

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Envelope -II

FINANCIAL BID **(POTENTIAL ASSESSMENT)**

FOR

“Operation & Maintenance of Electric Mini Train in Nehru Baloudhyan.”

Period Date of Sale **From 08.06.2024 at 11.00 AM onwards.**

Date of receipt of the Bid **18.06.2024 up to 06.00 PM.**

Date of opening of Technical bid **On 24.06.2024 at 01.00 PM**
(In the Chamber of EE-Garden-I,
JDA, Jaipur)
(CCC-FF-121, JDA Jaipur)

Cost of Bidding document **Rs. 500.00**
RISL Processing Fee **Rs, 500.00**
Earnest Money **(for Contractor not enlisted in JDA)**
Rs. 60000.00
(for Contractor enlisted in JDA)
Rs 15000.00

Completion Period **Five Years**

NAME OF AGENCY -----

EXECUTIVE ENGINEER GARDEN-I
JDA, JAIPUR

Detailed NIB	
Name & Address of the Procuring Entity	➤ Name : Executive Engineer (Garden-I), Jaipur Development Authority, Address: Room No. 26A, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan) ➤ Email:- : hanuman.sahay.meena4@rajasthan.gov.in
Subject Matter of Procurement	“Operation & Maintenance of Electric Mini Train in Nehru Baloudhyan.” ➤ Job No.:
Bid Procedure	➤ Two Stage tender (eg. Two part (Envelope) open competitive) eBid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment	➤ Website : www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid security deposit online only. ➤ Bidding Document fee: Rs 500/-(Rupees Five Hundred only) ➤ RISL Processing Fee: Rs 500/-(Rupees Five Hundred only) ➤ Requisite Bid Security Deposit :
Estimated Procurement Cost	➤ INR 3000000.00 Lacs (Thirty Lacs only)
Bid Security Deposit	➤ Amount (INR) : 2 % (Rs 60000/-) of Estimated Procurement Cost, 0.5% (Rs 15000/-) of S.S.I. of Rajasthan, 1 % for Sick Industries, Other than S.S.I., Whose cases are pending with Board of Industrial & Financial Reconstruction. ➤ (* 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.) ➤ Micro small medium enterprise situated in Rajasthan tender fee 50% EMD value 0.5% ➤ In case of Department's of the State Government and undertakings Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Date/Time/Place of Pre-Bid	➤ NA
Applying Bid and making Online Payment on JDA Portal (www.Jda.urban.rajasthan.gov.in)	➤ Start Date : 08.06.2024 from 11.00 AM onwards ➤ End date : 18.06.2024 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 19.06.2024 to 21.06.2024 up to 5.00 PM
Bid submission on E-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date : 08.06.2024 from 11.00 AM onwards ➤ End date : 18.06.2024 up to 6.00 PM ➤
Date/Time? Place of Technical Bid Opening	➤ Start Date : 08.06.2024 from 11.00 AM onwards ➤ End date : 18.06.2024 up to 6.00 PM ➤ Room No Room No. CCC-FF-121, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)

Date/Time/Place of Bid Opening	➤ 24.06.2024 at 01.00 PM ➤ Room No. CCC-FF-121, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time period	➤ 5 Years
*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. 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. A copy of bank guarantee will be required to be attached with the bid submission document uploaded on e-procurement portal of GoR. 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. ** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date.	
Note: - Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. - In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted. - To participate in online bidding process, Bidders must procure a Digital Signature Certificate (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, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). - JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. - Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process. - Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoI T&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur - The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. - No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. - Procurement entity disclaims any factual/ or other errors in the bidding 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. - 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 RTPPA Act 2012 and Rules thereto, the later shall prevail.	

Executive Engineer (Garden-I)
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
Jawahar Lal Nehru Mart Jaipur-302015

Jaipur Development Authority has installed an electric mini train at Nehru Baloudhyan, Tonk Road, Jaipur which have already opened to public. IDA wishes to give annual contract for operation and maintenance of mini train for 5 years at Nehru Baloudhyan, Jaipur to experienced individual, firm or company, including system satisfactorily in all respect. replacement of damaged parts to ensure running the

Terms & Conditions

A. Eligibility criteria:

1. The bidder can be individual, firm or company having annual turnover of 50.00 lacs in any of last three financial years (bidder has to submit relevant documentary proof of CA certificate)
2. The bidder must have minimum 5 years' experience in operating and maintaining the electric mini train/toy train on a track of 500 mtr. or more the bidder should have to Produce the certificate from the competent authority for the successful operating and maintaining the electric mini train/toy train.
3. Bidder firm/company should be registered with Registrar or Registering authority concerned for entertainment activities. (bidder has to submit relevant document of Registration with technical bid)
4. A security of Rs. 3.00 Lacs shall have to be deposited with bid in form of demand draft payable to Secretary, JDA. The security shall be returned to unsuccessful bidders on finalization of the bid.

B. Important dates:

1	Downloading date of bid document	
2	Date of uploading/receipt of bid document	
3	Date of submission of BG of Bid Cost, Bid processing fees & Bid Security.	

Executive Engineer (Garden-I)
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

“Operation & Maintenance of Electric Mini Train in Nehru Baloudhyan.”

1. NIT No. : 01/2024-25
2. Approximate cost : Rs. 30.00 Lacs
3. Cost of the Bid Document online : Rs. 500.00 (Online only)
Rs. 500.00 (Online only)
4. Earnest Money online : (Rs. 60000/- (For Contractor not enlisted in JDA)/unregistered firm/individual proprietor
(Rs. 15000/- (For Contractor enlisted in JDA)
5. Download of tender document : 08.06.2024 to 18.06.2024 up to 6.00 PM
6. Date & Time of opening of Technical Bid : **24.06.2024** at 01.00 PM In the chamber of EE-Garden , JDA Jaipur, CCC-FF-121, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004
7. Completion period of work : 5 Years

SCHEDULE ‘A’ : INFORMATION USEFUL FOR THE CONTRACTORS :

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

SCHEDULE – ‘B’ : LIST OF THE DRAWING TO BE SUPPLIED BY THE DEPARTMENT:

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

SCHEDULE – ‘C’ : LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:

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

SCHEDULE – ‘D’ : TEST OF THE MATERIALS :

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

SCHEDULE – ‘E’ : SAMPLES OF THE MATERIALS :

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

SCHEDULE – ‘F’ : TIME OF COMPLETION :

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

SCHEDULE – ‘G’ : BILL OF QUANTITIES : Attached separately.

