

JAIPUR DEVELOPMENT AUTHORITY

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-133

Dated: 18.02.2021

NOTICE INVITING BID

NIB No. : EE(Garden-I)/12/2020-21

Online Bids are invited **up-to 6.00 PM of 02.03.2021** for **“Operation and maintenance of Open Air Garden Theatre & Restaurant on Licence for 3 years, JLN Marg, JDA, Jaipur.”** Estimated cost of Rs. **50.00 lacs.** The last date for applying bid and making online payment on JDA portal is upto 6:00 PM **02.03.2021** details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in.

(UBN No.)

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 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.

Executive Engineer (Garden-I)
JDA, Jaipur

जयपुर विकास प्राधिकरण, जयपुर

क्रमांक : जविप्रा/अधि.अभि./गार्डन-।/2020-21/डी-133

दिनांक : 18.02.2021

बिड सूचना अधि.अभि.गार्डन-।/सं. 12/2020-21

जविप्रा जोन-गार्डन-। में “ओपन एअर गार्डन थियेटर एवं रेस्टोरेन्ट जे.एल.एन. मार्ग, जेडीए, का लाईसेन्स के आधार पर तीन वर्ष तक संचालन एवं संधारण” के लिए राशि रु. 50.00 लाख की दिनांक 02.03.2021 सायं 6.00 बजे तक ऑन लाईन निविदा आमंत्रित की जाती हैं। विस्तृत विवरण जो कि निविदा प्रपत्र में उपलब्ध है, अधोहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

(UBN No.)

निविदादाता को बिड में भाग लेने हेतु आवश्यक है कि :-

1. जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर पंजीकृत होना आवश्यक है। निविदादाता को निविदा शुल्क एवं आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑन लाईन वेबसाइट www.jda.urban.rajasthan.gov.in पर ही जमा करानी होगी। बोली प्रतिभूति ऑनलाईन अथवा बोली दस्तावेज में निर्धारित प्रक्रिया अनुसार बैंक गारन्टी के रूप में जमा कराई जा सकती है।
2. ऑन लाईन बिड में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत होना आवश्यक है।

अधिशायी अभियन्ता (उद्यान-।)
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC-TF-313, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004
Telephone: +91-141-2569696 e.mail: xen.g1jda@gmail.com

NOTICE INVITING BID
NIB No. : EE-Garden-I/ 12 /2020-21

Name & Address of the Procuring Entity	➤ Name: Executive Engineer-Garden-I, Jaipur Development Authority ➤ Address: Room No. CCC-TF-313, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan) ➤ Email:- xen.g1jda@gmail.com
Subject Matter of Procurement	➤ Operation and maintenance of Open Air Garden Theatre & Restaurant on Licence for 3 years, JLN Marg, JDA, Jaipur. (JOB No.036/2019-20)
Period of work	➤ 3 Years
Bid Procedure	➤ Two stage open competitive bid (Two envelope) through eBid procedure at http://eproc.rajasthan.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
Estimated Procurement Cost	➤ INR Rs. 50.00 lacs for 3 years.
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 online only. Bid Security Deposit, may be deposited online or through bank guarantee in the manner prescribed in bid document. ○ Bidding document fee: Rs. 1000/- (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only)
Bid Security Deposit	➤ Amount (INR) : Rs. 5.00 Lacs or 5% of the bid (Offered Amount) whichever is higher. ➤ 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.
Publishing Date on SPP Portal	➤ Start Date: 19.02.2021 at 4:00 PM onwards
Document Sale/Download/Bid Participation Amount Deposit Start Date on JDA Portal	➤ Start Date: 19.02.2021 at 4:30 PM onwards
Bid Submission Start Date on e Proc Portal of GOR	➤ Start Date: 19.02.2021 at 4:30 PM onwards
Document Sale/Download/Bid Participation Amount Deposit End Date on JDA Portal	➤ End Date: 02.03.2021 at 6.00 PM
Bid Submission End Date on e Proc Portal of GOR	➤ End Date: 02.03.2021 at 6.00 PM
Physical Bank Guarantee (BG) Submission Start Date (In case bidder opts BG for Bid Security)	➤ Start Date: 03.03.2021 at 10:00 AM ➤ Place of physical BG submission: Nodal officer, Room No. MB-SF-225A of Main Building, JDA, Jaipur.
Physical Bank Guarantee (BG) Submission Closing Date	➤ Closing Date: 04.03.2021 up to 6:00 PM
**Bid Opening Date on e Proc Portal of GOR	➤ 08.03.2021 at 11:30 AM ➤ Room No. CCC-TF-313, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time period	➤ 36 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 gat 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 :- - Bidder (authorized Signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. - In case, any of the bidders fails to pay tender Fee, BSD, and RISL Processing Fee, Online (Subject to Confirmation) its Bid shall not be accepted. - To participate in online bidding process, bidders must procure a digital signature Certificate (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). - 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. - Bidders are also advised to refer “Bidders Manual Kit” available at eproc website for further details about the e-tendering process. - Training for the bidders on the usage of e-tendering system (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. - The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids. - No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. - Procurement entity disclaims any factual/ or other errors in the bidding 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. - 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

Garden Theatre and Restaurant's Brief Detail

The Garden Theatre is situated adjacent to "Smriti Van" at Jawahar Lal Nehru Marg (JLN), Jaipur. JDA intends to operate and maintain Garden Theatre and Restaurant. Garden Theatre covers area of about 10 Acre which is 15.0 meter below ground level and it consist of stage of size 56' x 28' (for about 600 people) where cultural programs are carried out.

Time Period of Operation and Maintenance

1. Initially the lease period shall be for a period of 3 years which may extended on mutual agreement for two years.
2. Bidders rates will be applicable for 3 years period from date of acceptance of bid with 10% increase per year, thereafter, this agreement may be extended upto total of 2 years with lease rent increase @ 10% per year or at the rate decided on mutually agreed basis.
3. Time of operation will be from 6.00 AM to 10.00 PM for garden theatre and 6.00 AM to 11.00 PM for garden restaurant.

Eligibility criteria:

1. The agency can be individual, firm or company or partnership firm having annual turnover of over 50.00 lacs in each of any last three financial years (bidder has to submit relevant documentary proof) such as Audited copies of balance sheet & profit & loss account of the firm with C.A. certificate.
2. Agency should have experience in event management/Organizing Cultural Events/ Experience in the field of Music or hospitality /Restaurant sector in Private or Government organization of at least of three years. Necessary proof should have to be submitted, like certificate from client regarding event or hospitality etc. or should have own company/ restaurant/ IT returns showing such desired experience.
3. Bid security of Rs. 5.00 lacs or 5% of the estimated procurement cost of bid (Offered Amount) whichever is higher shall have to be deposited online with bid on e-tendering system of JDA, Jaipur. Bid Security Deposit may be also be deposited through Bank Guarantee (BG) if favour of Secretary JDA Jaipur in the manner prescribed in Annexure-2 of bid document. The bid security is refundable as per rules after finalization of bid.

Executive Engineer (Garden-I)
JDA, Jaipur

Signature of Bidder
With full name, address & phone.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Special Terms & Conditions (part of Contract agreement)

