

जयपुर विकास प्राधिकरण, जयपुर

(कमरा न० CCC-TF 308, नागरिक सेवा केन्द्र भवन)
इन्दिरा सर्किल, जेएलएन मार्ग, जयपुर-302004

क्रमांक : जविप्रा/अधि.अभि. (उद्यान- I)/2022/डी- 1924

दिनांक : 20-12-2022


निविदा सूचना

क्रमांक : जविप्रा/अधि.अभि. (उद्यान- I)/12/2022-23

जयपुर विकास प्राधिकरण द्वारा **Operation and maintenance of various fountain in Ramniwas Bagh, JDA, Jaipur** जिसकी अनुमानित लागत रूपये 7.20 लाख के लिये ऑनलाईन बिड्स दिनांक 27.12.2022 को सांय 6.00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि 27.12.2022 को सांय 6.00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in पर देखा जा सकता है। निविदा में भाग लेने वालों को निम्न शर्तों की पूर्ति करनी होगी।

UBN No.:-

1. निविदा दाता जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शुल्क, आर. आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करनी होगी एवं अमानत राशि ऑनलाईन या बैंक गारन्टी के माध्यम से जमा करवायी जा सकती है।
2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदा दाताओं का राजस्थान सरकार के ई-प्राक्यूमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।


अधिशायी अभियंता (उद्यान- I)
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. CCC-TF-308, CCC Building, Ram Kishore Vyas Bhavan, Indra Circle, JawaharLal Nehru Marg, Jaipur - 302004
Telephone: +91-141-2569696 e.mail: hemendrasharma.jda@rajasthan.gov.in

No.: JDA/EE(Garden-I)/2022/D- 1924

Dated: 20.12.2022


NOTICE INVITING BID

NIB NO : JDA/EE (Garden-I)/12/2022-23

Online Bid are invited up-to 6.00 PM of 27.12.2022 for “**Operation and maintenance of various fountain in Ramniwas Bagh, JDA, Jaipur**” estimated cost of **Rs 7.20 Lacs**. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM of 27.12.2022 Details may be seen in the Bidding Document at our office or the state Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in
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 this Bid and pay the Bidding Document Fee, RISL Processing Fee Deposit online only and The Bid Security may be deposited through online or Bank Guarantee.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.


Executive Engineer (Garden-I),
JDA, Jaipur

Detail NIB for uploading on SPP Portal, e-Procurement, JDA Portal & as part of NIB Document

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC-TF-308, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004

Telephone: +91-141-2569696 e.mail: hemendrasharma.jda@rajasthan.gov.in

NOTICE INVITING BID

NIB No. : EE-Garden-I/ 12/2022-23

Detailed NIB	
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name : Executive Engineer (Garden-I), Jaipur Development Authority, Address: Room No. CCC-TF-308, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan) ➤ Email:- : hemendrasharma.jda@rajasthan.gov.in
Subject Matter of Procurement	<ul style="list-style-type: none"> ➤ Operation and maintenance of various fountain in Ramniwas Bagh, JDA, Jaipur ➤ Job No.: 254/2022-23
Bid Procedure	Single Stage tender open competitive (Financial Bid) eBid procedure at http://eproc.rajastha.gov.in
Eligibility criteria	<ol style="list-style-type: none"> 1. Bidder must have two year experience in operating and maintaining the fountains or similar nature of work (Copy of supporting documents should be enclosed). 2. The bidder should have valid A/B class electrical license issued from competent authority (Copy of supporting documents should be enclosed). <p>(If bidder shall not fulfill eligibility criteria then bid shall not be accepted)</p>
Bid evaluation Criteria (Selection Method)	<ul style="list-style-type: none"> ➤ L1 (eg. Least Cost based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<ul style="list-style-type: none"> ➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment	<ul style="list-style-type: none"> ➤ Website : www.jda.urban.rajasthan.gov.in ➤ Website: www.jaipurjda.org For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee Deposit online only and The Bid Security may be deposited through online or Bank Guarantee. ➤ Bidding Document fee : Rs 500/- (Rupees Five Hundred only) ➤ RISL Processing Fee : Rs 500/- (Rupees Five Hundred only) ➤ Requisite Bid Security Deposit :
Estimated Procurement Cost	<ul style="list-style-type: none"> ➤ INR 720000.00 Lacs (Seven Lacs twenty thousand only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR) : 2 % (Rs 14400.00/-) of Estimated Procurement Cost, 0.5% (Rs 3600.00/-). ➤ (* 2% for bidder Who is A and AA Class contractor registered in other Govt. Department / 0.5 % for Bidder registered as contractor in AA, A, B, C & D in JDA.).
Date/Time/Place of Pre-Bid	<ul style="list-style-type: none"> ➤ NA
Applying Bid and making Online Payment on JDA Portal (www.Jda.urban.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date : 21.12.2022 from 11.00 AM onwards ➤ End date : 27.12.2022 up to 6.00 PM ➤ In case EMD in from BG Original Bank Guarantee is to be submitted in Room No 215N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur by 28.12.2022 to 02.01.2023 up to 5.00 PM
Bid submission on E-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date : 21.12.2022 from 11.00 AM onwards ➤ End date : 27.12.2022 up to 6.00 PM
Date/Time? Place of Technical Bid Opening	<ul style="list-style-type: none"> ➤ NA
Date/Time/Place of Bid Opening	<ul style="list-style-type: none"> ➤ 03.01.2023 at 01.00 PM ➤ Room No. CCC-TF-308 IIIrd floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Bid Validity	<ul style="list-style-type: none"> ➤ 120 days from the bid submission deadline

Time period	➤ 24 Months
<p>* 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:</p> <p>*The amount is to be deposited online by bidder online or through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.</p> <p>The bidder will also have choice of submitting bid security deposit (BSD) through Bank Guarantee (BG) also. In case the bidder opt to submit bid security through BG, the bidder will provide details of BG viz. Bank guarantee No, issuing date, expiring date etc. on online tendering system of JDA. However the tender fees and processing charges of RISL continue to be paid through online mode only i.e. Payment Gateway or RTGS/NEFT.</p> <p>A copy of bank guarantee will be required to be attached with the bid submission document uploaded on e-procurement portal of GoR.</p> <p>The original Bank Guarantee will be physically handed over only after schedule date and time of closing for submission of bid on e-procurement portal of GoR to Nodal Officer of online tendering system of JDA (Presently in Room No. MB-SF-225A of Main Building). After verification, original BG will be sent to respective procuring entity which will be refunded/ returned by procuring entity as per rules.</p> <ul style="list-style-type: none"> • ** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date. 	
<p>Note :-</p> <ol style="list-style-type: none"> 1. Bidder (authorized Signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. 2. In case, any of the bidders fails to pay tender Fee, BSD, and RISL Processing Fee, Online (Subject to Confirmation) its Bid shall not be accepted. 3. To participate in online bidding process, bidders must procure a digital signature Certificate (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, Ncode etc. Bidders who already have a valid Digital signature Certificate (DSC) need not procure a new DSC. Also bidders must register on http://eproc.rajasthan.gov.in (Bidders already registered on http://eproc.rajasthan.gov.in before 30.09.2011 must register again). 4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11 th hour issues like slow speed: chocking of web site due to heavy load or any other unforeseen problems. 5. Bidders are also advised to refer "Bidders Manual Kit" available at eproc website for further details about the e-tendering process. 6. Training for the bidders on the usage of e-tendering system (procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-procurement Cell, DoIT & C for booking the training slot. Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in. Address: E-Procurement Cell, JDA Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur. 7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids. 8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 9. Procurement entity disclaims any factual/ or other errors in the bidding documents (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10. The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail. 	


Executive Engineer (Garden-I)
 JDA, Jaipur.

Process for Participation & Depositing Payment Online

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

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

To participate in the bid, bidder has to be:

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

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

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

Methods for depositing on line amount

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

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

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

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

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

Option-3: Payment Gateway (Aggregator)

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

C. Bid Participation Receipt

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

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

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

While participation in the bid, a receipt will be generated through the system showing the submission details as per Bid Participation Receipt (Sample Enclosed). The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

Jaipur Development Authority, Jaipur. Bid Participation Receipt	
	Date & Time:-
Bid Detail	
Bid ID:	Procurement Entity:-
Bid Title:	
Bid Value:	Bid Opening Place:
Bidder Detail	
Name of Entity:	Mobile No.:
Registration Type:	Instrument Amount:
Payment Mode:	Payment Channel:
Instrument No.:	Instrument Date:

Dates Detail		
Sr. No.	Event Name	Event Date
1	Publishing Date	
2	Bid Opening Date	

Specific Instrument for eProc Rajasthan			
Instrument Type			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail: Jaipur Development Authority		Challan Number:	

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jda.urban.rajasthan.gov.in.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of work: Operation and maintenance of various fountain in Ramniwas Bagh, JDA, Jaipur

SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :

The tenderer should see the site and fully understand the condition of the site before tending & should include all leads, lifts etc. for the material in his item rate for the items as given in the Schedule-G. Then work shall be carried out in accordance with the B.I.S./ IRC/ MORT&H/ IS/ Rajasthan PWD/ JDA detailed specification and to the entire satisfaction of Engineer-in-charge of the work.