SCHEDULE - ‘H’ : SPECIAL CONDITON: Attached separately.

SCHEDULE – I: SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) FOR WORKS COSTING RS. 25.00 LACS AND MORE

SCHEDULE – ‘J’ : TERMS & CONDITIONS: ATTACHED SEPARATELY.

SCHEDULE – ‘K’ : OTHER SPECIAL CONDITON: Attached separately.

**Signature of the Bidder
With full address**

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

SPECIAL CONDITIONS

SCHEDULE 'H'

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 provisions of the builder labour regulation and abolition Act, 1970 & Rule, 1971.
03. The JDA shall have the right to cause an audit for technical examination of the work and the final bills of the bidder including all supporting vouchers, abstracts etc. to be made within two years after payment of the final bills and if as a result of such audit, any amount is found to have been overpaid / 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 the 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 bidder 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 underpayment shall be paid by the JDA to the bidder.
4. Wherever any claim against the bidder 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 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 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 bidder 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.
5. The rate quoted by the bidder shall remain valid for a period of 120 days from the date of opening of the bids.
6. By submission of the Bid the bidder agrees to abide by all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
7. No conditions are to be added by the bidder and the conditional Bid is liable to be rejected.
8. If any bidder withdraws his Bid prior to the expiry of said validity period given at S. No. 5 or mutually extended prior or makes modifications in the rate, terms and conditions of the Bid within the said period which are not acceptable to the authority or fails to commence the work in the specified period, fails to execute the agreement the authority shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of bid security given in any form absolutely. If any bidder, who has 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 will stand debarred for six months from participating of Bidding in JDA in addition to forfeiture of bid security/ Performance Security and other action under agreement
9. Any material not conforming to the specifications collected at the site have to be removed by the bidder 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 cost of the bidder after the expiry of 3 days period.
10. The material collected at the site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed fully on the work.
11. The rates provided in the Bidding documents are inclusive of all Taxes and royalties otherwise specified.
12. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule, Source/ borrow pit area for the earth shall have to be arranged by the Bidder at his own cost.
13. Undersigned has full right to reject any or all Bids without giving any reasons.
14. As per the 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."
15. Special Conditions of the Contract regarding the Defect Liability Period (DLP) for works costing Rs. 25.00 lacs and more shall be applicable (Annexure-I).
16. The Bidder is required to submit a copy of their enlistment as a contractor.
17. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
18. The bidder will have to install display boards at the site of work as directed by Engineer in charge.

19. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 and amendments issued from time to time by the Finance Department, GOR shall be applicable. If there are 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 prevail.
20. In case the rate received in the bid is below than BSR rate, additional Performance security shall be deposited by the bidder as per Rule 75 (A) of RTPP Rules.
21. The Annexure “B” (RTPP Act/Rules) is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking for any clarification.
22. Contractors enlisted in JDA, should be get reviewed periodically. The registered bidder who has not been reviewed within a period of 5 years 3 months, shall not be allowed to participate in the bid. Contractors enlisted in other departments shall be as per the provision of PWF&AR

Signature of Bidder
with full address & Mobile No.

Executive Engineer GARDEN-I
JDA, Jaipur

**SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) FOR
WORKS COSTING RS. 25.00 LACS AND MORE**

A. Table-1

S.No.	Type of work	DLP Period
1.	Bridge Work	5 Years
2.	CD Work	5 Years
3.	CC Road. PQC Work	5 Years
4.	CC tiles/Krebs/medians	5 Years
5.	Drains	3 Years
6.	Roads	
	(i) Two-layer WBM/GSB	6 months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT up to 30 mm thickness	1 Years
	(b) BT above 30 mm to up to 40 mm	2 Years
	(c) BT above 40 mm to up to 90 mm	3 Years
	(d) BT above 90 mm thickness	5 Years
	(iii) New Roads	
	(a) BT up to 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7.	Compound wall	3 Years
8.	Building Work	
	(i) Work pertaining to Sanitary work electrical works, Joinery works and painting work.	2 Years
	(ii) Work pertaining to the Building structure and other civil works	5 Years
9.	Electric work except for maintenance	3 years
10.	Sewer/Water supply including STP and water supply-related work except for maintenance works.	3 Years

1. ROAD-WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per the above table. Road works executed by the Contracting agency shall be maintained by them at their own cost for completion (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of the Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during the Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, widening, strengthening, up-gradation and renewal works
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
 - (i) Routine maintenance of Road Works,
 - (ii) To remove the defect as & when appear in part and the entire structure of Road Works, in the specified time and keeping the Road Surface with good riding quality and
 - (iii) Damages due to improper drainage/drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at the completion of the construction work and ends after complete (DLP).
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in the manual for the maintenance of roads of MoRTH and shall be carried out accordingly.
- 1.7 The routine maintenance activities and their periodicity.

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling potholes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desalting of drains. (If constructed by the same Road agency or not)	As and when required.
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting once in every one and a half years.

6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting once in everyone & a half year. Ordinary Paint Maintenance as and when required. Repainting thrice in every year.
7	Damages beyond the control of the agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by the agency on the same rates of the contract agreement till DLP.

2. General

2.1 Inspection of works during the Defect Liability Period

2.1.1 The contracting agency shall undertake a joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of an 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 particular attention to those road sections, which are likely to be damaged during the rainy season.

2.1.2 One register has to be maintained by every AEN for recording the inspection details of works in his jurisdiction under defect liability period.

