

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. CCC-TF-306, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004
Telephone: +91-141-2569696 e.mail: sunilvyas.xen@gmail.com

NOTICE INVITING BID
NIB No. : EE-Garden-I/18/2018-19

Annexure-2

Enclose in Bid Document

Detailed NIB	
Name & Address of the Procuring Entity	➤ Name : Executive Engineer (Garden-I), Jaipur Development Authority ➤ Address: Room No. CCC-TF-306, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) ➤ Email:- : sunilvyas.xen@gmail.com
Subject Matter of Procurement	➤ "Providing & Fixing of Fogger System along the Jogging Track including three years O&M at Central Park, JDA, Jaipur " ➤ Job No.: 164/2017-18
Bid Procedure	➤ Single Stage tender (eg. Two part (Envelope) open competitive) eBid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment	➤ Website : www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid security deposit online only. ➤ Bidding Document fee : Rs 500/- (Rupees Five Hundred only) ➤ RISL Processing Fee : Rs 1000/- (Rupees One Thousand only) ➤ Requisite Bid Security Deposit :
Estimated Procurement Cost	➤ INR 6457275.00 (Rs. Sixty four lakhs fifty seven thousand two hundred seventy five only)
Bid Security Deposit	➤ Amount (INR) : 2 % (Rs 129146/-) of Estimated Procurement Cost, 0.5% (Rs 32286/-) of S.S.I. of Rajasthan, 1 % for Sick Industries, Other than S.S.I., Whose cases are pending with Board of Industrial & Financial Reconstruction. ➤ (* 2% for Bidder Who is A and AA Class contractor registered in other Govt. Department / 0.5 % for Bidder registered as contractor in AA,A,B & C in JDA.) ➤ Micro small medium enterprise situated in Rajasthan tender fee 50% EMD value 0.5% ➤ In case of Department's of the State Government and undertakings Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Date/Time/Place of Pre-Bid	➤ NA
Applying Bid and making Online Payment on JDA Portal (www.Jda.urban.rajasthan.gov.in)	➤ Start Date : 18.02.2019 from 3.00 PM onwards ➤ End date : 28.02.2019 up to 6.00 PM ➤ In case EMD in from BG Original Bank Guarantee is to be submitted in Room No 215N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur by 01.03.2019 to 06.03.2019 upto 5.00 PM
Bid submission on E-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start date : 18.02.2019 from 3.00 PM ➤ End date : 28.02.2019 upto 6.00 PM
Date/Time? Place of Technical Bid	➤ NA

Opening	
Date/Time/Place of Bid Opening	➤ 07.03.2019 at 11.30 AM ➤ Room No. CCC-TF-306 IIIrd floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time period	➤ 3 Months
* Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL Processing fee online through JDA Portal. The bid Security options available in tender for participants are as mentioned below:	
A. Payment options : Option-1 Bank Guarantee (BG) against EMD/Bid Security Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The detail of BG requires to be fed on JDA Portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available. If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT/RTGS) will be available. • Option – 2 : Electronic Fund Transfer (EFT/NEFT/RTGS) If the bidder selects payments mode as EFT (NEFT/RTGS), "Paying slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation. • Option – 3 : Payment Gateway (Aggregator) This facility to make payment through Debit Card, Credit Card, Net banking etc, will be available. User can use this facility from anywhere any time till the closing date & time of bid participation. B. Bid participation Receipt After confirming payment, the bidder will get Bid participation Receipt on the basis of which user will get the payment details along with other details for bidding on E-Procurement portal of GOR. • In case of BG as the remaining payment will be done through payment Gateway, on Successful transaction the "Bid Participation Receipt" will be generated on real time basis. • In case complete payment is done through payment Gateway, on Successful transaction the "Bid Participation Receipt" will be generated on real time basis. • In case complete payment is done through EFT (NEFT/RTGS), on Confirmation of payment from ICICI bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA Portal.	
Note :- 1. Bidder (authorized 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 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 (TypeIII) 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 safe crypt, 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 11 th hour issues like slow speed: chocking 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 (procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-procurement Cell, DoIT & C for booking the training slot. Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in. Address: E-Procurement Cell, JDA Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur. 7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids. 8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 9. Procurement entity disclaims any factual/ or other errors in the bidding documents (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10. The provisions of RTPPA Act 2012 and Rules 2013 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.	


