद रुपये 1000.00 प्रतिदिन की पेनल्टी लगाई जावेगी।
36. **सफाई:-** पार्क क्षेत्र में लगी दूब एवं आंतरिक फुटपाथ की साफ-सफाई नियमित रूप से करनी होगी व किसी भी प्रकार का कूड़ा-कचरा, खरपतवार व अवांछित झाड़ियाँ नहीं पायी जानी चाहिये एवं निरन्तर संवेदक द्वारा अपने स्तर पर सफाई की जावेगी। इस प्रकार सम्पूर्ण क्षेत्र को साफ रखना होगा, सफाई

का कार्य प्रतिदिन किया जाना आवश्यक होगा। पार्क क्षेत्र में किसी प्रकार का विज्ञापन नहीं होना चाहिए व अवांछित विज्ञापित होर्डिंग, विज्ञापन बोर्ड आदि को हटाने की जिम्मेदारी भी संवेदक की होगी। सफाई कार्य हेतु प्रातः व सांयकाल 2 हेक्टर क्षेत्र में एक सफाई कर्मी होना आवश्यक है।

37. **पेड़ पौधों की क्षति:**— पार्क में लगे हुए सजावटी पौधे व अन्य पौधों में से कोई पौधे यदि संवेदक की लापरवाही से नष्ट हो जाते हैं तो मृत पौधों के स्थान पर उसी साइज, स्पेशिफिकेशन व प्रजाति का पौधा संवेदक को अपने स्तर पर तीन दिवस में लगाना होगा, जिसका अलग से कोई भुगतान नहीं दिया जायेगा।
38. **खाद-उर्वरक:**— उद्यानों के संधारण कार्य में संवेदक को वर्ष में दो बार सितम्बर व फरवरी माह में अच्छी सड़ी गोबर/मिगनी/कम्पोस्ट की खाद व रासायनिक खाद डालनी होगी। जिसका अलग से कोई भुगतान देय नहीं होगा।
39. **मौसमी फुलवारी:**— पार्क में मौसमी फुलवारी की निर्देशित किस्में सर्दी वाली फुलवारी माह सितम्बर, ग्रीष्मकालीन वाली फुलवारी माह मार्च व अप्रैल में एवं वर्षा कालीन वाली फुलवारी जून व जुलाई में लगानी होगी, जिसका भुगतान जी-शिड्यूल के अनुसार देय होगा। अगर समय पर फुलवारी नहीं लगाई गई तो एक सप्ताह का नोटिस देने के पश्चात यह कार्य प्राधिकरण द्वारा किसी अन्य से कराकर लागत की वसूली बी.एस.आर 2016 की दुगुनी दरों से आंकलन कर संवेदक से की जावेगी।
40. फव्वारे व लाइटों को चालू करने का कार्य संवेदक को स्वयं के स्तर पर तकनीकी स्टाफ से निर्देशानुसार समय पर करना होगा।
41. **दवाईयों का उपयोग:**— पेड़-पौधों में कीड़े एवं बीमारियों की रोकथाम के लिये निर्देशानुसार भली प्रकार से एंटीडर्माइट/इनसेक्टीसाईड/फंगीसाईड का छिड़काव करना होगा ऐसा नहीं करने पर एक नोटिस देने के पश्चात यह कार्य विभाग द्वारा करवा लिया जावेगा। किये गये कार्य का भुगतान संवेदक से दुगुनी दरों से वसूला जावेगा।
42. **श्रमिक** — संधारण हेतु उद्यान क्षेत्र में शारीरिक रूप से स्वस्थ 2 श्रमिक प्रति हैक्टर प्रतिदिन से आवश्यक रूप से लगाने होंगे। श्रमिक अधिनियम के प्रावधानों की पालना की सम्पूर्ण जिम्मेदारी संवेदक की होगी।
43. उद्यान के विकास एवं संधारण/सुरक्षा के बाबत श्रमिक/चौकीदार/जनता के साथ कोई हादसा हो जाता है तो उसके लिये संवेदक जिम्मेदार होगा।
44. अनुबन्ध के दौरान किसी भी समय पार्कों की संख्या/क्षेत्रफल बढ़ाने या घटाने के लिये प्राधिकरण अधिकृत होगा, जिसके लिये संवेदक को भुगतान अनुपातिक रूपसे बढ़ाया/घटाया जा सकेगा।
45. संवेदक को पार्क खुलने व बन्द होने तक दो पारियों में एक एक सुपर वाईजर रखना होगा। सुपर वाईजर के पास शिकायत/सुझाव पुस्तिका हमेशा उपलब्ध रहेगी, जिसमें घूमने वाले, जनता के प्रतिनिधी एवं प्रधिकरण के अधिकारी कोई शिकायत या सुझाव अंकित कर सकेंगे। शिकायत पंजिका में अंकित की गई शिकायतों का निराकरण संवेदक को दो दिवस के अन्दर आवश्यक रूप से करना होगा।
46. इस कार्य की विशेष परिस्थितियों में संधारण की अवधि सक्षम अधिकारी की स्वीकृति के पश्चात् आर. टी.पी.पी. अधिनियम 2013 के अनुसार निविदा बढ़ाई जा सकती है।
47. अघोहस्ताक्षरकर्ता को बिना कारण बताये निविदा को निरस्त करने का पूर्ण अधिकार होगा।
48. उपरोक्त कार्यों के सम्बन्ध में उत्पन्न विवादों का न्याय क्षेत्राधिकार जयपुर होगा।