2.2 Conditions Regarding Performance Security

2.2.1 Security for DLP-

The contracting agency shall have to furnish Performance Security in the form of Bank Guarantee valid from the actual date of completion, which shall be assigned by the Engineer-in-charge.

2.2.2 The release of PS amount shall be as per following table 2 :-

S.No.	Released PS	DLP Period	1 Year	2 Years	3 Years	5 Years
1.	After 1 year		100%	40%	20%	10%
2.	After 2 year			60%	20%	10%
3.	After 3 year				60%	10%
4.	After 4 year					20%
5.	After 5 year					50%

The Performance Security will be released as per the above table after a satisfactory performance certificate issued by Engineer-In-Charge:-

2.2.3 Forfeiture of Performance Security

In case the contracting agency fails to rectify the defects within the stipulated period notified to him by the Engineer-in-charge concerned under the contract agreement, the Engineer-in-charge shall serve a final notice for 5 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in the rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

1.2.4 Force Majeure

The defect that arises due to earthquakes, cyclones, and natural calamities shall not be the responsibility of contracting agency.

2.2.5 Various conditions for managing DLP are as under :-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC/tiles/ drains etc. (as per different categories in Table-I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT-1/2/3/5 years, Drain-3 years etc.
- (ii) If any work, amount is less than Rs. 25 lacs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual item.
 - (iii) Similarly, if any work is more than Rs. 25 lacs but after finalization amount of work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is later.
- (iv) During DLP period if contractor fails to repair any work even after the issue of 7 days written notice, the same work shall be got executed by the 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 his defaults twice in a single agreement or in two different works.
- (v) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
 - (vi) Special and regular inspection shall also be carried out as per order no. JDA/XEN & 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.
- (vii) In case JDA feels to take up work on any existing DLP road due to any reason, the following procedure should be adopted:

- (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and the contractor shall be asked to complete the same. After completion of assessed repairs, DLP period shall be released after deduction amt. as per following table-III.

Table-3

% Recovery on withdrawal of DLP of work order DLP period	1 Year	2 Year	3 Year	4 Year	5 Year
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9	7.88	6.45	4.62	2.47

Note:- Calculation is to be done on a quarterly basis.

- (b) In case the 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 the total retained amount of PS same shall be recovered from other works and as per PDR rules. The amount as per Table 3 is also to be deducted in addition to this amount.

(viii)Based upon the type of work, DLP conditions for works to be carried out during the DLP period with their frequency of the respective type of work shall be prepared by respective SE's after approval of these periods.

3. In case patch repairs/civil maintenance works costing more than Rs. 25.00Lakhs, defect liability period will as per clause 37(C) of Contract Agreement.

Executive Engineer (Garden-I)
JDA, Jaipur

SCHEDULE- 'J'

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR **TERMS & CONDITIONS**

For the work "Operation & maintenance of Electric Mini Train in Nehru Baloudhyan".

A. Inventory

JDA has developed inventory at the venue in the form of building, mini train & track, electric equipments, electric lights etc. the bidder shall have to maintain the complete inventory up to the required level till handing over to JDA on termination of contract. List of inventory to be maintained should be signed jointly before handing over.

B. O & M period

1. The operation & maintenance of Electric Mini Train shall be for a period of 5 years.

C. Time of Operation

1. Time of operation will be from 9:30 AM to 7:00 PM in winter (1st Nov. to 31st March)
2. Time of operation will be from 9:30 AM to 8:00 PM in summer (1st April to 31st Oct.)
3. The bidder shall have to follow all rules/regulation of the Administration regarding operation of such venues issued from time to time. All such orders of District Administration shall be binding on the bidder.

D. Lease payment

1. Amount of approved monthly lease rent will be deposited by 5th of every month as advance lease rent in JDA account and its receipt will be presented to Executive Engineer. If lease rent is not deposited in time 18% interest will be payable. If the bidder does not deposit the lease rent even after the notice is served then JDA can terminate the contract and take legal action for recovery of balance lease rent. If any violation of the terms and condition of tender is done by the bidder than bid security will be forfeited and the contract will be terminated.

E. Responsibilities of bidder

1. Safety of men/ material will be responsibilities of the contractor up to completion of work at site in all respect.
2. The agency should ensure safe and sound O & M of the electric mini train/ toy train.
3. The contractor shall be responsible for any mishappening caused due to the defect in equipments during the use of the mini train/ toy train during the annual maintenance period.
4. 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.
5. Tenderer should have minimum 2 technicians (with address and Mobile No) to do the after sales service. He has to repair/replace any part/item damaged within 24 hours for minor damages and within seven days time for major damages from the date of occurrence of damage noticed. In case of failure, JDA will be free to carry out the repair/ replacement of any part damaged and double the amount of actual expenditure incurred plus proportionate operation & maintenance charges for the period in which JDA carries out the work, will be deducted. The payment of annual operation & maintenance will be made after the deduction of recovery and decision of JDA will be final in this regard.
6. Tenderer must have adequate experience in operating and maintaining the electric mini train/toy train.

7. Rate quoted by the contractor should include all taxes, excise duty, carriage, installation charges etc. in his rates.
8. Normally the payment of the work will be made only after the successful O&M of the electric mini train/toy train.

F. Maintenance

1. Annual operation and maintenance of the system (complete electric train, track & operating system) for 5 years including replacing any or all damage parts & running satisfactorily in all respect.

G. JDA Rights and intervention

1. JDA authorized officer/employee can inspect the mini train at Nehru Baloudhyan at any time.

H. Termination

JDA will be free to terminate/ end the paid annual operation & 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 AOMC after adjusting the dues if any.