Executive Engineer (Garden-I)
JDA, Jaipur.

Process for Participation & Depositing Payment Online

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

www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years).

For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.

2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

Option-1: Bank Guarantee (BG) against EMD / Bid Security

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.

C. Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.

In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

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: "Providing & Fixing of Fogger System along the Jogging Track including three years O&M at Central Park, JDA, Jaipur".

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 10 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' : DEFECT LIABILITY PERIOD (DLP)

SCHEDULE - 'L' : OTHER SPECIAL TERMS & CONDITIONS OF CONTRACT

Signature of the Bidder
With full address

Executive Engineer (Garden-I)
JDA, Jaipur

**SPECIAL CONDITIONS OF CONTRACT REGARDING
DEFECT LIABILITY PERIOD (DLP)**

As per the decision taken in the 201st meeting of Executive Committee held on 23.02.2016 w.r.t. agenda no. 201:22, DLP period of various natures of works amounting more than Rs. 25 lakhs has been revised as per following time periods based on nature of works.

This order will supersede the earlier orders issued in this regard i.e. order No. JDA/TA to D(E)/2010-11/D-317 dated 28.04.2011 including Special Condition No. 2.2.2 & 2.2.3 of Annexure-I related to SD refund & forfeiture (other Special Condition of annexure-I of this order will remain valid) and order No. JDA/Ex.En.(Pr.-5 & TA)/2013/D-43 dated 27.02.2013 and also all pertaining orders, in contract agreements or in PWF&AR having DLP period different than what is being enforced through this present order for concerned type of work.

Table-I

S.No.	Type of work	Existing DLP Period	As per approved in E.C. held on 23.02.2016
1.	Bridge Work	3 years	5 Years
2.	CD Work	3 years	5 Years
3.	CC Road. PQC Work	3 years	5 Years
4.	CC tiles/Kerbs/medians	3 years	5 Years
5.	Drains	6 Months	3 Years
6.	Roads		
	(i) Two layer WBM/GSB	3 years	6 months or one full rainy season which ever is later
	(ii) For Renewal/Strengthening		
	(a) BT upto 30 mm thickness	3 years	1 Years
	(b) BT above 30 mm to upto 40 mm	3 years	2 Years
	(c) BT above 40 mm to upto 90 mm	3 years	3 Years
	(d) BT above 90 mm thickness	3 years	5 Years
	(iii) New Roads		
	(a) BT upto 90 mm	3 years	3 Years
	(b) BT more than 90 mm	3 years	5 Years
7.	Compound wall	6 Months	3 Years
8.	Building Work		
	(i) Work pertaining to Sanitary work electrical works, Joinery works and painting works.	6 Months	2 Years
	(ii) Work pertaining to Building structure and other civil works	6 Months	5 Years
9.	Electric work except maintenance	6 Months	3 years
10.	Sewer/Water supply all including STP and water supply related work except maintenance works.	6 Months	3 Years

The release of SD amount shall be as per following table :-

Table-II

S.No.	DLP Period \ Released SD	1 Year	2 Years	3 Years	5 Years
1.	Upto 1 year	100%	40%	20%	10%
2.	Upto 2 year		60%	20%	10%
3.	Upto 3 year			60%	10%
4.	Upto 4 year				20%
5.	Upto 5 year				50%

Various condition for managing DLP are as under :-

- (i) At the time of completion of work, final componnt shall be worked out for each individual item like BT/CC/tiles/ drains etc (as per different categories in Table-I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT-1/2/3/5 years, Drain-3 years etc.
- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lacs but later on due to extra/excess work, if amount of final work cresses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual items.
- (iv) Similarly if any work is more than Rs. 25 lacs but after finalization amount or work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted. From JDA for three years as per RTPP rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En. & TA to DE-I/2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRULAR 2006/D-115 dated 04.05.2006 Point no. 3.
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted:
 - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III

Table-III

% Recovery on withdrawal of DLP of work order DLP period	1 Year	2 Year	3 Year	4 Year	5 Year
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9	7.88	6.45	4.62	2.47

Note :- Calculation is to be done on quarterly basis.

- (b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD same shall be recovered from other works and as per PDR rules. The amount as per Table III is also to be deducted in addition to this amount.
- (ix) Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE"s after approval of these periods.

This order shall come in force with immediate effect and will be applicable on all new works whose NIB is to be called.

**Signature of contractor with
Full address.**


**Executive Engineer (Garden-I)
JDA, Jaipur.**

OTHER SPECIAL TERMS & CONDITIONS OF CONTRACT

1. The agency should take care not to cause any damage to the existing structure in the park. If any damage/theft occurs he has to repair at his own cost.
2. The paid Annual operation and maintenance contract (Paid AOMC) period will be for three (03) years after 1 year free operation and maintenance period of the actual date of completion. SD will be refunded after successfully completion of AOMC.
3. The replacement of the damage part will be in accordance to the specification mentioned in bid document.
4. Contractor should submit the design of network as per requirement of JDA from MNIT or other approved lab, within 15 days of issue of work order at his own cost.
5. JDA will be free to terminate/ end the paid annual maintenance contract without assigning any reason at any time with one-month notice and no compensation will be payable on this account. In case the paid AOMC is terminated before schedule time, Security Deposit will be released after the end of paid AOMC with adjusting the dues if any.

Special condition will be also a part of contract agreement.

Signature of the Contractor


**Executive Engineer (Garden-I)
Jaipur Development Authority,
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 :

Place :

Signature of bidder

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 E.C. 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 endeavor 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.

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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

NAME OF WORK: Providing & Fixing of Fogger System along the Jogging Track including Three Years O&M at Central Park, JDA, Jaipur.

G-Schedule

BSR For : 2016 JDA BSR & Non BSR items

S.No	Item	Unit	Qty.	Rate	Amount
	Part-A				
1	Earth work in excavation by mechanical means (Hydraulic Excavator)/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sum on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 meter. All kinds of soils	Cum	104.00	111.60	11606.40
2	P & F PVC Storage Tank ISI Marked (IS : 12701) indicating the BIS license No), of approved make with cover, 25mm dia 1M long G.I. over-flow pipe & 25 Cm. long wash out pipe with plug & socket, including making connection etc., complete of approved design: 5000 litres capacity.	Each	6.00	27000.00	162000.00
3	Providing & Fixing of HDPE pipe ISI mark (IS:4984/95) for water supply (suitable for submersible & jet pump) with required fittings for vertical installation.Complete Rate Group-I				
3.01	50 mm OD 6 kg / cm ²	Mtr	12595.30	57.60	725489.28
3.02	63 mm OD 6 kg / cm ²	Mtr	5823.10	95.20	554359.12
4	Excavating trenches of required width for pipe cables, etc. including excavation for sockets, and dressing of sides, ramming of bottoms, depth up to 1.5 Mtr. including taking out the excavated soil, and then returning the soil as required in layers not exceeding 20cm in depth including consolidating each deposited layer by ramming, watering etc. and disposal of surplus excavated soil as directed within a lead of 50 Mtr.: All kinds of soil				
	Pipes cables etc. not exceeding 80mm dia	Mtr	18418.40	72.00	1326124.80
5	Supply/ Installation/ Testing/Commissioning of spray pop-up having 15-70 PSI flow Minm. 3.7GPM & ½" female threaded inlet with 1" body diameter, and pop-up ht. 4" complete with Nozzle and other fittings with adjustable angle 0 degree to 360 degree and radius 0 to 15 as per direction of Engineer in charge.	Nos	2456.00	500.00	1228000.00
6	Supply/ Installation/ Testing/Commissioning of 20 mm Pop up connecting assembly . The tubing shall be made of polypropylene having wall thickness 2.3 mm, with working pressure of 5.5kg/cm ² at 43° pop up connecting assembly with 4 elbow, as per direction of Engineer in charge.	Nos.	2456.00	96.00	235776.00

