

Part B

JAIPUR DEVELOPMENT AUTHORITY

JAIPUR

TECHNICAL BID

(Potential Assessment)

for

**Installation of Sculptures of Freedom
Fighters at Laxmi mandir junction on Tonk
road, JDA, Jaipur**

SECTION -I

NOTICE INVITING BID

जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल, जे.एल.एन. मार्ग, जयपुर

क्रमांक / जविप्रा / अधि.अभि.— ट्रैफिक कार्य-III / 2021-22 / डी-01

दिनांक: 18.08.2021

बिड आमंत्रण सूचना

बिड संख्या—अधि.अभि.(TW-III)/01/2021-22

जयपुर विकास प्राधिकरण, अधिशाषी अभियंता (ट्रैफिक कार्य-III) द्वारा “लक्ष्मी मन्दिर जंक्शन टोंक रोड पर स्वतन्त्रता सैनानियों की मूर्तियाँ लगाने का कार्य” राशि रु 326.40 लाख की निविदा दिनांक 06.09.2021 सायंकाल 6.00 बजे तक ऑनलाईन आमंत्रित की जाती हैं। विस्तृत विवरण, जो कि निविदा प्रपत्र में उपलब्ध है, अद्योहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.raj.nic.in/www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

UBN No.

निविदा दाता को निविदा में भाग लेने हेतु आवश्यक है कि :-

1. जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो। निविदा शुल्क व आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑनलाईन ही देय होगी। बोली प्रतिभूति ऑनलाईन अथवा बैंक गारन्टी के द्वारा दी जा सकती है।
2. ऑनलाईन निविदा में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशाषी अभियन्ता (ट्रैफिक कार्य-III)
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. CB-FF-101, Court Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004
Telephone: +91-141-2569696.EPBX 1513, e.mail: bonijda@gmail.com; M. No. 9828086491

No:- JDA/EE-TW-III /2021-22/D-01

Dated: 18.08.2021

**NOTICE INVITING BID
NIB No. : EE-TW-III/ 1/2021-22**

Online bids are invited up-to 6.00 PM of 06.09.2021 for the work of “Installation of Sculptures of Freedom Fighters at Laxmi mandir junction on Tonk road, JDA, Jaipur” of Rs. 326.40 Lacs. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM dated 06.09.2021. 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, RISL processing fee online only. The bid security may be deposited through online or bank guarantee (BG).
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e- Bid submission.

Executive Engineer(Traffic Works-III)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY

Room No. CB-FF-101, Court Building, Ram Kishore VyasBhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004

Telephone: +91-141-2569696. e.mail: bonijda@gmail.com; M. No. 9828086491

No:- JDA/EE-TW-III/2021-22/D-01

Dated: 18.08.2021

NOTICE INVITING BID**NIB No.:EE-TW-III/1/2021-22**

Name & Address of the Procuring Entity	➤ Name: Executive Engineer- TW-III, Jaipur Development Authority ➤ Address: Room No. CB-FF-101, Court Building, Ram Kishore VyasBhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 ➤ Email:- bonijda@gmail.com
Subject Matter of Procurement	" Installation of Sculptures of Freedom Fighters at Laxmi mandir junction on Tonk road, JDA, Jaipur" Job No. 102/2021-22
Bid Procedure	Two Stage Open Competitive-Bid 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, 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.1000/- (Rupees One thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One thousand only)
Estimated Procurement Cost	➤ INR Rs. 3,26,40,000.00/-(Three Crore Twenty Six Lakhs Forty Thousand)
Bid Security Deposit	All the eligible contractors / Registered in Class "AA" in other Govt. department / general bidders should submit bid security declaration on non-judicial stamp of Rs. 50/- as per order issued by finance department (GF&AR) GoR dated 23.12.2020 (Declaration attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid. (Note- Bidder who qualifies the eligibility criteria is eligible for participation in bid)
Date/time/place of Pre-Bid	N/A
Applying bid and making online payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 18.08.2021 at 9.30AM onwards ➤ End Date: 06.09.2021 at 6.00 PM
Bid submission on e-procurement portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date: 18.08.2021 at 9.30AM onwards ➤ End Date: 06.09.2021 at 6.00PM
**Date/ Time/ Place of Technical Bid Opening	➤ 09.09.2021 at 3.00 PM ➤ Room No. CCC/TF/309, PMIS cell, Ram Kishore VyasBhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	➤ To be informed after evaluation of technical bid ➤ Room No. CCC/TF/309, CCC Building, Ram Kishore VyasBhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline

Time Period	➤ 8 Months
*Jaipur Development Authority has decided to receive Tender fee and RISL processing fee online through JDA portal. The bid security options available in tender for participants are as mentioned below	
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 the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted. 3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, N code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems. 5. Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-Tendering process. 6. Training for the bidders on the usage of e-Tendering System (e-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 document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.	

