

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC-TF-314, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004
Telephone: +91-141-2569696 e.mail: ee.garden2@jaipurjda.org

NOTICE INVITING BID (SHORT TERM)

NIB No. : EE-Garden-II/04/2016-17

Name & Address of the Procuring Entity	➤ Name: Executive Engineer-Garden-II, Jaipur Development Authority ➤ Address: Room No. CCC-TF-314, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan) ➤ Email:- ee.garden2@jaipurjda.org
Subject Matter of Procurement	➤ Development & improvement of parks in zone-16 & 17 PRN area, JDA, Jaipur (ARC).
Period of work	➤ 12 Months
Bid Procedure	➤ Single stage open competitive bid (Financial Bid) through eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Estimated Procurement Cost	➤ INR Rs. 19947000.00 (Rupees One Crore Ninety nine lacs Forty Seven Thousand only)
Website for online Bid application and payment *	➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee online only. Bid Security Deposit, may be deposited online or through bank guarantee method in prescribed format. ○ Bidding document fee: Rs. 1000/- (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only)
Bid Security Deposit	➤ Amount (INR): 2% (Rs. 3,98,940.00/-) of Estimated Procurement Cost (For A & AA class contractor registered in other department) ➤ Amount (INR): 0.5% (Rs. 99,735/-) of Estimated Procurement Cost for Contractor registered in JDA & 1% for sick industries other than S.S.I. of Rajasthan whose cases are pending with Board of Industrial & Financial Reconstruction (BIFR). ➤ In case bidder opts to submit bid security through bank guarantee, the bank guarantee should valid up to 120 days from the date of opening of the bid.
Publishing Date on SPP Portal	➤ Start Date: 24/08/2016 at 4:00 PM onwards
Document Sale/Download/Bid Participation Amount Deposit Start Date on JDA Portal	➤ Start Date: 24/08/2016 at 4:30 PM onwards
Bid Submission Start Date on e Proc Portal of GOR	➤ Start Date: 24/08/2016 at 4:30 PM onwards
Document Sale/Download/Bid Participation Amount Deposit End Date on JDA Portal	➤ End Date: 07/09/2016 at 6.00 PM
Bid Submission End Date on e Proc Portal of GOR	➤ End Date: 07/09/2016 at 6.00 PM
Physical Bank Guarantee (BG) