

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of Work:- Contour survey work for new/existing schemes in JDA region, JDA Jaipur.
(Rate Contract)

1.	NIB No.	:	EE-(Survey & Record/01/2022-23
2.	Approximate cost	:	Rs. 30.00 Lacs
3.	Cost of the bid document	:	Rs 500/-. 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. 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. 500/- (In favour of M.D. R.I.S.L., Jaipur.)
5.	Earnest Money (In favour of Secretary, JDA, Jaipur.)	:	Amount (INR) : 2% (Rs 60,000 /-) (For A &AA class contractor registered in other department) of Estimated Procurement Cost, 0.5% (Rs. 15,000/-) (For Contractor registered in JDA) for Bidder registered as contractor in JDA. Bid Security (Earnest money) may be submitted online or by way of bank guarantee. In case bidder opt to submit bid security through bank guarantee, the bank guarantee should valid up to 12 Months from the date of opening of the bid in prescribed format.
6.	Sale of bid document Online	:	12.11.2022 to 21.11.2022 up to 6.00 PM
7.	Date & Time of receiving tender Online	:	12.11.2022 to 21.11.2022 up to 6.00 PM
8.	Date of submission of Bid Cost, Process Cost & Bid Security Online	:	12.11.2022 to 21.11.2022 up to 6.00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tenderportal .
9.	Physical BG (Bid security) Start & Closing Date	:	In case EMD in form BG original bank guarantee is to be submitted in room no. MB-SF-25A (Room No. of DD (E&B) of main building, JDA, Jaipur up to 21.11.2022 at 5.00 PM
10.	Date of opening of Tender	:	25.11.2022 at 3.00 PM in Room No. MB-FF-123, Main Building Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan)
11.	Completion period of work	:	24 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 & Government of Rajasthan RUIDP detailed specification and to the entire satisfaction of the Engineer-In-Charge of the work.

SCHEDULE - B: LIST OF THE TECHNICAL SANCTION AND DRAWING:

The Technical Sanction, specifications, scope of work and drawings may be seen in office of the undersigned.

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

- a) Agency have to submit soft copy of the survey in SHP, KML/KMZ, DWG and Tiff format files in three sets of Compact Disks(CD) as per requirement of JDA.
- b) Agency have to submit minimum three colored hard copy with time and date stamp of the agency of survey work in a proper scale as per requirement of JDA.
- c) Complete Survey shall be uploaded on Server (designed by JDA for the purpose) by the Agency as per the requirement of JDA.
- d) Any extra Soft or Hard Copy, as and when required by JDA, No extra payments will be made for the same.

SCHEDULE D : VERIFICATION OF THE DRAWINGS : As and when required by JDA.

SCHEDULE - E: TIME OF COMPLETION:

The work should start within 24 hours of issue of work order and complete within time limit.

SCHEDULE - F: BOQ IS ATTACHED SEPARATELY BASED ON BSR RUIDP ISOR 2022

SCHEDULE - G: SCOPE OF WORK (Attached Separately)

SCHEDULE - H: SPECIAL CONDITION:

Attached Separately.

SCHEDULE - I: COST OF BID DOCUMENTS, PROCESSING FEES & EARNEST MONEY.

Date of submission of Bid Cost, Process Cost from 12.11.2022 to 21.11.2022 up to 6.00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.

Signature of the Bidder
With full Address


Executive Engineer (Survey & Record)
JDA, Jaipur.

Scope of work

For contour Survey

1. List of works required from survey consultant

1.1 Natural features

- Contours (in GIS format)
- Water bodies (lakes, ponds, rivers, canals, natural drains etc. L-section, cross section)

1.2 Man-made structures /infrastructure

- Built structures (buildings, plinths, compound walls, field boundaries, survey bench mark stones, sheds etc.)
 - Building use (residential, commercial, institutional, religious, industrial etc.)
- Building construction type (pucca, semi-pucca, kacha)
- Building height (single story, double storied, multiple storied)
- building typology (single-family homes, row houses, twin bungalows, apartments, multi-story structures etc.)
- utility and infrastructure (HT line, bore wells, tube wells, electric lines, bridges, culvert, water tanks, water supply lines, manholes, drainages lines, HT line buffer)
- transportation)Kacha, Pucca, paved unpaved, asphalt roads, road junctions, change in road gradient , road widths, road turnings, road names, and railway lines)
- informal settlements (Slums, informal settlements etc.)

2. List of data/layers/information required from revenue department / Zonal officer

- Kahtedar name
- Khasra no.
- Khata no.
- area
- agricultural/NA
- subdivision / amalgamations
- source of information

3. Superimposition of revenue data over topographic data

- The survey consultant will have to superimpose the revenue record over topographic data and reconcile the two sets of data, verify on -ground and get it certified by the concerned authority along with the area statement.

