

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. CCC-TF-313, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004

Telephone: +91-141-2569696 e-mail: xen.g1jda@gmail.com

No.: JDA/EE(Garden-I)/2020-21/D-08

Dated:11.01.2020

NOTICE INVITING BID

NIB NO : JDA/EE (Garden-I)/10/2020-21

Online Bid are invited up-to 6.00 PM of 19.01.2021 for "**Operation and maintenance of Fountain of Statue Circle, JDA, Jaipur.**" estimated cost of **Rs 7.20 Lacs**. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM of 19.01.2021 Details may be seen in the Bidding Document at our office or the state Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and 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, for participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid security deceleration, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Executive Engineer (Garden-I),
JDA, Jaipur

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-313, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) ➤ Email:-: xen.g1jda@gmail.com
Subject Matter of Procurement	➤ Operation and maintenance of Fountain of Statue Circle, JDA, Jaipur. Job No.: 147/2020-21
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 500/- (Rupees Five Hundred only)
Estimated Procurement Cost	➤ INR 720000.00 Lacs (Seven Lacstweny thousand only)
Bid Security Deposit	➤ All the eligible contractors should be submit bid security declaration on non-judicial stamp of Rs. 50/- as par order issued by finance department (GF&AR) Gor. Dated 23.12.2020 (Declaration form attached with tender document. It is mandatory to submitted bid security declaration in prescribed format along with bid. ➤ Bidder who is A and AA Class contractor registered in other Govt. Department and Bidder registered as contractor in AA, A, B, C & D in JDA.
Date/Time/Place of Pre-Bid	➤ NA
Applying Bid and making Online Payment on JDA Portal (www.Jda.urban.rajasthan.gov.in)	➤ Start Date : 12.01.2021 from 11.00 AM onwards ➤ End date : 19.01.2021 upto 6.00 PM
Bid submission on E-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date : 12.01.2021 from 11.00 AM onwards ➤ End date : 19.01.2021 up to 6.00 PM
Date/Time? Place of Technical Bid Opening	➤ NA
Date/Time/Place of Bid Opening	➤ 22.01.2021 at 11.30AM ➤ Room No. CCC-TF-313 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	➤ 24Months
* 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 RTPPA 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.

While participation in the bid, a receipt will be generated through the system showing the submission details as per Bid Participation Receipt (Sample Enclosed). 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.

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:	

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.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of work: Operation and maintenance of Fountain of Statue Circle, 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

Signature of the Bidder
With full address

Executive Engineer (Garden-I)
JDA, Jaipur

SPECIAL CONDITIONS

SCHEDULE 'H'

1. 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.
2. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
3. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
4. The JDA shall have right to cause an audit 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 work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
5. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Wherever any claim against the contractor for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the 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 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 affect such recoveries under P.D.R. Act.
7. The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
8. 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.
9. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in this execution of this work and this tender will be liable to GST.
11. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended period or makes modifications in the rate, terms and conditions of the tendered within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any 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 will stand debarred from participating in tendering in JDA for six months 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 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of contractor provide that work up to the times limit for which they are qualified for tendering can be allotted to them, Therefore, before tendering the contractor will keep this in mind, and submit the details of the work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site have to be removed by the contractor within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under 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 and royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the 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. Bid security shall be 0.50% of value of bid (only registered bidder in JDA) and shall remain valid 120 days beyond the original or extended validity period of the bid.
29. Performance security shall be 10 % of the amount of work order performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the bidder including warranty obligation and maintenance and object liability period.
30. 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.

Executive Engineer (Garden-I)
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 **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

OTHER SPECIAL TERMS & CONDITIONS OF CONTRACT

1. Initially the maintenance period will be for 2 years which may be extended with mutual consent.
2. The contractor shall ensure all safety precautions during execution of work without fail. In want of this, if any casualty occurs, contractor will be responsible.
3. "JDA at work" Boards shall be installed by the contractor at his own cost during execution of work as directed by Engineer-In -charge.
4. Any equipment for the fountain & Fountain lights not confirming to specification collected at site shall have to be removed by the contractor with in 24 hours of the written instruction given by Engineer –In-Charge failing which such equipment shall be removed by the Engineer-In-Charge at risk & cost of contractor after expiry of 24 hrs.
5. The agency should ensure safe and sound installation of the fountain and Fountain lights.
6. The agency should take care not to cause any damage to the existing structure in the park. If any damage occurs he has to repair at his own cost.
7. The paid Annual operation and maintenance contract (Paid AOMC) period will be for two (02) years. The annual maintenance & operation charges will be inclusive of all taxes.
8. Tenderer must have adequate experience in supplying, installing, commissioning, operating and maintaining the fountains and he should be a Manufacturer/ Authorized Dealer of any leading manufacturing company of repute / registered contractors having the experience of similar nature of work & they shall also have to produce Companies Documents in support.
9. The replacement of the damage part will be in accordance to the specification mentioned in bid document.
10. 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 AMC after adjusting the dues if any.

