



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

Dated:

NOTICE INVITING BID
NIB No. : Sr. Horti./2016-17/33

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: bhojrajrawat@gmail.com
Subject Matter of Procurement	Development and Maintenance of Road side plantation in median from Triveni Nagar ROB to Ajmer Road in H. Zone-II for 2 years.
Time Period	24 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. 500/- Rupees ➤ Tender Processing Fee: Rs. 1000/- Rupees
Estimated Procurement Cost	➤ INR 68,13,000/- (Rupees Sixty Eight Lacs Thirteen thousand only)
*Bid Security Deposit	➤ Amount (INR): 2% (Rs. 136260/-) of Estimated Procurement Cost (For A & AA class contractor registered in other department) ➤ Amount (INR): 0.5% (Rs. 34065/-) 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	➤ 30.08.2016
Document sale/download/ Bid Participation amount deposit start date on JDA Portal	➤ 30.08.2016
Bid Submission Start Date on eProc Portal of GOR	➤ 30.08.2016
Document sale/download/ Bid Participation amount deposit End date on JDA Portal	➤ 20.09.2016 at 06:00 PM
Bid Submission End date on eProc Portal of GOR	➤ 20.09.2016 at 06:00 PM
Physical BG submission Start Date	➤ 21.09.2016 at 11:00 AM
Physical BG submission End Date	➤ 22.09.2016 at 04:00 PM
**Date/ Time/ Place of Bid Opening	➤ 23.09.2016 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: 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 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 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 RITPA 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 RITPA 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:	

SCHEDULE AND SPECIFICATIONS

Name of work: Development and Maintenance of Road side plantation in median from Triveni Nagar ROB to Ajmer Road in H. Zone-ii for 2 years.

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 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 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 be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to 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 does 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 SE, JDA, Jaipur

The designation and address of the Second Appellate Authority is ACE/CF, JDA, 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

रोड साइड, ग्रीनबेल्ट एवं मीडियन में वृक्षारोपण विकास एवं संधारण कार्यों के नियम एवं शर्तें

अ. पात्रता :-

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 जुलाई, 2016 तक पूर्ण कर इस आशय की संबंधित विभाग से जारी कार्य निष्पादन रिपोर्ट निविदा के साथ संलग्न करना आवश्यक है।

ब. विकास एवं संधारण की शर्तें :-

1. सड़कों एवं अन्य स्थानों पर लगाये जाने वाले पौधों की आपूर्ति संवेदक द्वारा की जावेगी। संवेदक द्वारा लगाया जाने वाला पौधा स्वस्थ, बीमारी रहित होना चाहिये तथा पौधा "जी" शिड्यूल में निर्धारित ऊँचाई से कम नहीं होनी चाहिये। पौधों की ऊँचाई कॉलर हाइट से नापी जावेगी।
2. निविदा दाता को विभाग के निर्देशानुसार संलग्न लिस्ट में अंकित प्रजातियों के पौधे लगाने होंगे।
3. पौधों की कटाई छटाई पूरी रोड साइड, ग्रीनबेल्ट, मीडियन में एवं बाहर तथा आसपास की जंगली घास, खरपतवार, लेवनिंग, ड्रेसिंग इत्यादि की सफाई ठेकेदार को जी-शिड्यूल/कार्य प्रभारी के निर्देशानुसार करनी होगी।
4. पौधे के संधारण कार्य के अन्तर्गत प्रत्येक वर्ष न्यूनतम निम्न कार्य करने होंगे :-

क्र.सं.	कार्य का नाम	वर्ष में कराये जाने वाले कार्य की मात्रा
1.	पौधों में पानी देने का कार्य 20 लीटर प्रति वार प्रति पौधा/30 लीटर प्रतिवार प्रति वर्गमीटर	मार्च से जून माह तक प्रत्येक माह में 12 बार, जुलाई से सितम्बर तक में 5 बार एवं आवश्यकतानुसार अक्टूबर से फरवरी तक में 8 बार
2.	पौधों में खाद देने का कार्य	वर्ष में दो बार (सितम्बर व फरवरी में)
3.	कीटनाशक दवा का प्रयोग	प्रत्येक माह एवं आवश्यकतानुसार
4.	निराई-गुड़ाई कर थोवला बनाना (20 लीटर पानी आने योग्य)	प्रत्येक माह

नोट :- पुरानी लगी झाड़ियों को एक निश्चित आकार प्रदान करना होगा। संवेदक को बिन्दु सं. 2 के अनुसार लगायी गई बोगनवेलिया एवं झाड़ियों की कटाई - छटाई व आकार साईट इंचार्ज के निर्देशानुसार करनी होगी।

5. वृक्षारोपण के पश्चात प्रथम वर्ष, द्वितीय वर्ष एवं तृतीय वर्ष के अंत में पौधों की अनुमानित वृद्धि निम्न प्रकार से होनी चाहिये :-

लगाये गये पौधों की ऊँचाई	प्रथम वर्ष के अंत में अनुमानित ऊँचाई	द्वितीय वर्ष के अंत में अनुमानित ऊँचाई	तृतीय वर्ष के अंत में अनुमानित ऊँचाई
1500 एमएम (5 फुट)	6 फुट से 7 फुट	8 फुट से 9 फुट	10 फुट से 11 फुट गर्भ 10 सेमी से 15 सेमी
3000 एमएम (10 फुट)	11 फुट से बड़ा	12 फुट से बड़ा	

- विभाग द्वारा किसी अन्य रोड साइड वृक्षारोपण में आवश्यकता पडने पर इस कार्य की दरों एवं शर्तों के अन्तर्गत कार्य करवाया जा सकता है।
- संधारण के दौरान यदि संवेदक की लापरवाही या गलती से 10 प्रतिशत से अधिक पौधे नष्ट हो जाते हैं तो उस माह के संधारण का कोई भुगतान संवेदक को नहीं किया जावेगा। संवेदक द्वारा नष्ट हुए पौधों के स्थान पर उचित मौसम पर उतनी ही ऊँचाई एवं उसी प्रजाति के पौधे रोपित करने होंगे। तदुपरान्त कार्यप्रभारी द्वारा कार्य प्रमाणीकरण की रिपोर्ट के अनुसार ही भुगतान देय होगा।
- संवेदक वृक्षारोपण कार्य (गड्डे खोदकर पौधे लगाने का कार्य) का भुगतान पेड़ों के ऊपर ट्री गार्ड लगाये जाने एवं प्रत्येक ट्री गार्ड पर पेन्ट से कम संख्या अंकित करने के उपरान्त ही किया जायेगा।
- संवेदक को कार्यदिश दिनांक से 3 माह के अंदर-2 पेड़ों के ट्री गार्ड लगाने होंगे। तीन माह पश्चात ट्री गार्ड नहीं लगाये जाने पर अनुबंध की शर्त अनुसार कार्यवाही की जावेगी।
- "जी" शिड्यूल में दर्शाई गई पेड़ों एवं झाड़ियों की संख्या घटाई बढाई जा सकती है। भुगतान साइट पर लगाये गये पेड़ों व झाड़ियों की वास्तविक संख्यानुसार ही देय होगा।
- संवेदक को पेड़ों व पौधों को लगाने के पश्चात् तीन वर्ष तक एक विशेष आकृति में साइट इंचार्ज के निर्देशानुसार ट्रीमिंग - प्रूनिंग करनी होगी।
- निविदा में अलग-2 BSR Items की अलग-2 दरें किसी भी स्थिति में स्वीकार नहीं होगी एवं अलग-2 Item की अलग-2 दर अंकित करने पर निविदा को निरस्त कर दिया जावेगा। संवेदक द्वारा दी गई सशर्त निविदा बिना आकलन के निरस्त मानी जावेगी।
- वृक्षारोपण कार्य हेतु पौधों/झाड़ियों के बीच की दूरी दिये गये साइट प्लान के अनुसार संबंधित साइट इंचार्ज के निर्देशन में लगवाये जावेंगे।
- प्रत्येक सड़क पर लगाये गये पौधों का स्थान व संख्या का इन्द्राज साइट इन्चार्ज द्वारा रजिस्टर में किया जावेगा एवं उसी विवरण के आधार पर मासिक भुगतान किया जावेगा।
- संवेदक द्वारा कार्य प्रारंभ करते ही कार्य प्रभारी द्वारा लगाये गये समस्त पेड़-पौधों का इन्द्राज साइट कार्य पंजिका में किया जावेगा। ठेका पूर्ण होने के पश्चात् संवेदक द्वारा कार्य प्रभारी को सभी पेड़-पौधे मय ट्री गार्ड चार्ज में संभलवाने होंगे। तत्पश्चात कार्य प्रभारी चार्ज में प्राप्त किये गये पेड़-पौधों का इन्द्राज कार्य पंजिका में करेगा। उसके पश्चात् ही कार्य का अंतिम बिल बनाया जावेगा।
- संवेदक को 1500 एमएम पौधे व झाड़ियों के तीन वर्ष के संधारण के पश्चात (कार्य समाप्ति के अन्त में) कार्य प्रारम्भ के समय लगाये गये पौधों की संख्या में से रोड विस्तार भवन निर्माण, सीवर लाइन आदि विकास कार्यों के दौरान नष्ट हये पौधों की संख्या को कम करते हुये कम से कम 90 प्रतिशत की सं. के अनुसार पौधे स्वस्थ एवं सही हालत में शर्त सं. 5 के अनुसार ऊँचाई के पेड़ कार्य प्रभारी को चार्ज में संभलाने होंगे। 90 प्रतिशत से कम संख्या में पौधे

चार्ज में संभलवाये जाने पर 90 प्रतिशत से कम हुये पौधों की संख्यानुसार उनके विकास एवं संधारण पर किये गये खर्च की दुगुनी राशि संवेदक से वसूल की जावेगी।

17. संवेदक के द्वारा अनुबंध की शर्तों का उल्लंघन अथवा शर्त संख्या 5 के अनुसार कार्य नहीं पाये जाने पर अमानता/सुरक्षा राशि जब्त कर संवेदक के विरुद्ध RTPP ACT 2012 & RTPP Rule 2013 के प्रावधानों के अनुसार आवश्यक कार्यवाही यथा फर्म को डी-बार करना जैसी कार्यवाही भी की जा सकेगी।
18. कार्य की महत्ता को देखते हुये कार्य का विभाजन प्राधिकरण द्वारा किया जा सकेगा एवं न्यूनतम दरों की सीलिंग दर मानते हुये अन्य ऐजेन्सियों से भी यह कार्य प्राधिकरण द्वारा कराया जा सकेगा।
19. समय समय पर केन्द्र/राज्य सरकार द्वारा लागू करो की कटौती नियमानुसार प्रत्येक बिल के भुगतान से की जावेगी।
20. जी शिड्यूल में अंकित बी.एस.आर./नॉन बीएसआर के आईटमो की मात्रा में RTPP ACT 2012 & RTPP Rule 2013 के प्रावधानों तक कटौती एवं बढ़ोतरी की जा सकती है।
21. संवेदक द्वारा आवश्यक सभी उद्यान संबंधी उपकरणों एवं मशीनरी की व्यवस्था स्वयं के स्तर पर करनी होगी।
22. रोड साइड पर प्रति पांच किमी में विकास एवं संधारण हेतु एक ट्रैक्टर मय ट्रौली/टैंकर की आवश्यकता होगी जिसके रजिस्ट्रेशन एवं बीमा संबंधी सभी दस्तावेजों की प्रति प्रथम रनिंग बिल से पूर्व जमा करानी होगी। प्रत्येक टैंकर पर पीछे की तरफ 3 फीट व्यास का पीले रंग का एक गोला बना हुआ होना चाहिये जिसमें लाल रंग का तीर का निशान हो तथा "On JDA Duty" लिखा हो।
23. संवेदक कार्य के दौरान किसी प्रकार की दुर्घटना, श्रमिकों की सुरक्षा, न्यायिक विवाद, प्रोविडेंट फण्ड आदि के लिये स्वयं जिम्मेदार होगा।

स – पेनल्टी :-

1. पौधा नष्ट होने पर संवेदक को उतनी ही ऊँचाई व उसी प्रजाति का पौधा अनुकूल मौसम में लगाना होगा, यदि नष्ट हुआ पौधा सात दिवस में नहीं बदला गया तो पौधे की कीमत सहित उस पौधे पर किया गया समस्त व्यय "जी" शिड्यूल की निर्धारित दर की दुगुनी दर से वसूल किया जावेगा।
2. संवेदक को कार्य आदेश मिलते ही वृक्षारोपण-विकास कार्य प्रारंभ कर उपलब्ध क्षेत्र में एवं जिस क्षेत्र में सिविल कार्य किये जाने हैं वह कार्य पूर्ण होने पर कार्य एक माह में पूर्ण करना होगा। समय पर कार्य पूर्ण नहीं होने पर विभाग द्वारा संवेदक को बिना सूचित किये किसी अन्य संवेदक से प्रचलित/बाजार दर से कार्य करवा लिया जावेगा एवं विभाग द्वारा वहन अतिरिक्त राशि संवेदक से वसूल की जा सकेगी तथा अनुबंध के निस्तारण हेतु RTPP ACT 2012 & RTPP Rule 2013 के प्रावधानों के अनुसार आवश्यक कार्यवाही की जायेगी।
3. रोड साइड वृक्षारोपण के संधारण कार्यों हेतु पानी पिलाने वाले श्रमिक के अतिरिक्त निम्नानुसार श्रमिक लगाने होंगे –
प्रति 2 किलोमीटर – मीडियन हेतु 1 श्रमिक
 ग्रीन बेल्ट हेतु 2 श्रमिक
कुल 3 श्रमिक प्रति किलोमीटर उपस्थित होना आवश्यक है जो निरन्तर नौ बजे से पांच बजे तक यातायात विभाग द्वारा निर्धारित वर्दी में उपस्थित रहकर संधारण कार्य करते हुए पाये जाये, अन्यथा अनुपस्थित पाये गये श्रमिकों की कटौती बी.एस.आर. 2016 की दर से दुगुनी राशि बिल से कटौती की जावेगी।
4. संवेदक को प्रत्येक वर्ष में 2 बार में 4 किलो (सितम्बर में 2 किलो व फरवरी में 2 किलो) गोबर की कम्पोस्ट खाद प्रति पौधा में वरिष्ठ उद्यानविज्ञ या प्राधिकरण के अधिकृत प्रतिनिधि की उपस्थिति में डालनी होगी, इसके लिये कोई अतिरिक्त राशि देय नहीं होगी। निर्धारित समय पर निर्धारित मात्रा में खाद नहीं डालने पर पौधे पर अब तक किये गये व्यय की राशि की वसूली संवेदक से की जावेगी।