1. Art, Cultural, environmental, musical, Social or other similar programmers can only be organized & performed at garden theatre.
2. Booking for marriages is strictly prohibited and not allowed.
3. The agency has to establish and run restaurant only.
4. **The successful bidder shall have to submit a security deposit of Rs. 5.00 lacs in form of DD/FDR or Bank Guarantee drawn of favor of Secretary JDA, payable at Jaipur within 10 days from issue of Acceptance letter to bidder in addition to Bid Security of Rs. 5.00 lacs as prescribed under clause 3 of technical criteria.**
5. The security deposit & bid security money will be refunded after 6 months from successful completion of lease contract without any interest.
6. The agency will deposit monthly rent to JDA by D.D./Challan in favour of Secretary JDA up to 5th day of every month.
7. The agency has to sign an agreement on non-judicial stamp paper of Rs. 1000 with above conditions.
8. All charges on account of water and electricity shall be borne by the agency and maintain lighting of public places in premises. In case of disconnection of water/electricity connection due to any reason the bidder shall be fully responsible and this will be his duty regarding reconnection of same as soon as possible. JDA may terminate the contract agreement and forfeit the security deposit in case of repetition of above activity.
9. Agency shall not sublet the garden theatre and restaurant to any other person.
10. The replacement/maintenance of any item in the garden theatre/ restaurant shall be done with the same specification and make. The prior approval in this regard shall be taken from Executive Engineer (Garden) or Executive Engineer (Electrical).
11. Horticulture work shall be maintained in same manner & condition during contract period at the time of handover.
12. The agency shall have to maintain the complete inventory of venue prepared by JDA upto the required level till handing over to JDA on completion or termination of contract. List of inventory to be maintained should be prepared jointly before handing over.
13. Organizing any anti national, anti-religion, political or any vulgar functions that may not be consistent with Indian traditions and that cannot be attended by families are not allowed. If any program of this kind is organized, JDA shall be free to terminate the contract. In this matter decision of concerned Director, JDA, Jaipur will be final.
14. The agency shall have to obtain regular licenses, approvals, NOCs required to run the garden theatre & restaurant from competent authority as applicable by the law.
15. The agency shall have to maintain a register at site and booking shall be done on first come first basis strictly. This register can be checked by JDA authorities at any time. If this register is not found in order agency shall be penalized for Rs. 10,000 every time. This amount shall be deducted from Security deposit.
16. Agency will have to start the restaurant within two month period after acceptance of contract.

17. All employees of theatre and restaurant will have to wear washed and ironed uniform. Agency will be responsible for the good conduct of its employees. In case of any miss happening or accident during operation period JDA will not be responsible for damages/compensation.
18. Agency has to make insurance of Garden theatre & Restaurant premises and all his employees and shall be abide by all relevant laws & rules. The copy of insurance-certificate/policy is to be submitted in JDA.
19. All kind of taxes applicable to garden theatre and restaurant will be borne and paid by the successful bidder.
20. The safety of equipments in the premises of garden theatre and restaurant will be responsibility of agency.
21. The agency himself has to take desired permission from Collector Jaipur for Programs, if applicable and required as per Law.
22. The agency shall have to attend office of JDA whenever called and required to discuss any issue and shall have to submit replies to any queries made by JDA.
23. The repair/maintenance of electronic/electric items shall be got done through authorized dealer only and shall inform about such repairs to JDA with details of work done.
24. The maintenance of entire premises of garden theatre and restaurant as well as public facilities available in the theatre shall be ensured by the agency at his own cost & expenses as per directions given by JDA.
25. Day to day maintenance e.g. painting, lights, any damages, sanitary, garbage clearing, replacement of plants etc. will be done by agency at its own cost as per the direction of JDA.
26. Open fire and smoking are completely prohibited on stage and garden theatre.
27. During programmes if there is any damage of garden theatre property, agency will be fully responsible. In such a situation the damage will be got repaired by the agency at its own cost within appropriate period as instructed by JDA officers.
28. Maintenance of electric room and equipments in sound room & other equipments/fittings will be done by agency.
29. Agency will maintain complaint book and suggestion book for the visitors and a notice of this shall be shown at a visible place.
30. All kinds of temporary furniture will be arranged by agency itself.
31. Agency shall submit list of clients to whom garden theatre has been rented on quarterly basis to JDA. However JDA can seek such information as and when required at any time and the agency would have to provide such information at the earliest.
32. All the instructions given by officer authorized by Director (Garden wing JDA) for maintenance of entire premises will be followed by the agency without any dispute.
33. On completion of contract period premises will be taken back in the same condition which was at the time of handing over to the agency.
34. Agency shall maintain tube well, structures/ monuments and other accessories in the premises which shall be handed over to him.
35. If agency wants to make some minor changes which shall not change the general appearance of the theatre can be done with prior approval of Director (Garden wing JDA) on its own cost. No major changes shall be allowed.
36. The booking rates for garden theatre shall be decided by successful bidder at his own level in accordance with approved bid amount.
37. JDA authorized officer/employee can inspect the garden theatre at any time.
38. In case JDA requires garden theatre then the agency will have to make it available for JDA free of cost for maximum 12 days in a year which shall not be more than 2 days in a month.
39. The agency will have to promote culture/heritage/music/ eatables.