I. Security Deposit

1. Bid Security of Rs. 3.00 Lacs in favour of Secretary, JDA, Jaipur will be deposited in form of Demand Draft /Banker Cheque /Pay Order or Bank Guarantee payable at Jaipur.
2. Successful bidder will have to deposit Rs. 5.00 Lacs in favour of Secretary, JDA, Jaipur in form of Demand Draft /Banker Cheque /Pay Order/Bank Guarantee in JDA. The bid security already deposited with tender shall be part of this amount, hence he shall deposit additional Rs. 2.00 Lacs in favour of Secretary, JDA, Jaipur. This amount will be refunded after 60 days of successful completion of lease period on producing written application by bidder. If any violation found in any condition of contract or any damage is made to property the cost of damage will be deducted from the deposited bid security.

J. Disputes

1. If there is any dispute regarding any condition of contract than the decision of JDC, JDA, Jaipur will be final and binding to all.
2. JDA has the authority to accept / reject the tender at any stage without quoting any reason.

K. Agreement

The agency has to sign an agreement on non judicial stamp paper of the value of stamp will be as per stamp duty act.

L. 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.

Executive Engineer (Garden-I)
JDA, Jaipur

Signature of Bidder
With full name, address & phone.

SCHEDULE- 'K'

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
OTHER SPECIAL CONDITIONS

1. JDA shall provide Electricity for operating the Train and surrounding area, in booking window, etc at it's own cost.
2. Electric train shall be operated by driver or pilot on board while train is moving.
3. The contractor shall provide ticket collector, booking clerk and other staff and helpers at it's own COME
4. The contractor shall also appoint sufficient security guards round the clock towards security of the Train and for maintaining law and order and discipline. The contractor will be responsible for any misshaping in accident.
5. The rate of ticket will be Rs. 20/- each for the passenger upto 4'6" height and Rs. 40-dach for the adults with height more than 4'6" for one trip. Rates of tickets may be increased or decreased by prior approval of JDA.
6. If the contractor fails to run the train due to any reason then a penalty @ Rs. 1000/- per day will be imposed on the agency.
7. Time of operation will be from 9:30 AM to 7:00 PM in evening (1st Nov. to 31st March) Time of operation will be from 9:30 AM to 8:00 PM in evening (1st April to 31st Oct.)
8. The entertainment tax or any other taxes if applicable in contract period will be paid by the contractor
9. Any clause of the agreement may be modified, altered or any new clause may be added during the above tenure of the agreement with mutual consent.
- 10 Executive Engineer (Garden-1) JDA or his representative may check the train at any time during the operation of the train.

Special conditions will also be a part of contract agreement.

Executive Engineer (Garden-I)
JDA, Jaipur

Signature of Bidder
With full name, address & phone.

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

(i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Executive Committee JDA, Jaipur.

The designation and address of the Second Appellate Authority is Additional Chief Secretary, UDH, 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) Appeal 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 Appeal

- (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) 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.....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
Secreta
ry,
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.]

जयपुर विकास प्राधिकरण, जयपुर

(कमरा न0 121, प्रथम तल, नागरिक सेवा केन्द्र)

इन्दिरा सर्किल, जेएलएन मार्ग, जयपुर-302004

क्रमांक : जविप्रा/अधि.अभि. (उद्यान- I)/ 2024 / डी-296

दिनांक : 07.06.2024

निविदा सूचना

क्रमांक : जविप्रा/अधि.अभि. (उद्यान- I)/01/2024-25

जयपुर विकास प्राधिकरण द्वारा “**Operation & Maintenance of Electric Mini Train in Nehru Baloudhyan.**” जिसकी अनुमानित लागत रुपये **30.00** लाख के लिये ऑनलाईन बिड्स दिनांक 18.06.2024 को सांय 6.00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि 18.06.2024 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 जासकता 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, अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदा दाताओं का राजस्थान सरकार के ई-प्राक्क्यूमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशायी अभियंता (उद्यान- I)
जविप्रा, जयपुर।

For Publication in News Paper

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. CCC-FF-121, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004
(Rajasthan) Telephone: +91-141-2569696 e.mail: hanuman.sahay.meena4@rajasthan.gov.in
No.: JDA/EE(Garden-I)/2024/D-296 Dated: 07.06.2024

NOTICE INVITING BID

NIB NO : JDA/EE (Garden-I)/01/2024-25

Online Bid are invited up-to 6.00 PM of 18.06.2024 for **“Operation & Maintenance of Electric Mini Train in Nehru Baloudhyan.”** estimated cost of **Rs 30.00 Lacs.** The last date for applying bid and making online payment on JDA portal is up to 6.00 PM of 18.06.2024 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 the Bid and pay the Bidding 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.

**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-FF-121, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004
(Rajasthan) Telephone: +91-141-2569696 e.mail: hanuman.sahay.meena4@rajasthan.gov.in

NOTICE INVITING BID

NIB No. : JDA/EE-Garden-I/ 01/2024-25

Detailed NIB	
Name & Address of the Procuring Entity	➤ Name : Executive Engineer (Garden-I), Jaipur Development Authority, Address: Room No. CCC-FF-121, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan) ➤ Email:- : hanuman.sahay.meena4@rajasthan.gov.in
Subject Matter of Procurement	“Operation & Maintenance of Electric Mini Train in Nehru Baloudhyan.”
Bid Procedure	➤ Two Stage tender (eg. Two part (Envelope) open competitive) eBid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment	➤ Website : www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid security deposit online only. ➤ Bidding Document fee: Rs 500/-(Rupees Five Hundred only) ➤ RISL Processing Fee : Rs 500/-(Rupees Five Hundred only) ➤ Requisite Bid Security Deposit :
Estimated Procurement Cost	➤ INR 3000000.00 Lacs (Thirty Lacs only)
Bid Security Deposit	➤ Amount (INR) : 2 % (Rs 60000/-) of Estimated Procurement Cost, 0.5% (Rs 15000/-) of S.S.I. of Rajasthan, 1 % for Sick Industries, Other than S.S.I., Whose cases are pending with Board of Industrial & Financial Reconstruction. ➤ (* 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.) ➤ Micro small medium enterprise situated in Rajasthan tender fee 50% EMD value 0.5% ➤ In case of Department's of the State Government and undertakings Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.