SCHEDULE – 'B' : Eligibility criteria: Attached separately.

SCHEDULE – 'C' : LIST OF THE DRAWING TO BE SUPPLIED BY THE DEPARTMENT:

The drawings may be seen in the office of under signed.

SCHEDULE – 'D' : LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:

List of the drawing to be supplied by the contractor is Nil.

SCHEDULE – 'E' : TEST OF THE MATERIALS :

The test of the material and working and workmanship shall be conducted by the Engineer-in-charge of work and quality control cell as per norms. The result of such tests should confirm to the standard laid down in the Indian Standard, the detailed specification of the B.I.S./ IRC/MORT&H/IS/ Public Works Department, Rajasthan. Proper quality control is required to be maintained by the Contractor. Qualified personnel as required under the contractor enlistment's rules shall have to be engaged at site by the Contractor. In case of failure, the department reserves the right to engage such staff and to recover wages from the Contractor. The contractor shall provide facility of each test at site. The expenses shall be recovered from the contractor in case of his failure to do so.

SCHEDULE – 'F' : TIME OF COMPLETION :

The work should start within 10 days of issue of work order and complete within the prescribed time period. In case of failure, the contractor shall be liable for action under the conditions of agreement and special conditions of the tender.

SCHEDULE – 'G' : BILL OF QUANTITIES : Attached separately.

SCHEDULE - 'H' : SPECIAL CONDITIONS : Attached separately.

SCHEDULE - 'I' : OTHER SPECIAL CONDITIONS : Attached separately.

SCHEDULE – 'J' : LIST OF THE MATERIAL TO BE SUPPLIED BY THE DEPTT :

No material will be supplied by the JDA. Contractor has to arrange all the materials at his own cost.


SCHEDULE – 'K' : COST OF BID DOCUMENTS, PROCESSING FEES & BID SECURITY:

As per details given in Annexure -2

SCHEDULE – 'L' : SAMPLES OF THE MATERIALS :

The samples of the material to be used by the contractor shall be deposited 15 days in advance with the Engineer In-charge and should be got approved by him before use

Signature of the Bidder
With full address


Executive Engineer (Garden-I)
JDA, Jaipur

SCHEDULE – ‘B’


Eligibility Criteria

Bidder should fulfill the following eligibility criteria :-

1. Bidder must have two year experience in operating and maintaining the fountains or similar nature of work (Copy of supporting documents should be enclosed).
2. The bidder should have valid A/B class electrical license issued from competent authority (Copy of supporting documents should be enclosed).

The bidder who will not fulfil the above eligibility criteria then bid shall not be accepted.

**Signature of the Bidder
With full address**


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

SPECIAL CONDITIONS

SCHEDULE 'H'

1. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level/cost.
2. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
3. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule1971.
4. The JDA shall have right to cause an audit technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
5. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Wherever any claim against the contractor for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor, In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
7. The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
8. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
9. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in this execution of this work and this tender will be liable to GST.
11. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended period or makes modifications in the rate, terms and conditions of the tended within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance

guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering he will stand debarred from participating in tendering in JDA for six months in addition to forfeiture of Earnest Money / Security Deposit / Performance Guarantee and other action under agreement

12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tarboiler, sprayer etc.
13. The contractor shall arrange his own storage tanks upto 10 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of contractor provide that work up to the times limit for which they are qualified for tendering can be allotted to them, Therefore, before tendering the contractor will keep this in mind, and submit the details of the work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site have to be removed by the contractor within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes and royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act.
24. Special Conditions of Contract regarding Defect Liability Period (DLP) for roads works costing Rs. 25.00 lacs and more shall be applicable.
25. The tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.

28. Bid security shall be 0.50% of value of bid (only registered bidder in JDA) and shall remain valid 120 days beyond the original or extended validity period of the bid.
29. Performance security shall be 3 % of the amount of work order performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the bidder including warranty obligation and maintenance and object liability period.
30. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 shall be applicable.

31. **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."

32. 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.

SIGNATURE OF CONTRACTOR
With full address & Mobile No.


Executive Engineer (Garden-I)
JDA, Jaipur

OTHER SPECIAL TERMS & CONDITIONS OF CONTRACT


SCHEDULE - 'I'

1. Initially the maintenance period will be for 2 years which may be extended with mutual consent.
2. The contractor shall ensure all safety precautions during execution of work without fail. In want of this, if any casualty occurs, contractor will be responsible.
3. "JDA at work" Boards shall be installed by the contractor at his own cost during execution of work as directed by Engineer-In -charge.
4. Any equipment for the fountain & Fountain lights not confirming to specification collected at site shall have to be removed by the contractor with in 24 hours of the written instruction given by Engineer –In-Charge failing which such equipment shall be removed by the Engineer-In-Charge at risk & cost of contractor after expiry of 24 hrs.
5. The agency should ensure safe and sound installation of the fountain and Fountain lights.
6. The agency should take care not to cause any damage to the existing structure in the park. If any damage occurs he has to repair at his own cost.
7. The paid Annual operation and maintenance contract (Paid AOMC) period will be for two (02) years. The annual maintenance & operation charges will be inclusive of all taxes.
8. The replacement of the damage part will be in accordance to the specification mentioned in bid document.
9. JDA will be free to terminate/ end the paid annual maintenance contract without assigning any reason at any time with one-month notice and no compensation will be payable on this account. In case the paid AOMC is terminated before schedule time, Security Deposit will be released after the end of paid AMC after adjusting the dues if any.
10. Rate quoted by the contractor should include all taxes, excise duty, carriage, installation charges etc. in his rates for installation and paid AOMC.

11. The Electrical panel shall be protected against dust and jets of water having rating IP 55 and should have been tested and certification give by a Government on India Test Laboratory
12. The Fountain Luminaries shall be underwater rating IP 68 and should have been tested and certification given by a Government of India Test Laboratory
13. The bidder should be registered under applicable category in Govt.

Special condition will be also a part of contract agreement.

Signature of the Contractor


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

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

- (i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:
 - (a) Have controlling partners/shareholders in common; or
 - (b) Receive or have received any direct or indirect subsidy from any of them; or
 - (c) Have the same legal representative for purposes of the bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
 - (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or
 - (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or

- (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice inviting Bids No.....Dated.....I/wehereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that :

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date :

Place :

Signature of bidder

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is JDC, JDA, Jaipur

The designation and address of the Second Appellate Authority is E.C. JDA, Jaipur

(1) Filing an appeal:-

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

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

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

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

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

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

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

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

(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned.

(7) Procedure for disposal of Appeal:-

- (a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing
- (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

Annexure D :Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

FORM No. 1
[see rule 83]

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

Appeal No.....ofBefore
the.....(First/Second Appellate authority)

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

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

- 3- Number and date of the order appealed
against and name and designation of the
office/authority who passed the order
(enclose copy), or a statement of a decision,
action or omission of the procuring Entity
in contravention to the provisions of the Act
by which the appellant is aggrieved:

- 4- If the Appellant propose to be represented by
a representative the name and postal address
of the representative:

- 5- Number of affidavits and documents enclosed
with the appeal:

- 6- Grounds of appeal :
(Supported by an affidavit)

- 7- Prayer :

Place :

Date :

Appellant's Signature

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.]

Jaipur Development Authority, Jaipur

G-Schedule

Name of Work : Operation and maintenance of various fountain in Ramniwas Bagh, JDA, Jaipur

S.No.	Items	Unit	QTY	Rate	Amount
1	Operation and Maintenance of Fountains at Ramniwas Bagh. General cleaning, operation and maintenance of all existing fountains and its include following items: A. General cleaning of floor of fountain body. The cleaning includes brooming and washing of all elements B. Operation and Maintenance of water supply system by regulation of source. Maintenance of supply inlet and other related fittings such as hydrants, tabs, valves etc. C. Operation and maintenance of fountain, pump, fountain lights, electric panel box, Motor, fountain fittings and other relevant fittings, cleaning and maintenance of water body ,water tank and around of water body and fountains nozzles etc. all work related to fountain (Civil/ Electrical work) . Maintenance for 1 month.	Per month	24.000	30000.00	720000.00
	Total Amount in Rs.				720000.00


Executive Engineer (Garden-I)
JDA, Jaipur

o/c 

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

2. I/We do hereby agree to do above work @ _____ above/below (In Words) Schedule "G" Amount.

Signature of Contractor with full Address and Mobile No.