Executive Engineer(Traffic Works-III)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

Name of Work:- Installation of Sculptures of Freedom Fighters at Laxmi mandir junction on Tonk road, JDA, Jaipur

1.	NIB No.	:	EE-TW-III/1/2021-22
2.	Approximate cost	:	Rs 3,26,40,000/-
3.	Cost of the bid document	:	Rs 1000/-. The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.
4.	Bid Processing fees	:	Rs 1000/- (In favour of M.D. R.I.S.L., Jaipur.)
5.	Earnest Money/Bid Security deposit (in favour of Secretary, JDA, Jaipur.)	:	All the eligible contractors / Registered in Class "AA" other Govt. department / general bidders should be submit bid security declaration on non-judicial stamp of Rs. 50/- as per order issued by finance department (GF&AR) GoR dated 23.12.2020 (Declaration attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid. (Note- Bidders who qualifies the eligibility criteria is eligible for participation in bid)
6.	Date/time/place of Pre-Bid	:	N/A
7.	Applying bid and making online payment on JDA portal (www.jda.urban.rajasthan.gov.in)	:	Start Date: 18.08.2021 at 9.30AM onwards End Date: 06.09.2021 at 6.00 PM
8.	Bid submission on e-procurement portal of GOR (www.eproc.rajasthan.gov.in)	:	Start Date: 18.08.2021 at 9.30AM onwards End Date: 06.09.2021 at 6.00PM
9.	Date/ Time/ Place of Technical Bid Opening	:	09.09.2021 at 3.00 PM Room No. CCC/TF/309, PMIS cell, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
10.	Date/ Time/ Place of Financial Bid Opening	:	To be informed after evaluation of technical bid Room No. CCC/TF/309, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
11.	Bid Validity	:	120 days from the bid submission deadline
12.	Completion period of work	:	08 Months

SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

The Bidder should see the site and fully understand the conditions of the site before bidding and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates give in the Schedule 'G'. The work shall be carried out in accordance with the Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer-In-Charge of the work.

SCHEDULE - B: LIST OF THE DRAWING:

The drawing may be seen in office of the undersigned.

SCHEDULE - C: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:

List of the drawing to be supplied by the bidder NIL. But the bidder shall have to arrange at his own cost drawings required for the work after deposition necessary cost with JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard & or the standards laid down in the detailed specification of the Public by the bidder qualified personnel as required under the bidder enlistment rules duly approved by the department shall have to be engaged at site by the Bidder. The department reserves the right to engage such staff and recover the expenses from the bidder on such account in case of his failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the bidder shall be deposited 15 days in advance with the Engineer In charge and be got approval by him before use.

SCHEDULE - F: TIME OF COMPLETION:

The work should start within 10 days of issue of work order and complete within time limit.

SCHEDULE - G: ATTACHED SEPARATELY AS SCHEDULE "H".**SCHEDULE - H: SPECIAL CONDITION:**

Attached Separately with the bid document.

SCHEDULE - I: LIST OF MATERIAL TO BE SUPPLIED BY THE DEPARTMENT:

NIL

SCHEDULE - J: COST OF BID DOCUMENTS & PROCESSING FEES.

Date of submission of Bid Cost, Process Cost from 18.08.2021 to 06.09.2021 up to 6.00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 09 months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee in original will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in room No. MB-SF 139A main building, JLN Marg, JDA, Jaipur, as per specified in bid documents (However as per Govt. order only Bid declaration is to be submitted as detailed in document).

Signature of the Bidder
With full Address

Executive Engineer(Traffic Works-III)
JDA, Jaipur.

SPECIAL CONDITIONS

01. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
02. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
03. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder 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 bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder 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. 6 or any other manner legally permissible and if it is found that the bidder was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
04. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
05. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the bidder. In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
06. The rate quoted by the bidder shall remain valid for a period of **Four Months** from the date of opening of the bids.
07. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3-para 36) and subsequent modification.
08. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
09. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
10. If any bidder withdraws his bid prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or dose not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
11. Rules regarding enlistment of bidders provide that work; upto five times limit for which they are qualified for bidding can be allotted to them Therefore, before bid the bidders will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
12. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
13. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
14. The rates provided in bid documents are inclusive of all Taxes royalty.
15. Undersigned has full right to reject any or all bids without given any reasons.
16. 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."
17. The contracting agency shall have to furnish security deposit (SD) in the form of Bank Guarantee valid from the actual date of completion, which shall be assigned by the Engineer-in-charge.

18. **Special Conditions of Contract regarding Defect Liability Period (DLP) for Metal sculpture/statue works costing Rs. 25.00 lacs and more shall be of one year and SD shall be refunded after successfully completion of one year of DLP.**
19. 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.
20. Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
21. 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) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
22. In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
23. 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.
24. 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
25. The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibly of contracting agency.
26. The routine maintenance shall consist of the routine maintenance operation defined in manual.
27. The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those road sections, which are likely to be damaged during rainy season.
28. One register has to be maintained by every A.E.n for recording the inspection details of works in his jurisdiction under defect liability period
29. The bidders are required to submit copy of their enlistment as bidder.
30. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
31. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
32. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty of Rs. 5000/- day will be imposed.
33. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction 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.
34. If any bidder quotes a rate below than the schedule "G" rates, i.e. rates below than "at par", then the bidder has to deposit the difference amount i.e. difference amount of the rates as per "at par" and quoted "below", as "work performance Guarantee". This amount has to be deposited before the commencement of work and will be refunded after successful completion of work, Lowest bidder will be issued LOA (Letter of Acceptance) and within 14 days period he has to deposit difference amount in the form of B.G./FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date for completion/actual date of completion and shall have to be extended time to time up to actual completion of work as per requirement. In case of non deposition of the same in specified period, the Bid Security will be forfeited. In case work is not completed satisfactorily, the "Work Performance Guarantee" will be forfeited and other action will be taken as per contract Agreement.