Date/Time/Place of Pre-Bid	➤ NA
Applying Bid and making Online Payment on JDA Portal (www.Jda.urban.rajasthan.gov.in)	➤ Start Date : 08.06.2024 from 11.00 AM onwards ➤ End date : 18.06.2024 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 19.06.2024 to 21.06.2024 up to 5.00 PM
Bid submission on E-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date : 08.06.2024 from 11.00 AM onwards ➤ End date : 18.06.2024 up to 6.00 PM
Date/Time? Place of Technical Bid Opening	➤ Start Date : 08.06.2024 from 11.00 AM onwards ➤ End date : 18.06.2024 up to 6.00 PM ➤ Room No Room No. CCC-FF-121, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Date/Time/Place of Bid Opening	➤ 24.06.2024 at 01.00 PM ➤ Room No. CCC-FF-121, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time period	➤ 5 Years

*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.

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.

A copy of bank guarantee will be required to be attached with the bid submission document uploaded on e-procurement portal of GoR.

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.

** There should be a gap of 3 working days **BETWEEN** End Date for Bid Applying, Online Payment & Bid Submission **AND** Bid opening date.

Note:

1. Bidder (authorised 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, Safecrypt, 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 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 eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoI T&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 (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).
Registered on JDA website www.jda.urban.rajasthan.gov.in for participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee and RISL Processing Fee online on website www.jda.urban.rajasthan.gov.in only. Bid Security Deposit may be deposited online or through bank guarantee in the manner prescribed in bid document.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

- Online through Internet Banking, Debit Card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS / NEFT / Transfer in Bank Account Number **675401700586** IFSC Code **ICIC0006754** of ICICI BANK Limited, JDA Campus Jaipur.

In case of RTGS / NEFT / Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR / Reference number from the bank. This number requires to be updated while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per **Annexure-4**. 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.

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 under [eServices](#)>>JDA Tender

Template of Online Receipt as part of NIB Document

Bidder has to submitted as proof of deposited amount against the Bid on eProcurement Portal

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:	

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Envelope 1

TECHNICAL BID **(POTENTIAL ASSESSMENT)**

FOR

“Operation & Maintenance of Electric Mini Train in Nehru Baloudhyan.”

Period Date of Sale **From 08.06.2024 at 11.00 AM**
onwards.

Date of receipt of the Bid **18.06.2024 up to 06.00 PM.**

Date of opening of Technical bid **On 24.06.2024 at 01.00 PM**
(In the Chamber of EE-Garden-I,
JDA, Jaipur)
(CCC-FF-121, JDA Jaipur)

Cost of Bidding document **Rs. 500.00**
RISL Processing Fee **Rs, 500.00**
Earnest Money **(for Contractor not enlisted in**
JDA)
Rs. 60000.00
(for Contractor enlisted in JDA)
Rs 15000.00

Completion Period **Five Years**

NAME OF AGENCY -----

EXECUTIVE ENGINEER GARDEN-I
JDA, JAIPUR

Detailed NIB	
Name & Address of the Procuring Entity	➤ Name : Executive Engineer (Garden-I), Jaipur Development Authority, Address: Room No. 26A, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan) ➤ Email:- : hanuman.sahay.meena4@rajasthan.gov.in
Subject Matter of Procurement	“Operation & Maintenance of Electric Mini Train in Nehru Baloudhyan.” ➤ Job No.:
Bid Procedure	➤ Two Stage tender (eg. Two part (Envelope) open competitive) eBid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment	➤ Website : www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid security deposit online only. ➤ Bidding Document fee: Rs 500/-(Rupees Five Hundred only) ➤ RISL Processing Fee: Rs 500/-(Rupees Five Hundred only) - Requisite Bid Security Deposit :
Estimated Procurement Cost	➤ INR 3000000.00 Lacs (Thirty Lacs only)
Bid Security Deposit	➤ Amount (INR) : 2 % (Rs 60000/-) of Estimated Procurement Cost, 0.5% (Rs 15000/-) of S.S.I. of Rajasthan, 1 % for Sick Industries, Other than S.S.I., Whose cases are pending with Board of Industrial & Financial Reconstruction. ➤ (* 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.) ➤ Micro small medium enterprise situated in Rajasthan tender fee 50% EMD value 0.5% ➤ In case of Department's of the State Government and undertakings Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Date/Time/Place of Pre-Bid	➤ NA
Applying Bid and making Online Payment on JDA Portal (www.Jda.urban.rajasthan.gov.in)	➤ Start Date : 08.06.2024 from 11.00 AM onwards ➤ End date : 18.06.2024 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 19.06.2024 to 21.06.2024 up to 5.00 PM
Bid submission on E-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date : 08.06.2024 from 11.00 AM onwards ➤ End date : 18.06.2024 up to 6.00 PM ➤
Date/Time? Place of Technical Bid Opening	➤ Start Date : 08.06.2024 from 11.00 AM onwards ➤ End date : 18.06.2024 up to 6.00 PM ➤ Room No Room No. CCC-FF-121, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (

	Rajasthan)
Date/Time/Place of Bid Opening	➤ 24.06.2024 at 01.00 PM ➤ Room No. CCC-FF-121, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time period	➤ 5 Years
*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. 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. A copy of bank guarantee will be required to be attached with the bid submission document uploaded on e-procurement portal of GoR. 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. ** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date.	
Note: - Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. - In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted. - To participate in online bidding process, Bidders must procure a Digital Signature Certificate (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, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in(bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). - JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. - Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process. - Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoI T&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur - The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. - No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. - Procurement entity disclaims any factual/ or other errors in the bidding 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. - 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 RTPPA Act 2012 and Rules thereto, the later shall prevail.	