5. यदि पेड की ऊंचाई 2 वर्ष / 3 वर्ष पश्चात् निर्धारित ऊंचाई से कम पायी जाती है तो संवेदक के अंतिम बिल/सुरक्षा राशि से ऐसे पेडों पर किये गये व्यय एवं भुगतान की गई सम्पूर्ण राशि की वसूली कर ली जायेगी।
6. किसी भी रोड साइड मीडियन एवं ग्रीनबेल्ट के विकास/सौन्दर्यकरण कार्य का निरीक्षण वरिष्ठ उद्यानविज्ञ अथवा उद्यान शाखा के प्रतिनिधि द्वारा किसी भी समय किया जा सकता है। कार्य की प्रत्येक बार के लिये संधारण में कमी पाये जाने पर बी.एस.आर. 2016 की दुगुनी दर से वसूली की जावेगी।

द - 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. 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।
4. जमा की गई Security Deposit की जमा/रनिंग बिलों से काटी गई राशि कार्य अनुबंध के सफलतापूर्वक समाप्त होने के 3 माह पश्चात ही लौटाई जावेगी।


वरिष्ठ उद्यान विज्ञ

जयपुर विकास प्राधिकरण, जयपुर।

संवेदक के हस्ताक्षर
नाम व पूर्ण पता मय फोन नं.

G-Schedule

Name of Work:- Development and Maintenance of Road side plantation in median from Triveni Nagar ROB to Ajmer Road in H. Zone-II for 2 years.

BSR Item

BSR 2016

S.N	BSR	Particulars	Unit	Qty	Rate	Amount
1	H-4 1(a)	Preparation of soil including cleaning & removal of unwanted shrubs removal of stones & garbage	Per 100 sqm	60000	95.00	57000.00
2	B.1.2	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	sqm	22000	22.50	495000.00
3	G.4.1	Carriage of Earth, Sand, Lime, Morrum manure or sludge including loading unloading etc. for 5 km. lead.	Cum.	4800	45.90	220320.00
4		Digging of pits size 60x60x60 cms. Including removal of stones. Manuring applicable of insecticides & watering atleast 15 litre per plant after planting.	Per Pit.	896	19.00	17024.00
5	JDA BSR	Digging of pits in size 45x45x45 cms. In Hard muram/kaker/compact clayey soil	Per Pit.	15000	17.35	260250.00
6	1.12	Supply of different varieties of trees/shrubs/climbers according to height and age of the plant at site including/ unloading & transportation etc. complete.				
	1.12.2	Different varieties of shrubs 900 mm	Each	5400	152.00	820800.00
7	1.13	Supply of different varieties of Bougainvillea in poly bags / earthen pots according to height growth & age of plant at site including loading, unloading & transportation etc. complete :				
	1.13.2	Different varieties of Bougainvillea 900 mm.	Each	9600	95.00	912000.00
8	JDA BSR	Supply & plantation of Ornamental trees including mortality replacement loading - unloading transportation and maintenance for 30 days after planting the plants				
	n	Plumeria Alba 7'-8' multibranching	Each	640	305.00	195200.00
	b	Bauhinia blackenae 8'-10' multibranching from 4 feet	Each	128	775.00	99200.00
	m	Tabebuia rosea/urgentia 7'-8' multibranching from 4 feet	Each	128	875.00	112000.00
9	H-4 2	Maintenance of plants by the contractor including of pits/ bids watering preparation of Thavala hoeing weeding etc. & application of insecticides etc. & security if the plant during maintenance contractor has to replace same height plant at his own cost.	Per plant per month	381504	9.50	3624288.00
		Total				6813082.00

Zone Incharge
JDA, Jaipur


Sr. Horticulturist
JDA, Jaipur