Note:- Amount of work performance guarantee shall be calculated as per the cost of bid i.e. Rs. 326.40 Lacs.

Signature of Bidder
with full address & Mobile No.

Executive Engineer (Traffic Works-III)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

OTHER CONDITIONS

1. The Contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
2. DLP period of various nature of works amounting more than 25 Lacs has been revised. The time period & Conditions as per order No. D-29 dated 11.03.2016
3. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोड़कर एक बिड में स्वीकार नहीं की जावेगी।
4. एक यू.टी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावे।

Signature of Contractor
with full address & Mobile No.

Executive Engineer (Traffic Works-III)
JDA, Jaipur.

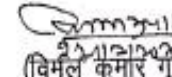
क्रमांक : एफ.2(1)वित्त/जीएण्डटी-एसपीएफसी/2017 जयपुर, दिनांक : 23.12.2020

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।

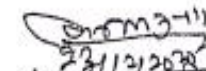
चूंकि उक्त नियमों में बिड सिक्यूरिटी राशि के स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का नवीन प्रावधान किया गया है। अतः समस्त उपापन संस्थाओं के उपयोगार्थ बिड सिक्यूरिटी के संबंध में लिए जाने वाले घोषणा पत्र (Declaration) का मानक प्रारूप संलग्न प्रेषित है। राजस्थान स्टाम्प अधिनियम, 1998 की धारा 3 संपठित 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 कुमारी 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/मिजी सचिव, समस्त अति. मुख्य सचिव/प्रमुख शासन सचिव/ शासन सचिव/विशिष्ट शासन सचिव।
3. सचिव, राजस्थान विधानसभा, राजस्थान, जयपुर।
4. सचिव, लोकार्गुक्त 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 सहायक/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 :-----

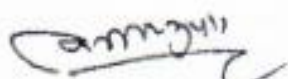
In the capacity of :-----

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.]



JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR POTENTIAL ASSESSMENT OF BIDDERS

Name of Work: - Installation of Sculptures of Freedom Fighters at Laxmi mandir junction on Tonk road, JDA, Jaipur

Special conditions of contract for **POTENTIAL ASSESSMENT** as detailed here under, shall be applicable in addition to all other terms and condition already prescribed under standard agreement forms/ rules and regulations relating to contracts.

1. Procedure:

A. Procedure for **POTENTIAL ASSESSMENT** would be as follows:

Tender document shall be submitted online e-procurement website <http://www.eproc.rajasthan.gov.in> with their digital signature. The bid shall comprise of –

Part A- GST registration, PAN Card of firm, firm registration and copy of registration of contractor in required category (If applicable).

Part B- Technical Bid and

Part C- Financial Bid.

B. The Technical Bid will be opened only of those bidders whose proper bid security, GST registration Certificate and copy of registration of contractor (If applicable) in required category are found to be in order. The tender fees and processing fees will be deposited Online.

C. The Technical bid would be opened on the date at 01:00 PM in the room no., **Ram Kishore Vyas Bhawan, Indra Circle, Jawahar Lal Nehru Marg, JDA, Jaipur-302004 (Rajasthan).**

D. The Financial Bid would be opened only of those bidders who will fulfill all the **POTENTIAL ASSESSMENT** criteria.

2. Criteria:

Criteria for **POTENTIAL ASSESSMENT** would be as follows:-

(a) The bidder should have executed following quantities of work in any one financial year of the last seven financial years. However the bidder may opt current year in the said financial assessment period.

S.No.	Item	Quantity
1	Installation of three dimensional metal sculptures of human/animal 5(five) feets height	4534.00 Kg

Note:-

- (i) **The Bidder should enclose the certificate having quantities Financial year wise other wise the certificate will not be considered.**
- (ii) **Quantities of all the items mentioned in criteria 2 (a) should be executed in one financial year.**

- (iii) **Certificate issued by Government of India, State Government, Union Territory, Government Undertakings, Autonomous Bodies, PSU's shall only be considered.**
- (b) The bidder must have experience of successfully Installation of one 50 feet tall metal statue or a group of 4 metal statue of average 15 feet tall or a group of 5 metal statues of average 10 feet tall or a group of 10 metal statue of average 5 feet tall. In Government of India, State Government, Union Territory, Government Undertakings, Autonomous Bodies, PSU's shall only be considered.
- (c) The bidder should have completed at least one similar nature work in last seven Financial Year (including current year, if opted by the bidder) of value not less than **Rs. 108.80 Lacs** (updated to present price level).