Executive Engineer (Garden-I)
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
Jawahar Lal Nehru Mart Jaipur-302015

Jaipur Development Authority has installed an electric mini train at Nehru Baloudhyan, Tonk Road, Jaipur which have already opened to public. IDA wishes to give annual contract for operation and maintenance of mini train for 5 years at Nehru Baloudhyan, Jaipur to experienced individual, firm or company, including system satisfactorily in all respect. replacement of damaged parts to ensure running the

Terms & Conditions

A. Eligibility criteria:

1. The bidder can be individual, firm or company having annual turnover of 50.00 lacs in any of last three financial years (bidder has to submit relevant documentary proof of CA certificate)
2. The bidder must have minimum 5 years' experience in operating and maintaining the electric mini train/toy train on a track of 500 mtr. or more the bidder should have to Produce the certificate from the competent authority for the successful operating and maintaining the electric mini train/toy train.
3. Bidder firm/company should be registered with Registrar or Registering authority concerned for entertainment activities. (bidder has to submit relevant document of Registration with technical bid)
4. A security of Rs. 3.00 Lacs shall have to be deposited with bid in form of demand draft payable to Secretary, JDA. The security shall be returned to unsuccessful bidders on finalization of the bid.

B. Important dates:

1	Downloading date of bid document	
2	Date of uploading/receipt of bid document	
3	Date of submission of BG of Bid Cost, Bid processing fees & Bid Security.	

Executive Engineer (Garden-I)
JDA, Jaipur.

TECHNICAL BID FOR

1. Name of Firm

.....

.....

.....

**proprietorship or partnership or
registered company**

signing the bid

outside Jaipur city

1. The bidder can be individual, firm or company having annual turnover of 50.00 lacs in any of last three financial years (bidder has to submit relevant documentary proof)	Yes/No
--	----------------------

2. The bidder must have minimum 5 years' experience in operating and maintaining the electric mini train/toy train on a track of 500 mtr. or more the bidder should have to Produce the certificate from the competent authority for the successful operating and maintaining the electric mini train/toy train.	Yes/No
3. Bidder firm/company should be registered with Registrar or Registering authority concerned for entertainment activities. (bidder has to submit relevant document of Registration)	Yes/No
4. A security of Rs. 3.00 Lacs shall have to be deposited with bid in form of demand draft payable to Secretary, JDA. The security shall be returned to unsuccessful bidders on finalization of the bid.	Yes/No

Above mentioned information is true and base on facts. In case during lease period any discrepancy is observed in information provided by us and the contract is terminated on account of the above discrepancy then we will have no objection.

**Signature of the Bidder
With full name, address &
Phone**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

“Operation & Maintenance of Electric Mini Train in Nehru Baloudhyan.”

1. NIT No. : 01/2024-25
2. Approximate cost : Rs. 30.00 Lacs
3. Cost of the Bid Document online : Rs. 500.00 (Online only)
Rs. 500.00 (Online only)
4. Earnest Money online : (Rs. 60000/- (For Contractor not enlisted in JDA)/unregistered firm/individual proprietor
(Rs. 15000/- (For Contractor enlisted in JDA)
5. Download of tender document : 08.06.2024 to 18.06.2024 up to 6.00 PM
6. Date & Time of opening of Technical Bid : **24.06.2024** at 01.00 PM In the chamber of EE-Garden , JDA Jaipur, CCC-FF-121, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004
7. Completion period of work : 5 Years

SCHEDULE ‘A’ : INFORMATION USEFUL FOR THE CONTRACTORS :

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

SCHEDULE – ‘B’ : LIST OF THE DRAWING TO BE SUPPLIED BY THE DEPARTMENT:

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

SCHEDULE – ‘C’ : LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:

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

SCHEDULE – ‘D’ : TEST OF THE MATERIALS :

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

SCHEDULE – ‘E’ : SAMPLES OF THE MATERIALS :

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

SCHEDULE – ‘F’ : TIME OF COMPLETION :

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

SCHEDULE – ‘G’ : BILL OF QUANTITIES : Attached separately.

SCHEDULE - ‘H’ : SPECIAL CONDITON: Attached separately.

SCHEDULE – I: SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) FOR WORKS COSTING RS. 25.00 LACS AND MORE

SCHEDULE – ‘J’ : TERMS & CONDITIONS: ATTACHED SEPARATELY.

SCHEDULE – ‘K’ : OTHER SPECIAL CONDITON: Attached separately.

**Signature of the Bidder
With full address**

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

SPECIAL CONDITIONS

SCHEDULE 'H'

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 provisions of the builder labour regulation and abolition Act, 1970 & Rule, 1971.
03. The JDA shall have the right to cause an audit for technical examination of the work and the final bills of the bidder including all supporting vouchers, abstracts etc. to be made within two years after payment of the final bills and if as a result of such audit, any amount is found to have been overpaid / 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 the 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 bidder 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 underpayment shall be paid by the JDA to the bidder.
4. Wherever any claim against the bidder 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 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 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 bidder 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.
5. The rate quoted by the bidder shall remain valid for a period of 120 days from the date of opening of the bids.
6. By submission of the Bid the bidder agrees to abide by all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
7. No conditions are to be added by the bidder and the conditional Bid is liable to be rejected.
8. If any bidder withdraws his Bid prior to the expiry of said validity period given at S. No. 5 or mutually extended prior or makes modifications in the rate, terms and conditions of the Bid within the said period which are not acceptable to the authority or fails to commence the work in the specified period, fails to execute the agreement the authority shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of bid security given in any form absolutely. If any bidder, who has 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 will stand debarred for six months from participating of Bidding in JDA in addition to forfeiture of bid security/ Performance Security and other action under agreement
9. Any material not conforming to the specifications collected at the site have to be removed by the bidder 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 cost of the bidder after the expiry of 3 days period.
10. The material collected at the site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed fully on the work.
11. The rates provided in the Bidding documents are inclusive of all Taxes and royalties otherwise specified.
12. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule, Source/ borrow pit area for the earth shall have to be arranged by the Bidder at his own cost.
13. Undersigned has full right to reject any or all Bids without giving any reasons.
14. As per the 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."
15. Special Conditions of the Contract regarding the Defect Liability Period (DLP) for works costing Rs. 25.00 lacs and more shall be applicable (Annexure-I).
16. The Bidder is required to submit a copy of their enlistment as a contractor.
17. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
18. The bidder will have to install display boards at the site of work as directed by Engineer in charge.

19. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 and amendments issued from time to time by the Finance Department, GOR shall be applicable. If there are 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 prevail.
20. In case the rate received in the bid is below than BSR rate, additional Performance security shall be deposited by the bidder as per Rule 75 (A) of RTPP Rules.
21. The Annexure “B” (RTPP Act/Rules) is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking for any clarification.
22. Contractors enlisted in JDA, should be get reviewed periodically. The registered bidder who has not been reviewed within a period of 5 years 3 months, shall not be allowed to participate in the bid. Contractors enlisted in other departments shall be as per the provision of PWF&AR

Signature of Bidder
with full address & Mobile No.

Executive Engineer GARDEN-I
JDA, Jaipur

**SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) FOR
WORKS COSTING RS. 25.00 LACS AND MORE**

A. Table-1

S.No.	Type of work	DLP Period
1.	Bridge Work	5 Years
2.	CD Work	5 Years
3.	CC Road. PQC Work	5 Years
4.	CC tiles/Krebs/medians	5 Years
5.	Drains	3 Years
6.	Roads	
	(i) Two-layer WBM/GSB	6 months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT up to 30 mm thickness	1 Years
	(b) BT above 30 mm to up to 40 mm	2 Years
	(c) BT above 40 mm to up to 90 mm	3 Years
	(d) BT above 90 mm thickness	5 Years
	(iii) New Roads	
	(a) BT up to 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7.	Compound wall	3 Years
8.	Building Work	
	(i) Work pertaining to Sanitary work electrical works, Joinery works and painting work.	2 Years
	(ii) Work pertaining to the Building structure and other civil works	5 Years
9.	Electric work except for maintenance	3 years
10.	Sewer/Water supply including STP and water supply-related work except for maintenance works.	3 Years

1. ROAD-WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per the above table. Road works executed by the Contracting agency shall be maintained by them at their own cost for completion (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of the Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during the Defect Liability Period.
- 1.3 The word “Road Works” means all new Road Works construction, widening, strengthening, up-gradation and renewal works
- 1.4 The word “Maintenance of Road Works during Defect Liability Period” means
 - (i) Routine maintenance of Road Works,
 - (ii) To remove the defect as & when appear in part and the entire structure of Road Works, in the specified time and keeping the Road Surface with good riding quality and
 - (iii) Damages due to improper drainage/drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at the completion of the construction work and ends after complete (DLP).
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in the manual for the maintenance of roads of MoRTH and shall be carried out accordingly.
- 1.7 The routine maintenance activities and their periodicity.

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling potholes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desalting of drains. (If constructed by the same Road agency or not)	As and when required.

5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting once in every one and a half years.
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting once in everyone & a half year. Ordinary Paint Maintenance as and when required. Repainting thrice in every year.
7	Damages beyond the control of the agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by the agency on the same rates of the contract agreement till DLP.

2. General

2.1 Inspection of works during the Defect Liability Period

2.1.1 The contracting agency shall undertake a joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of an 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 particular attention to those road sections, which are likely to be damaged during the rainy season.

2.1.2 One register has to be maintained by every AEN for recording the inspection details of works in his jurisdiction under defect liability period.

2.2 Conditions Regarding Performance Security

2.2.1 Security for DLP-

The contracting agency shall have to furnish Performance Security in the form of Bank Guarantee valid from the actual date of completion, which shall be assigned by the Engineer-in-charge.

2.2.2 The release of PS amount shall be as per following table 2 :-

S.No.	Released PS DLP Period	1 Year	2 Years	3 Years	5 Years
1.	After 1 year	100%	40%	20%	10%
2.	After 2 year		60%	20%	10%
3.	After 3 year			60%	10%
4.	After 4 year				20%
5.	After 5 year				50%

The Performance Security will be released as per the above table after a satisfactory performance certificate issued by Engineer-In-Charge:-

2.2.3 Forfeiture of Performance Security

In case the contracting agency fails to rectify the defects within the stipulated period notified to him by the Engineer-in-charge concerned under the contract agreement, the Engineer-in-charge shall serve a final notice for 5 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in the rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

1.2.4 Force Majeure

The defect that arises due to earthquakes, cyclones, and natural calamities shall not be the responsibility of contracting agency.

2.2.5 Various conditions for managing DLP are as under :-

- At the time of completion of work, final component shall be worked out for each individual item like BT/CC/tiles/ drains etc. (as per different categories in Table-I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT-1/2/3/5 years, Drain-3 years etc.
- If any work, amount is less than Rs. 25 lacs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual item.
- Similarly, if any work is more than Rs. 25 lacs but after finalization amount of work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is later.
- During DLP period if contractor fails to repair any work even after the issue of 7 days written notice, the same work shall be got executed by the 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 his defaults twice in a single agreement or in two different works.
- Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- Special and regular inspection shall also be carried out as per order no. JDA/XEN & 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.

(vii) In case JDA feels to take up work on any existing DLP road due to any reason, the following procedure should be adopted:

- (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and the contractor shall be asked to complete the same. After completion of assessed repairs, DLP period shall be released after deduction amt. as per following table-III.

Table-3

% Recovery on withdrawal of DLP of work order	1 Year	2 Year	3 Year	4 Year	5 Year
DLP period					
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9	7.88	6.45	4.62	2.47

Note:- Calculation is to be done on a quarterly basis.

- (b) In case the 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 the total retained amount of PS same shall be recovered from other works and as per PDR rules. The amount as per Table 3 is also to be deducted in addition to this amount.

(viii) Based upon the type of work, DLP conditions for works to be carried out during the DLP period with their frequency of the respective type of work shall be prepared by respective SE's after approval of these periods.