S.No	Item	Unit	Qty.	Rate	Amount
7	Supply/ Installation/ Testing/Commissioning of Service saddle 50 mm x 20mm made of polypropylene. The body of saddle made of vergin polypropylene in master batch UV stablized galvanized nut and bolt paraller female thread (pressure tight) make , as per direction of Engineer in charge.	Nos	2456.00	120.00	294720.00
8	Supply/Installation/ Testing/ Commissioning of 50mm.Dia solenoid valve should be made of ABS plastic having ISI marked complete in all fittings, as per direction of Engineer-In charge.	Nos	48.00	8674.00	416352.00
9	Providing and fixing PVC Ball Valve having flow indicator when lever is removed, security pivot to maintain lever in space, double water tight joint,direct injection stem non maximum penetration into the valve as per direction of Engineer in charge. PVC Ball Valve 63 mm	Nos	48.00	2471.00	118608.00
10	Supply/ Installation/ Testing/ Commissioning of Electronically functioning controller unit for 12 stations for Autometic irrigation system, as per direction of Engineer-Incharge	Nos.	3.00	29641.00	88923.00
11	Supply and fixing of panel box for recirculation drainage 15.0 HP pump of steel sheet enclosure with front door stand mounting Hut type outdoor panel with detachable bottom plate with provision for incoming & outgoing cable, red oxide under coat and paint finish. Panel comprising 1 No main incoming 2 pole MCB, three nos. back up HRC fuse for pump circuit, Contactors unit with overload relay, start stop push button switch Contactors unit with overload relay, all accessories must be or Cat. I duly tested.complete in all respect & as directed by Engineer in charge.	Nos.	3.00	59611.00	178833.00
12	Providing an fixing of a double acting Air release valve 2" made of high strength aluminium/plastic with fiber glass reinforced.The Air release valve shall be capable of both releasing and admitting air from and into the line . The working pressure shall be 10 bars and testing pressure shall be 16 Bars as per direction of Engineer in charge.	Nos.	12.00	2554.00	30648.00
13	Providing and fixing of Auto Flush Hot dip galvanised Screen filter 40m3/Hr confirming to IS 12785:1994 having inlet & outlets connection;s of 3", 2 pressure gauge ports of 3/4" , 2" outlet for flushing of at bottom of filter & maximum working pressure of 14 bars with 2 Pressure Gauze (glycerine filled). 4" (0-10 kg/cm2) as per direction of Engineer in charge.	Nos.	3.00	38621.00	115863.00
14	Supply, Installation, commissioning and testing of 15 HP Monoblock submersible pump, AC 3 phase 380/440 Volt, 50 cycle, each supply with foundation bolt, suction stainless steel mesh filter cover with 10 Mtr. Of 2.5 sq mm submersible cable duly insulated. (Head 22-32m and Discharge 3.5-7.8LPS).	Nos.	4.00	54500.00	218000.00
15	Supply, Installation, commissioning and testing of Of cable duly insulated roll of 762 mtr.as per direction of Engineer in charge.	Mtr	12192.00	32.15	391972.80

S.No	Item	Unit	Qty.	Rate	Amount
	Part-B (Operation and maintenance)				
16.	Operation and maintenance of Sprinkler System installed for dust suppression in Central Park jogging track, operation and maintenance includes, PVC Pipes Network, Sprinkler system monoblock pump sets, Spray Pop up, Solenoid valves, Timers, filtration plants installed, jogging track material (Clay, red sand, crushers dust in 1/3 ratio each) at Central Park, Jaipur including cables for solenoid valves and submersible cables for pumps up to panels including hardware, required accessories for pumps and motors repairing & rewinding of motor pumps including transportation charges, repairing of jogging track with same material as and when required compete in all respect and as per direction of EIC.	per Month	36.00	10000.00	360000.00
	Total				6457275.40

 Executive Engineer (Garden-I)
JDA, Jaipur

1. I/We do hereby agree to do above work @ _____ % above/below (In Figures) Schedule
2. I/We do hereby agree to do above work @ _____ above/below (In Words)

Signature of Contractor with full Address and Mobile No.