Note :-

- (i) **The starting & completion date of the work is to be in between above said financial year. If no then maximum work (70%) is to be completed in above said financial year.**
- (ii) **If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.**
- (iii) **Work of Similar Nature would mean "Designing/Fabrication/Casting/Installation of metal alloy Statue/sculpture of human/animal 5(five) feets height"**
- (d) The firm should have own/leased bronze lost wax process casting facility with mold baking furnace and metal melting furnace
- (e) The firm must have used the below mentioned technologies in his completed projects:
- CNC (Computer numerical control) technology
 - 3D Scanner
 - 3D Printer
 - Furnace
 - Digital Sculpturing
 - Reverse Engineering software like Polywork/ Artcam/Solid works etc.
- The Applicant should have an experience in Casting of Sculpture, which includes one or more of above technologies (should have utilized at least three of the technologies) as mention above.
- (f) Completion Certificates as documentry evidence to prove the same must be enclosed with good quality photographs in support of the work done during the last seven financial years.
- (g) The bidder should have achieved an annual financial turnover of at least **Rs. 108.80 Lacs** in any one of last seven financial years (including current year, if opted by the bidder)

Note :-

- (i) **The bidder should enclose certificate of Turn Over from Chartered Accountant for last seven financial year & audited balance sheet of the year which is considered by the bidder in criteria 2 (c).**
- (ii) **If current year or last year has been opted by bidder whose balance sheet is not submitted till the submission of bid then certificate from Chartered Accountant should be enclosed.**
- (h) **Bid Capacity:-** Bidders who meet the minimum qualification criteria will be qualified only if available bid capacity is equal to or more than the total Bid value.

The available bid capacity will be calculated as under:

$$\text{Bid Capacity} = (A \times N \times 3 - B)$$

Where A = Maximum value of metal sculpture work executed in any one year during the last 7 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt current year in the seven year assessment period

N = Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 0.67

B = Value, at present price level of existing commitments and on going works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited)

Note:-

- (i) **Certificate from Chartered Accountant should be enclosed by bidder clearly indicated maximum value of Sculpture Work (as per document) in one Financial Year.**
- (i) **Litigation History:-** Bidder should provide an accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last seven years. The maximum value (updated at the present price level) of disputed amount claimed in the litigation/arbitration resulting from contracts executed in last seven years shall be deducted from the calculated Bid Capacity of the bidder. The details shall be furnished in Schedule VI.

Note :-

- (i) **The present price level for turnover, cost of completed work & disputed amount of similar nature, the previous years value shall be given weight age of 10% per year as follows :-**
- | | | | |
|-----|-----------------------|-----------|------|
| (a) | For Current Year | (2021-22) | 1.00 |
| (b) | For last year | (2020-21) | 1.00 |
| (c) | For one year before | (2019-20) | 1.10 |
| (d) | For two year before | (2018-19) | 1.21 |
| (e) | For three year before | (2017-18) | 1.33 |
| (f) | For four year before | (2016-17) | 1.46 |
| (g) | For four year before | (2015-16) | 1.61 |
| (h) | For four year before | (2014-15) | 1.77 |

3. Documentation :

The bidder should furnish the following documents along with the technical bid:

- (a) Information regarding financial resources and capability in Schedule -I.
- (b) Information regarding works executed in the last seven years in Schedule-II
- (c) Certificates from the concerned Engineer-In-Charge in support and verification of the information furnished in Schedule-II
- (d) Affidavit regarding ownership of foundry required for deployment.
- (e) Information regarding details of maximum value of metal statue (as per document) works executed in any one year during the last seven years taking into account the completed as well as works in progress in schedule - III.
- (f) Information regarding existing commitments and ongoing works to be completed in schedule - IV.
- (g) Information regarding details of litigation or arbitration contracts to be furnished in schedule - V.
- (h) Calculation of Bid capacity in schedule - VI.

- (i) Affidavit as per Annexure I.
- (j) Undertaking for not blacklisted of non judicial stamp of Rs. 10 as per Annexure II
- (k) RTPP Annexure A, B, C, D duly signed and uploaded by bidder.
- (l) All the bid documents should be duly signed by the bidders and signed documents be uploaded.

4. Rejection of bids

The department reserves the rights to reject any bid or to disqualify any or all the bidders, without assigning any reasons at any stage.

- (i) If Bid is not accompanied with the requisite documents mentioned in clauses 3 (a) to 3 (i) or is not in accordance with procedure specified in Para 1, or is not accompanied with bid security declaration, PAN card of firm, firm registration, GST registration and Certificate and registration of bidder in required category(if applicable) it would be liable for rejection.
- (ii) Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection.
- (iii) If all the copies enclosed in support and affidavit is not duly attested by notary public/gazetted officer/Self (as per Order No F-14(22)JDA/Estt./2014 Dated 01.01.2015) then bid of the bidder is to be rejected.

5. Eligibility

- i. The bid for this contract will be considered only from those bidders (proprietorship firms, partnership firms, companies, corporations,) who meet requisite qualification criteria prescribed.
- ii. Bidders shall not have conflict of interest. All bidders to have a conflict of interest in this bid shall be disqualified. Bidders shall be considered to have a conflict of interest if:
 - a. One firm applies for bid both as an individual firm and in a group.
 - b. If bidders in two different applications have controlling shareholders in common.
 - c. Submit more than one application in this bid process.If the bidder has participated as a consultant or it has more than 50% stake in consultant engaged in the preparation of the design or technical specification of the works that are subject to this bid.
 - d. A firm which has purchased the bid documents in their name can submit the bid as an individual firm only, no Joint Venture is allowed.
 - e. Bidders must not have been black listed or deregistered by any Government of India, State Government, Union Territory, Government Undertakings, Autonomous Bodies, PSU's. Also no work of the bidder must have been rescinded by client after award of contract during last 10 years. The bidder should submit undertaking on Non Judicial stamp of Rs.10/- to this effect in the Performa of **Annexure 2**.
- iii) A firm shall submit only one bid either by himself. If a firm submits more than one bid by himself, all the bids in which he has participated shall be considered invalid.