11. Rate quoted by the contractor should include all taxes, excise duty, carriage, installation charges etc. in his rates for installation and paid AOMC.
12. The bidder should have valid A/B class electrical license issued from competent authority
13. The Electrical panel shall be protected against dust and jets of water having rating IP 55 and should have been tested and certification give by a Government on India Test Laboratory
14. The Fountain Luminaries shall be underwater rating IP 68 and should have been tested and certification given by a Government of India Test Laboratory
15. The bidder should be registered under applicable category in Govt./ Semi Govt./ Local Bodies

Special condition will be also a part of contract agreement.

Signature of the Contractor

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

क्रमांक : एफ.2(1)वित्त/जीएण्डटी-एसपीएफसी/2017

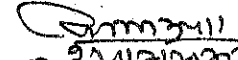
जयपुर, दिनांक : 23.12.2020

परिपत्र

वित्त विभाग की अधिसूचना क्रमांक एफ. 2(1)वित्त/जीएण्डटी - एसपीएफसी/2017 दिनांक 18.12.2020 द्वारा आरटीपीपी नियम, 2013 के नियम 42(2) में संशोधन करते हुए आमंत्रित की जाने वाली आगामी बोलियों के संदर्भ में दिनांक 31.12.2021 तक बिड सिक्यूरिटी राशि प्राप्त नहीं करने एवं इसके स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का प्रावधान किया गया है।

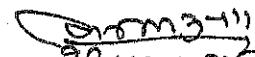
चूंकि उक्त नियमों में बिड सिक्यूरिटी राशि के स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का नवीन प्रावधान किया गया है। अतः समस्त उपापन संस्थाओं के उपयोगार्थ बिड सिक्यूरिटी के संबंध में लिए जाने वाले घोषणा पत्र (Declaration) का मानक प्रारूप संलग्न प्रेषित है। राजस्थान स्टाम्प अधिनियम, 1998 की धारा 3 सपठित अनुसूची के अनुच्छेद 4 के अनुसार घोषणा पत्र (Declaration) पर 50/- रुपये स्टाम्प ड्यूटी देय है तथा इस स्टाम्प ड्यूटी की राशि पर नियमानुसार 30 प्रतिशत सरचार्ज देय है। अतः समस्त उपापन संस्थाओं को निर्देशित किया जाता है कि बिड सिक्यूरिटी के संबंध में प्रस्तुत किए जाने वाले घोषणा पत्र (Declaration) पर उक्तानुसार राजस्थान राज्य में स्टाम्प ड्यूटी एवं सरचार्ज का भुगतान सुनिश्चित करावें।

संलग्न- उपरोक्तानुसार


(विमल कुमार गुप्ता)
संयुक्त शासन सचिव

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. सचिव, राज्यपाल/प्रमुख सचिव, मुख्यमंत्री/विशिष्ट सहायक समस्त मंत्रीगण/राज्य मंत्रीगण ।
2. उप सचिव, मुख्य सचिव/निजी सचिव, समस्त अति. मुख्य सचिव/प्रमुख शासन सचिव/ शासन सचिव/विशिष्ट शासन सचिव ।
3. सचिव, राजस्थान विधानसभा, राजस्थान, जयपुर ।
4. सचिव, लोकायुक्त सचिवालय, राजस्थान, जयपुर ।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर ।
6. रजिस्ट्रार, राजस्थान उच्च न्यायालय जोधपुर/जयपुर ।
7. प्रधान महालेखाकार ए एण्ड ई राजस्थान जयपुर ।
8. प्रधान महालेखाकार ऑडिट राजस्थान जयपुर ।
9. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग ।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त ।
11. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर ।
12. समस्त वित्तीय सलाहकार/मुख्य लेखाधिकारी ।
13. समस्त कोषाधिकारी ।
14. समस्त उपापन संस्थाएं ।
15. तकनीकी निदेशक वित्त विभाग को भेजकर लेख है परिपत्र को वित्त विभाग की वेबसाईट पर प्रकाशित करवाने की व्यवस्था करावें ।
16. रक्षित पत्रावली ।


23/12/2020
संयुक्त शासन सचिव

Form of Bid-Securing Declaration

Date :

Bid No. :

Alternative No. :

To :

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]



Percentage BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work :- Operation and Maintenance of Fountain Statue Circle, JDA, Jaipur.

Contract No: EE-Garden-I/10/2020-21

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
	Non BSR					
1.10	Operation and Maintenane of Statue Circle Fountains General cleaning operation and maintenance of all above fountains its include following items: a. General cleaning of floor of fountain body. The cleaning includes brooming and washaing of all elements. b. Operation and Maintenane of water supply system by regulation of source, maintenance of supply inleand other related fittings such as hydrant, tabs, valves etc. c. Operation and maintenance of fountain, pump, fountain lights, electric, panel box, fountain fittings and other relevant fittings, d. Cleaning and maintenance of water body, water tank and around of water body and fountains nozzles etc. all work related to fountain (civil/electrical work) as per direction of engineer-in-charge.	24.00	Per Month	30000.00	720000.00	INR Seven Lakh Twenty Thousand Only
Total in Figures					720000.00	INR Seven Lakh Twenty Thousand Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				