40. The agency can obtain occasional/daily liquor license from the appropriate authorities on an event to event basis. Such license shall only be obtained after obtaining prior approvals from the JDA.
41. The agency is permitted to do the branding of the restaurant and the garden theatre by installing maximum two signage boards not exceeding the size of 8'X15' from the premises and not coming on the JLN Marg Road.
42. The agency can sub-lease the premises to a specialized brand/agency/organization not exceeding one, if it deems fit for the working of garden theatre and/or the restaurant after obtaining prior approval from the JDA.
43. The Agency can terminate the agreement before the expiry of the tenancy period but not before completion of one year from the date of start of agreement after giving three months prior notice to the JDA of its intention to terminate the agreement provided the Agency agrees to surrender the Performance Guarantee.

Penalty provision

- Amount of approved monthly lease rent will be deposited by 5th of every month as advance rent in JDA account and its receipt will be presented to Executive Engineer. If rent is not deposited in time, interest will be payable @ 18% p.a. up to a delay period of 2 months. If the agency does not deposit the rent even after 2 months then JDA can terminate the contract and take legal action for recovery of balance rent. If any violation of the terms and condition of bid is done by the agency then bid security may be forfeited and the contract will be terminated.
- JDA can terminate the contract if there is a breach of agreement.
- Decision of JDC (Jaipur Development Commissioner) will be final and binding to the bidder.
- JDA has the authority to accept / reject the bid at any stage without assigning any reason.

Jurisdiction

- Jaipur (City) will be the jurisdiction for any litigation in this regard.

Executive Engineer (Garden-I)
JDA, Jaipur

Signature of Bidder
With full name, address & phone.

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 IDC

The designation and address of the Second Appellate Authority is EC

(1) Filing an appeal:-

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

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

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

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

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

(4) 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.....of Before
the.....(First/Second Appellate authority)

- 1- Particulars of appellant :
 (i) Name of the appellant :
 (ii) Official address, if any:
 (iii) Residential address :

- 2- Name and address of the respondent(s):
 (i)
 (ii)
 (iii)

- 3- Number and date of the order appealed
 against and name and designation of the
 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 : **Operation and maintenance of Open Air Garden Theatre & Restaurant on Licence for 3 years, JLN Marg, JDA, Jaipur.**

Place : Near OTS gate, JLN Marg, Jaipur.

Schedule “H”

S. No.	Name of work	Rate	Amount in Rs. Per Month to be paid by bidder to JDA	
			In figure	In words
1	Operation and Maintenance of Garden Theatre & Restaurant on lease for 3 years.	Per Month		

Note:- The rates to be quoted shall be exclusive of all kind of taxes such as GST etc as applicable and be borne by bidder as per special terms & condition No. 19 of the bid.

Executive Engineer (Garden-I)
JDA, Jaipur

I/We hereby agree to do the above work on rates quoted by me/us on terms & conditions enclosed with tender copy.

Signature of Bidder
With full name, address & phone.

Item Rate BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY JAIPUR

Name of work :- Operation and maintenance of Open Air Garden Theatre & Restaurant on Licence for 3 years, JLN Marg, JDA, Jaipur

Contract No: EE (GARDEN-I)/12/2020-21

Name of the Bidder/ Bidding Firm / Company :					
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
Sl. No.	Item Description	Units	BASIC RATE PER MONTH In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	7
1	Operation and Maintenance of Garden Theatre & Restaurant on lease for 3 years.	Per Month		0.00	INR Zero Only
	Note:- The rates to be quoted shall be exclusive of all kind of taxes such as GST etc as applicable and be borne by bidder as per special terms & condition No. 19 of the bid				
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only			