Executive Engineer (Traffic Works-III)
JDA, Jaipur.

Schedule - I
FINANCIAL RESOURCES AND CAPABILITY
[Reference clause 3 (a)]

1. Name of Bidder :- M/s.....
2. Total financial turnover achieved by the bidder in the last five financial years:

S.No.	Year	Turnover
(1)	Current Year	
(2)	2020-21	
(3)	2019-20	
(4)	2018-19	
(5)	2017-18	
(6)	2016-17	
(7)	2015-16	
(8)	2014-15	

Note: Balance Sheets and Profit & Loss Accounts is to be enclosed by the bidder which is considered by him as per criteria 3 (a).

3. Total financial Turnover projected in the current financial year
4. Has the bidder ever been debarred/blacklisted from bidding for Central Government/State Government/any Government undertaking?
Yes / No, if yes give details.
5. Has bidder ever been declared insolvent?
Yes/No, if yes give details.
6. Name(s) and Address of Branch/(s) for bidder's Bankers.

I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.

Date :

Signature of Bidde
(With Seal)

SCHEDULE - II

[Reference clause 3 (b)]

Details of Quantities of work executed during last seven financial years

S. No.	Name of Works (with agreement No. & Date)	Client	Place (district)	Financial Year	Name of Item	Page No. where certified copies enclosed
					Metal Sculpture	

Signature of Bidder
(With seal)

Note : Certificate from concerned Engineer-in-Charge should be enclosed in support and verification of the above statement.

SCHEDULE - III

[Reference Clause 3 (e)]

**DETAILS OF MAXIMUM VALUE METAL SCULPTURE/STATUE WORKS EXECUTED IN ANY ONE YEAR DURING THE LAST SEVEN YEARS TAKING
INTO ACCOUNT THE COMPLETED AS WELL AS WORKS IN PROGRESS**

S. No.	Name of Works (with agreement No. & Date)	Client	Place (district / state)	Financial Year	Cost of Work as per Work Order	Stipulated date of commencement	Stipulated date of completion	Value of work done during the year	Page No.

Signature of Bidder

(With seal)

SCHEDULE - IV

[Reference Clause 3 (f)]

DETAILS OF EXISTING COMMITMENTS & ON GOING WORKS TO BE COMPLETED

S. No.	Name of Works (with agreement No. & Date)	Client	Cost of Work as per Work Order	Stipulated date of commencement	Stipulated date of completion	Value of balance work on date of bid	Likely date of completion of balance work	Page No.

Signature of Bidder

SCHEDULE - V

[Reference Clause 3 (g)]

DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

S. No.	Name of Works (with agreement No. & Date)	Client	Work Order Amount	Disputed Amount Claimed in Litigation / Arbitration	Date of Raising Disputed Amount	Actual Award Amount, if the case is Decided	Cause of Litigation & matter in Dispute

Signature of Bidder

SCHEDULE -VI
[Reference Clause 3 (h)]
BID CAPACITY

Name of Bidder: - _____

1.	A = Maximum value of Metal Sculpture/Statue works Executed in any one year during the last seven Years (Updated to present price level)	_____Lacs	Certified details enclosed at Page No. _____
2.	N = Number of years prescribed for completion of the Work for which bids are invited	0.67	
3.	B = Value, at present price level of existing Commitments and on going works to be Completed during the next N Period.	_____Lacs	Certified details enclosed at Page No. _____

$$\text{Bid Capacity} = A \times N \times 3 - B$$

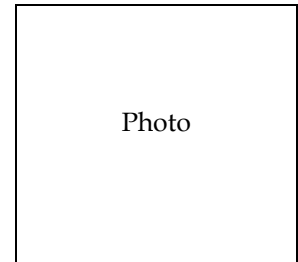
$$= \text{_____ Lacs}$$

Signature of Bidder

ANNEXURE-I

(Reference Clause 3 (i))

To be given self-declaration,
duly self attested



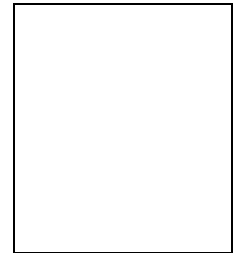
AFFIDAVIT

I/We.....S/O Shri.....
Age.....Year, Resident
.....of.....District..... Rajasthan
Proprietor/ Partner/ Authorize signatory of M/s
..... here by declare that the information
furnished by me/us in schedule I to VI of the assessment Bid for the work
**“Installation of Sculptures of Freedom Fighters at Laxmi mandir junction
on Tonk road, JDA, Jaipur”** is correct to the best of my/our knowledge and belief
and nothing has been concealed therein. I am well aware of the fact that If the
information given by me is proved false/not true, i will have to face the punishment
as per the law. Also all the benefits availed by me shall be summarily withdrawn and
JDA has right to reject the Bid and to take action against me/us as per rules.