For survey work by DGPS

General Conditions

1.The survey work shall include Total Station Machine Survey (DGPS), Revenue Map, MDP-2025 and relevant ZDP, MDP-2011 and Schemes approved on or adjacent to the site, boundary walls, built-up, other structures & features on or adjacent to the site and any other layer as required by JDA.

2.The Absolute accuracy of the survey shall be less then 10 cm.

3. Work shall be done by Total Station Machine and relevant GIS Software such ArcGIS/QGIS/Arc Info software or other relevant GIS Software and AutoCAD Software as per the requirement of JDA.

4. Survey work submitted should be GEO Referenced with time and date stamp of the agency.

5. Survey shall include equally detailed survey of minimum of 100m radius of surrounding area for every work order area, as per the requirement of JDA. No additional payment shall be made for this surrounding area survey.

6. Agency have to submit the SHP, KML/KMZ, DWG and Tiff format files with soft copy of survey in three sets as per JDA requirement.

7. Agency have to submit minimum three colored hard copy with time and date stamp of the agency of survey work in a proper scale as per requirement of JDA.
8. Complete Survey shall be uploaded on server by the Agency as per the requirement of JDA.
9. No extra payment shall be made for ground verification or checking of survey work at site by the Engineer-incharge.
10. Payment shall be made after physical verification of work.

**Signature of Bidder
with full address :**



**Executive Engineer (Survey & Record)
JDA, Jaipur**

SCHEDULE 'H'

SPECIAL TERMS & CONDITIONS

1. The contractor shall follow the Contractor Labour Regulation and Abolition Act 1970 & Rule 1971.*
2. The JDA shall have right to conduct an audit/technical examination of the work of the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 6 or any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor. *
3. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3-para 36)/ RTPPA Act and subsequent modification thereafter.
4. 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.
5. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Wherever any claim against the contractor for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the Performance Security of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time their contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
7. The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
8. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
9. All transaction in this execution of this work and this tender will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
10. If any tender withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rate, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering he will stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Performance Security and other action as mentioned under works agreement
11. The contractor shall arrange his own machinery required for the work.
12. The contractor shall arrange his own storage, yard of sufficient capacity for storing wherever supplied by the department.
13. No additional document can be submitted by the contractor after submission of his bid except as provided in order no. 169 dated 21.11.2014 or any amendment thereafter.
14. Rules regarding enlistment of contractor provide that work up to the prescribed limit for which they are qualified for tendering can be allotted to them. Therefore, before tendering the contractor will keep this in mind, and submit the details of the work accordingly. Tenders with incomplete or incorrect information are liable to be rejected.

- 6)
15. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instruction, issued by the Engineer-In-charge in writing failing which, such material shall be removed by the Engineer-In-charge at risk and the contractor after expiry of 3 days period.
 16. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
 17. None of the permanent works shall be carried out during night or Sunday or any authorized holiday without permission in writing of the Engineer-In-charge.
 18. The Contractor shall be fully responsible to follow safety code as per IS 3764:1992 (upto date). The work should be executed without damaging existing water pipe line, LT/HT electric under ground cable, poles, existing surface drain, water connection, Telephone cables etc. In case of any damages the penalty/liability imposed for such work shall be borne by the contractor and shall be got repaired immediately by arranging material/labor/assistance etc. In case of delay JDA reserve right to execute/get executed the work at the cost and risk of the contractor.
 19. The contractor/firm or company will display necessary signboard & lights from safety point on view during nights at site of work on his own cost as directed by the authorized Engineer-In-charge.
 20. The surplus earth & damaged material will be immediately removed from the site of work & dumped as per instruction of Engineer-In-charge.
 21. The onus of safety and security of men and material at work including the road user shall be completely of the contractor only.
 22. The rate provided in tender documents is inclusive of all Taxes & royalty but excluding service tax which shall be paid as per applicable Law.
 23. The tenderers are required to furnish the following documents along with the tender
 - i. Duly executed power of attorney in original along with two certified copies in the name of the tender's authorized representative to act on behalf of the tendered and the power to agree to refer dispute to arbitration.
 - ii. Sales Tax & Income-Tax clearance certificate.
 - iii. Construction programmed of work in the form of bar charts.
 - iv. Financial resourced with particulars.
 - v. Constitution, capital, registration, place of business of the tendered.
 - vi. Particulars of registration with central of State Government Organization if any.
 - vii. Details of work of similar type and magnitude already carried out by the tender.
 - viii. Details of work Tendered for and as on the date of issue of tender.
 - ix. Details of plant machinery available with the tender for this work.
 - x. Details of plant machinery proposed to be used on the work: but not immediately available.
 - xi. Details of qualified technical personnel proposed to employed on the work.
 - xii. A declaration to the effect that the tenderer is engineering construction firm or any associate of such firms which has successfully carried out large works of this nature and have adequate organization and experienced personals to handle the present work.
 - xiii. Copies of certificates if any.
 24. Undersigned has full right to reject any or all bids without given any reasons.
 25. JDA has full right to reject any or all tenders without given any reasons.
 26. The contractor, whose tender is accepted, will be required, at the time of execution of agreement to furnish performance Guarantee for 5% of the tendered amount, as security, for the due fulfillment of his contract, However, a contractor registered in class "C" or "D" may apply in prescribed form (RPWA 114), if he desires so, for deducting the amount of performance Guarantee from first Running Account Bill, as laid down in clause I of condition of contract.
 27. 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 etc."
 28. The tenderer are required to submit copy of their enlistment as contractor in required category with respect cost of work.
 29. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.

30. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
31. All the provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and rules 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 shall be applicable.
32. All fees/ payment shall be payable in the name of secretary JDA, Jaipur.
33. **Additional Performance Security. -**
- (1) An additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.
- Explanation: For the purpose of this rule-**
- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty-five percent of Estimated Bid Value Minus Bid Amount Quoted by the bidder.
- (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."
34. Annexure "B" be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule -2013 along with bid document should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.
35. The firm should submit self-attested declaration certificate that the firm and their directors and officers have not been convicted by any criminal offence related to their professional conduct or in making false statement or misrepresentations as to their qualification to enter into a procurement contract within a period of 03 years preceding the commencement of procurement process or not have been otherwise disqualified pursuant to debarment proceedings.

Signature of Bidder
with full address & Mobile No.


Executive Engineer (Survey & Record)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Other Conditions

1. निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा Online नहीं जमा कराई जावे, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नहीं की जावेगी।
2. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
3. 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।
4. जविप्रा के आदेश क्रमांक 172 दिनांक 12.07.2017 के अनुसार GST लागू होगी।

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



**Executive Engineer (Survey & Record)
JDA, Jaipur.**

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest.-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- (i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:
 - (a) Have controlling partners/shareholders in common; or
 - (b) Receive or have received any direct or indirect subsidy from any of them; or
 - (c) Have the same legal representative for purposes of the bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or influence the decisions of the procuring Entity regarding the bidding process; or
 - (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same 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 thereunder, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

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

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

(4) Appeals not to lie in certain cases:-

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement
- (b) Provisions limiting participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of confidentiality

(5) Form of Appeals:-

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or 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.

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial Bids on the following basis:

- (i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

2. Procuring Entity's Right to Vary quantities.

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provide in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one bidder at the time of award (In case of procurement of Goods):-

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

FORM No. 1
[see rule 83]

Memorandum of Appeal under the Rajasthan
Transparency in Public procurement Act, 2012

Appeal No..... of Before the
..... (First/Second Appellate authority)

- 1- Particulars of appellant :
 - (i) Name of the appellant :
 - (ii) Official address, if any:
 - (iii) Residential address:
- 2- Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
- 3- Number and date of the order appealed against and name and designation of the office/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
- 4- If the Appellant propose to be represented by a representative the name and postal address of the representative:
- 5- Number of affidavits and documents enclosed with the appeal:
- 6- Grounds of appeal:
(Supported by an affidavit)
- 7- Prayer :

Place :

Date :

Appellant's Signature

Specified Bank Guarantee Performa

Section - 6

Form of (Bank Guarantee) -En cashable at branch of the bank in Jaipur City.

To Secretary,
Jaipur Development Authority,
Jaipur

Sub: Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of _____ [Name of the Bidder] against the EMD/Security Deposit/Additional Performance Guarantee for the work of (..... Name Of Work).....

.....WHEREA S. _____ [name of Bidder with address] (hereinafter called "the Bidder") has submitted his Bid dated for the work of (.....Name Of Work).....

(hereinafter called "the Bid"). KNOW ALL PEOPLE by these presents that we _____ (Name of Bank) of having our registered office at _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto Secretary, Jaipur Development Authority.(Hereinafter called "the Employer") in the sum of Rupees _____ [Amount of Security in figures] _____ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

That on demand of JDA , this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.:
6. Fax No.:

SEALED with the Common Seal of the said Bank this ____ day of ____ of 20__.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No ICIC0006754. Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature,

Name and Address]

[Note: To be furnished on appropriate non-judicial stamps