49. उक्त निविदा की नियम एवं शर्तों में वर्णित किसी शब्द या वाक्य के निर्वचन से सम्बन्धित विवाद के सम्बन्ध में जयपुर विकास आयुक्त द्वारा लिया गया निर्णय अन्तिम एवं मान्य होगा।
50. संवेदक के द्वारा अनुबंध की शर्तों का उल्लंघन अथवा निम्न गुणवत्ता के कार्य कराये जाने पर अमानत राशि जब्त कर संवेदक को एक वर्ष के लिए टेण्डर में भाग लेने से डी-बार किया जा सकेगा।

भुगतान की शर्त :-

1. प्रत्येक माह की 5 तारीख तक संवेदक को कार्य बिल इस कार्यालय में प्रस्तुत करना होगा। संवेदक द्वारा प्रत्येक माह की 5 तारीख के पश्चात् बिल प्रस्तुत करने पर उस बिल राशि की 5 प्रतिशत राशि पेनल्टी के रूप में बिल से काट ली जावेगी।
2. मासिक भुगतान दैनिक विवरणिका कार्यप्रभारी/क्षेत्रीय वन अधिकारी द्वारा भरी हुई एवं वरिष्ठ अधीक्षक उद्यान द्वारा समय-समय पर चैक की हुई प्रविष्टियों के आधार पर किया जायेगा।
3. जो कार्य सन्तोषजनक नहीं पाये जायेंगे या कार्य में कमी पायी जायेगी उनकी कटौती बी.एस. आर-2016 की दुगुनी दरों से की जायेगी। विकास एवं संधारण कार्यों में कमी पाये जाने पर नहीं किये कार्यों की कटौति बिना टी.पी. काटकर बी.एस.आर. 2016 की दरों से दुगुनी दर से किया जावेगा।
4. उपरोक्त सभी कार्यों में से प्रत्येक माह भुगतान की जाने वाली राशि में से आयकर, बिक्री कर एवं अन्य राशि की कटौती नियमानुसार की जावेगी।
5. जमा की गई Performance security राशि उक्त ठेके के सफलतापूर्वक समाप्त होने के 3 माह पश्चात ही लौटाई जावेगी।


वरिष्ठ उद्यान विज्ञ
जयपुर विकास प्राधिकरण, जयपुर।

संवेदक के हस्ताक्षर
संवेदक का नाम व
पूर्ण पता मय दूरभाष नम्बर





Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR						
Name of Work: Horticulture and Beautification Development work on JDA Land around Jawahar Circle and near by Rajasthan Housing Board, EHCC Hospital, Bajri Mandi Road, Amer Clark Hotel, including maintenance of one year in H. zone-I						
Contract No: NIB NO. JDA/SHO/2016_17/NIB_18						
Bidder Name:			Excess (+)		%	
SCHEDULE OF WORKS						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1.00	Part - A (Development)					
1.10	Earth work in surface excavation not exceeding 30cm. in depth but exceeding 1.5 meter in width as well as 10 Sqm on plan including disposal of excavated earth up to 50 Mtr. and lift up to 1.5 Mtr. disposed soil to be levelled and neatly dressed: All kinds of soil	2000.00	Sqm	22.50	Rupees Twenty Two and Paise Fifty Only	45000.00
2.00	Carriage of Earth, Sand, Lime, Morrum manure or sludge including loading unloading etc. upto 5 KM.	600.00	Cum	45.90	Rupees Forty Five and Paise Ninety Only	27540.00
3.00	Supply & Stacking good earth at site complete including loading unloading & transporation etc.	600.00	Cum	142.50	Rupees One Hundred & Forty Two and Paise Fifty Only	85500.00
4.00	Supply of dry manure including loading unloading, transportation & stacking at site.					
4.10	Fram yard manure (organic).	400.00	Cum.	380.00	Rupees Three Hundred & Eighty Only	152000.00
5.00	Supply of Chemical Fertilizers at store in bags weighing not less than 50 kg. each including loading unloading & transporation etc.					
5.10	Urea	10.00	Per 50 kg.Bag	267.90	Rupees Two Hundred & Sixty Seven and Paise Ninety Only	2679.00
5.20	D.A.P.	10.00	Per 50 kg.Bag	902.50	Rupees Nine Hundred & Two and Paise Fifty Only	9025.00
6.00	Supply of Insecticides & Pesticides at store in dust / liquid form complete.					
6.10	Karathion (Liquid).	10.00	Per 250 ml.	475.00	Rupees Four Hundred & Seventy Five Only	4750.00

Signature of Tenderer with seal

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12.10	manually 14 hect. x 1 time in a month x 11 month	154.00	Per Hect.	1140.00	Rupees One Thousand One Hundred & Forty Only	175560.00
13.00	Sweeping / Cleaning of Garden roads. Lawns & paths & disposal of all rubbish. 150000 x 180 days	27000000.00	Per 100 Sqm.	2.38	Rupees Two and Paise Thirty Eight Only	642600.00
14.00	Supply of Watering through tankers 8 times in a month x 30 ltrs per sqm	403200000.00	Per 1000 ltrs	40.00	Rupees Forty Only	16128000.00
15.00	Maintenance of plants by the contractor including of pits/bids watering preparation of Thavala Hoeing weeding etc. & application of insecticieds etc. & security if the plant die during maintenance contractor has to replace same height plant at his own cost. 4500 x 12 months	54000.00	Per Plant Per Month	9.50	Rupees Nine and Paise Fifty Only	513000.00
Total Estimated Cost in Figures						26797154.00
Quoted Amount					26797154.00	26797154.00
Quoted Rate in Words		Rupees Two Crore Sixty Seven Lakh Ninety Seven Thousand One Hundred & Fifty Four Only				

Signature of Tenderer with seal