Enclose: I.D. proof with self-declaration

.....
Proprietor/ Partner/ Authorized signatory
M/s
.....

To be given by bidder, if Tender Documents and Affidavit submitted by Self Attested



SELF-DECLARATION

I/We..... S/O Shri..... Age.....
Year, Resident of District
Rajasthan, hereby declare that the information given above and in the enclosed documents is
true to the best of my knowledge and belief and nothing has been concealed therein. I am
well aware of the fact that if the information given by me is proved false/not true, I will
have to face the punishment as per the law. Also, all the benefits availed by me shall be
summarily withdrawn.

Proprietor/ Partner/ Authorized signatory

M/s

.....

(Refer clause 6,(ii),f, of Special Conditions of Contract)

UNDERTAKING FOR NOT BLACKLISTED
(On a Non Judicial Stamp of Rs 10/- and duly attested by Notary Public)

We do hereby undertake that we have not been Blacklisted or Deregistered by any Central/ State Government or Public Sector Undertaking, Autonomous Bodies etc., and also that none of our work has rescinded by the client after award of contract during last 10 years.

Stamp and Signature of Authorized Signatory

Note:

1. The undertaking shall be signed by authorized signatory of the bidder.

RTPP 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 sub bidder, 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 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) From 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 authorized 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.

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

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 50% 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.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Subject: Payment mechanism for participating in tender

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 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 2 days 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.

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.

Executive Engineer (Traffic Works-III)
JDA, Jaipur

Jaipur Development Authority, Jaipur

Scope of Work:-

Jaipur Development Authority is undertaking the work of Installation of Freedom Fighter Sculptures at Laxmi Mandir junction, Tonk road, JDA, Jaipur. The bidder shall have to install 8 freedom fighter sculptures having thickness 5 to 7 mm made by bronze metal alloy at Laxmi Mandir junction on Tonk road with a height of 15 feet in average in the proportion of actual height. The bidder have to provide the test report of the bronze metal alloy as per the given composition from the nationalized approved NABL testing laboratory.

The broad scope of work shall be follows:-

1. Submissions of preliminary sketches on the basis of theme/concept provided by JDA.
2. On incorporating client suggestions preparations of detailed drawings with alternatives and recommendations for approval.
3. After approval/Selection of best alternative, design and details of the selected option.
4. Preparation of clay modal for approval and suggestion if any.
5. Casting of wax modal as per the approved clay model by the architect consultant/Engineer-in-charge.
6. Casting of Bronze Statue and incorporating further modifications as per the client's recommendations.
7. Final casting including polishing, finishing erection and mounting at site.

**Signature of Bidder
with full address :**

**Executive Engineer (Traffic Works-III)
JDA, Jaipur**

Jaipur Development Authority, Jaipur

Terms & Conditions and Payment Schedule:-

1. Sculptural work will be carried out as per instruction of the Engineer in charge & consultant architect of the project.
2. Sculpture shall be made according to directed process i.e. French lost waxing process.
3. Surface should be oxidized and should be having tinted brown colour as per approval of Engineer in charge & consultant architect of the project.
4. Supporting arrangements in steel work with necessary welding, bolting ect. To hold the statue including all scaffolding or any other kind of arrangement like machine cranes ect. Required for erecting or fixing of the Statue shall be borne by the contractor and any losses/damages/theft during process of supply & fixing of statue shall be borne by the contractor.
5. The modifications/instructions given by the Engineer in charge & consultant architect of the project. at the stage of clay model will be strictly complied to, and no extra payment will be made on this account.
6. The bidder shall furnish his program for completion of the work within the stipulated time schedule and shall obtain the approval of the Engineer-in- Charge.
7. All kind of safety measures shall be observed by the agency as per codal provision.
8. The Contractor shall perform all services and furnish [all supplies, material and/or work equipment as necessary for the Construction, transportation and installation of the Artwork(metal statue). Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
9. The Contractor shall accomplish the Artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the JDA and Consultant with project oversight, as set forth in this Agreement. The Contractor will do so in a manner that ensures that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, safety devices and procedures, and other needs and functions of the site as defined by Owner and/or ordinance prior to the development of a design by the Contractor.
10. The Contractor shall secure any and all required licenses, permits and similar legal authorizations at the Contractor's expense as may be necessary for the installation of the Artwork at the Site. .
11. Contractor shall provide a maintenance manual with a description of all materials, processes and products utilized in the Artwork and the required care and upkeep involved, as well as recommended procedures in the event of necessary conservation.
12. Contractor shall provide "3-5 feet high miniature clay model of all 8 (Eight) sculptures"and will be approved by the JDA and Consultant before starting the construction of artwork as per drawings/sketches. The Contractor will give the model, approved and rectified, as per direction of architect consultant. The decision of the architect on the Artwork shall be final and binding on the contractor.
13. Contractor shall provide photographic documentation of the Artwork in a format acceptable the JDA and Consultant.