3. In case patch repairs/civil maintenance works costing more than Rs. 25.00 Lakhs, defect liability period will as per clause 37(C) of Contract Agreement.

Executive Engineer (Garden-I)
JDA, Jaipur

SCHEDULE- 'J'

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR **TERMS & CONDITIONS**

For the work "Operation & maintenance of Electric Mini Train in Nehru Baloudhyan".

A. Inventory

JDA has developed inventory at the venue in the form of building, mini train & track, electric equipments, electric lights etc. the bidder shall have to maintain the complete inventory up to the required level till handing over to JDA on termination of contract. List of inventory to be maintained should be signed jointly before handing over.

B. O & M period

1. The operation & maintenance of Electric Mini Train shall be for a period of 5 years.

C. Time of Operation

1. Time of operation will be from 9:30 AM to 7:00 PM in winter (1st Nov. to 31st March)
2. Time of operation will be from 9:30 AM to 8:00 PM in summer (1st April to 31st Oct.)
3. The bidder shall have to follow all rules/regulation of the Administration regarding operation of such venues issued from time to time. All such orders of District Administration shall be binding on the bidder.

D. Lease payment

1. Amount of approved monthly lease rent will be deposited by 5th of every month as advance lease rent in JDA account and its receipt will be presented to Executive Engineer. If lease rent is not deposited in time 18% interest will be payable. If the bidder does not deposit the lease rent even after the notice is served then JDA can terminate the contract and take legal action for recovery of balance lease rent. If any violation of the terms and condition of tender is done by the bidder than bid security will be forfeited and the contract will be terminated.

E. Responsibilities of bidder

1. Safety of men/ material will be responsibilities of the contractor up to completion of work at site in all respect.
2. The agency should ensure safe and sound O & M of the electric mini train/ toy train.
3. The contractor shall be responsible for any mishappening caused due to the defect in equipments during the use of the mini train/ toy train during the annual maintenance period.
4. 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.
5. Tenderer should have minimum 2 technicians (with address and Mobile No) to do the after sales service. He has to repair/replace any part/item damaged within 24 hours for minor damages and within seven days time for major damages from the date of occurrence of damage noticed. In case of failure, JDA will be free to carry out the repair/ replacement of any part damaged and double the amount of actual expenditure incurred plus proportionate operation & maintenance charges for the period in which JDA carries out the work, will be deducted. The payment of annual operation & maintenance will be made after the deduction of recovery and decision of JDA will be final in this regard.

6. Tenderer must have adequate experience in operating and maintaining the electric mini train/toy train.
7. Rate quoted by the contractor should include all taxes, excise duty, carriage, installation charges etc. in his rates.
8. Normally the payment of the work will be made only after the successful O&M of the electric mini train/toy train.

F. Maintenance

1. Annual operation and maintenance of the system (complete electric train, track & operating system) for 5 years including replacing any or all damage parts & running satisfactorily in all respect.

G. JDA Rights and intervention

1. JDA authorized officer/employee can inspect the mini train at Nehru Baloudhyan at any time.

H. Termination

JDA will be free to terminate/ end the paid annual operation & 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 AOMC after adjusting the dues if any.

I. Security Deposit

1. Bid Security of Rs. 3.00 Lacs in favour of Secretary, JDA, Jaipur will be deposited in form of Demand Draft /Banker Cheque /Pay Order or Bank Guarantee payable at Jaipur.
2. Successful bidder will have to deposit Rs. 5.00 Lacs in favour of Secretary, JDA, Jaipur in form of Demand Draft /Banker Cheque /Pay Order/Bank Guarantee in JDA The bid security already deposited with tender shall be part of this amount, hence he shall deposit additional Rs. 2.00 Lacs in favour of Secretary, JDA, Jaipur. This amount will be refunded after 60 days of successful completion of lease period on producing written application by bidder. If any violation found in any condition of contract or any damage is made to property the cost of damage will be deducted from the deposited bid security.

J. Disputes

1. If there is any dispute regarding any condition of contract than the decision of JDC, JDA, Jaipur will be final and binding to all.
2. JDA has the authority to accept / reject the tender at any stage without quoting any reason.

K. Agreement

The agency has to sign an agreement on non judicial stamp paper of the value of stamp will be as per stamp duty act.

L. 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.

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

**Signature of Bidder
With full name, address & phone.**

SCHEDULE- 'K'

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
OTHER SPECIAL CONDITIONS

1. JDA shall provide Electricity for operating the Train and surrounding area, in booking window, etc at it's own cost.
2. Electric train shall be operated by driver or pilot on board while train is moving.
3. The contractor shall provide ticket collector, booking clerk and other staff and helpers at it's own COME
4. The contractor shall also appoint sufficient security guards round the clock towards security of the Train and for maintaining law and order and discipline. The contractor will be responsible for any misshaping in accident.
5. The rate of ticket will be Rs. 20/- each for the passenger upto 4'6" height and Rs. 40-dach for the adults with height more than 4'6" for one trip. Rates of tickets may be increased or decreased by prior approval of JDA.
6. If the contractor fails to run the train due to any reason then a penalty @ Rs. 1000/- per day will be imposed on the agency.
7. Time of operation will be from 9:30 AM to 7:00 PM in evening (1st Nov. to 31st March) Time of operation will be from 9:30 AM to 8:00 PM in evening (1st April to 31st Oct.)
8. The entertainment tax or any other taxes if applicable in contract period will be paid by the contractor
9. Any clause of the agreement may be modified, altered or any new clause may be added during the above tenure of the agreement with mutual consent.
- 10 Executive Engineer (Garden-1) JDA or his representative may check the train at any time during the operation of the train.

Special conditions will also be a part of contract agreement.

Executive Engineer (Garden-I)
JDA, Jaipur

Signature of Bidder
With full name, address & phone.

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

(i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Executive Committee JDA, Jaipur.

The designation and address of the Second Appellate Authority is Additional Chief Secretary, UDH, 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) Appeal 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 Appeal

- (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) 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 and 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
Secreta
ry,
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.]