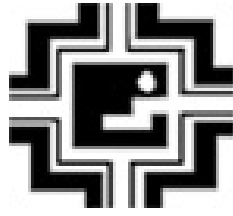
14. Contractor shall be available with reasonable advance notice for a reasonable number of meetings required to coordinate design and project implementation and the like, as necessary.
15. The Contractor shall inform the client of the progress of each phase of work completed under the Agreement.
16. The JDA and Consultant shall have the right to review the Artwork at reasonable times during the Construction.
17. If the JDA and Consultant, upon review of the Artwork, determines that the Artwork does not conform to the approved Final Design, the JDA and Consultant reserves the right to notify the Contractor in writing of the deficiencies.
18. Procurement and maintenance of the sculptures will be in the scope of contractor till the time it is not installed at site.

Payment Schedule:-

S. No	Stage of work	Payment in %age	Cumulative %age
1	Approval of design of clay model	5% of Sculpture amount	5% of Sculpture amount
2	On casting of statues as per the approved clay model and any modification as per the instruction Engineer-In- Charge (As per progress of casting)	70% of Sculpture amount	75% of Sculpture amount
3	On final casting including polishing , finishing at desired site after the approval of the Engineer in charge & consultant architect of the project.	20% of Sculpture amount	95% of Sculpture amount
4	On erection and mounting at desired site after the approval of the Engineer in charge & consultant architect of the project.	5% of Sculpture amount	100% of Sculpture amount

Signature of Bidder

**Executive Engineer (Traffic Works-III)
JDA, Jaipur**



Part C

JAIPUR DEVELOPMENT AUTHORITY

JAIPUR

FINANCIAL BID

(Potential Assessment)

for

**Installation of Sculptures of Freedom
Fighters at Laxmi mandir junction on Tonk
road, JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
SCHEDULE AND SPECIFICATIONS

Name of Work:- Installation of Sculptures of Freedom Fighters at Laxmi mandir junction on Tonk road, JDA, Jaipur

1.	NIB No.	:	EE-TW-III/1/2021-22
2.	Approximate cost	:	Rs 3,26,40,000/-
3.	Cost of the bid document	:	Rs 1000/-. The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.
4.	Bid Processing fees	:	Rs 1000/- (In favour of M.D. R.I.S.L., Jaipur.)
5.	Earnest Money/Bid Security deposit (in favour of Secretary, JDA, Jaipur.)	:	All the eligible contractors / Registered in Class "AA" other Govt. department / general bidders should be submit bid security declaration on non-judicial stamp of Rs. 50/- as per order issued by finance department (GF&AR) GoR dated 23.12.2020 (Declaration attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid. (Note- Bidders who qualifies the eligibility criteria is eligible for participation in bid)
6.	Date/time/place of Pre-Bid	:	N/A
7.	Applying bid and making online payment on JDA portal (www.jda.urban.rajasthan.gov.in)	:	Start Date: 18.08.2021 at 9.30AM onwards End Date: 06.09.2021 at 6.00 PM
8.	Bid submission on e-procurement portal of GOR (www.eproc.rajasthan.gov.in)	:	Start Date: 18.08.2021 at 9.30AM onwards End Date: 06.09.2021 at 6.00PM
9.	Date/ Time/ Place of Technical Bid Opening	:	09.09.2021 at 3.00 PM Room No. CCC/TF/309, PMIS cell, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
10.	Date/ Time/ Place of Financial Bid Opening	:	To be informed after evaluation of technical bid Room No. CCC/TF/309, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
11.	Bid Validity	:	120 days from the bid submission deadline
12.	Completion period of work	:	08 Months

SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

The Bidder should see the site and fully understand the conditions of the site before bidding and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates given in the Schedule 'G'.

The work shall be carried out in accordance with the Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer-In-Charge of the work.

SCHEDULE - B: LIST OF THE DRAWING:

The drawing may be seen in office of the undersigned.

SCHEDULE - C: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:

List of the drawing to be supplied by the bidder NIL. But the bidder shall have to arrange at his own cost drawings required for the work after deposition necessary cost with JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard & or the standards laid down in the detailed specification of the Public by the bidder qualified personnel as required under the bidder enlistment rules duly approved by the department shall have to be engaged at site by the Bidder. The department reserves the right to engage such staff and recover the expenses from the bidder on such account in case of his failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the bidder shall be deposited 15 days in advance with the Engineer In charge and be got approval by him before use.

SCHEDULE - F: TIME OF COMPLETION:

The work should start within 10 days of issue of work order and complete within time limit.

SCHEDULE - G: ATTACHED SEPARATELY AS SCHEDULE "H".

SCHEDULE - H: SPECIAL CONDITION:

Attached Separately with the bid document.

SCHEDULE - I: LIST OF MATERIAL TO BE SUPPLIED BY THE DEPARTMENT:

NIL

SCHEDULE - J: COST OF BID DOCUMENTS & PROCESSING FEES.

Date of submission of Bid Cost, Process Cost from 18.08.2021 to 06.09.2021 up to 6.00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 09 months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee in original will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in room No. MB-SF 139A main building, JLN Marg, JDA, Jaipur, as per specified in bid documents (However as per Govt. order only Bid declaration is to be submitted as detailed in document).

Signature of the Bidder
With full Address

Executive Engineer(Traffic Works-III)
JDA, Jaipur.

SPECIAL CONDITIONS

01. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
02. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
03. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder 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 bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder 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. 6 or any other manner legally permissible and if it is found that the bidder was paid less than that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
04. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
05. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the bidder. In the event of the security being insufficient or if no security has been taken from the bidder 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 bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
06. The rate quoted by the bidder shall remain valid for a period of **Four Months** from the date of opening of the bids.
07. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3-para 36) and subsequent modification.
08. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
09. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
10. If any bidder withdraws his bid prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
11. Rules regarding enlistment of bidders provide that work; upto five times limit for which they are qualified for bidding can be allotted to them Therefore, before bid the bidders will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
12. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
13. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
14. The rates provided in bid documents are inclusive of all Taxes royalty.
15. Undersigned has full right to reject any or all bids without given any reasons.
16. 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."
17. The contracting agency shall have to furnish security deposit (SD) in the form of Bank Guarantee valid from the actual date of completion, which shall be assigned by the Engineer-in-charge.

18. **Special Conditions of Contract regarding Defect Liability Period (DLP) for Metal sculpture/statue works costing Rs. 25.00 lacs and more shall be of one year and SD shall be refunded after successfully completion of one year of DLP.**
19. 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.
20. Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
21. 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) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
22. In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
23. 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.
24. 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
25. The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibly of contracting agency.
26. The routine maintenance shall consist of the routine maintenance operation defined in manual.
27. The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those road sections, which are likely to be damaged during rainy season.
28. One register has to be maintained by every A.E.n for recording the inspection details of works in his jurisdiction under defect liability period
29. The bidders are required to submit copy of their enlistment as bidder.
30. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
31. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
32. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty of Rs. 5000/- day will be imposed.
33. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction 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.
34. If any bidder quotes a rate below than the schedule "G" rates, i.e. rates below than "at par", then the bidder has to deposit the difference amount i.e. difference amount of the rates as per "at par" and quoted "below", as "work performance Guarantee". This amount has to be deposited before the commencement of work and will be refunded after successful completion of work, Lowest bidder will be issued LOA (Letter of Acceptance) and within 14 days period he has to deposit difference amount in the form of B.G./FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date for completion/actual date of completion and shall have to be extended time to time up to actual completion of work as per requirement. In case of non deposition of the same in specified period, the Bid Security will be forfeited. In case work is not completed satisfactorily, the "Work Performance Guarantee" will be forfeited and other action will be taken as per contract Agreement.

Note:- Amount of work performance guarantee shall be calculated as per the cost of bid i.e. Rs. 326.40 Lacs.

**Signature of Bidder
with full address & Mobile No.**

**Executive Engineer (Traffic Works-III)
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

OTHER CONDITIONS

1. The Contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
2. DLP period of various nature of works amounting more than 25 Lacs has been revised. The time period & Conditions as per order No. D-29 dated 11.03.2016
3. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
4. एक यू.टी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावे।

**Signature of Contractor
with full address & Mobile No.**

**Executive Engineer (Traffic Works-III)
JDA, Jaipur.**

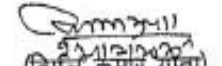
क्रमांक : एफ.2(1)वित्त/जीएण्डटी-एसपीएफसी/2017 जयपुर, दिनांक : 23.12.2020

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।

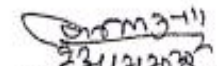
चूंकि उक्त नियमों में बिड सिक्यूरिटी राशि के स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का नवीन प्रावधान किया गया है। अतः समस्त उपापन संस्थाओं के उपयोगार्थ बिड सिक्यूरिटी के संबंध में लिए जाने वाले घोषणा पत्र (Declaration) का मानक प्रारूप संलग्न प्रेषित है। राजस्थान स्टाम्प 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


(हिमेल 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, लोकयुक्त 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 वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावें।
16. रक्षित पत्रावली।


(हिमेल कुमार गुप्ता)
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 : _____

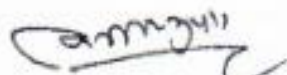
In the capacity of : _____

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.]



RTPP 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 sub bidder, 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 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) From 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 authorized 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.

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

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 50% 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.

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR.

Name of work :- Installation of Sculptures of Freedom Fighters at Laxmi Mandir junction on Tonk road, JDA, Jaipur

Contract No: EE-TW-III/1/2021-22

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	Quantity	Units	Rate to be quoted by Bidder (Inclusive of all Taxes) Rs. P	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Supply and fixing at site Bronze Metal Alloy (Gun metal) (85 % Copper, 5% Tin, 5 % lead and 5% zinc) sculpture including planning, developing, casting. All loading-unloading, transportation, supervision of installation, maintenance of sculptures till date of opening/inauguration of site etc., modelling, 3D scanning of model CNC machining (enlargement of model to desired height), assembling and final detailing, Piece moulding, Wax casting (lost wax process), Wax chasing, sprung investing, metal casting. Divesting, metal chasing, Brazing/Welding finishing and patina/colour etc. complete job in all respect as per approved design & drawing under approval of project consultant, appointed for the project & as per directions of Engineer-In-Charge complete in all respect. (No Civil work Included) Name of Freedom Fighters whom sculptures are to be installed- Vallabhbhai Jhaverbhai Patel, Sarojini Naydu, Maulana Abul Kalam Azad, Jawaharlal Nehru, Mahatma Gandhi , Rajendra Prasad, Subhas Chandra bose, Abdul Ghaffar Khan	13600.000	KG		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				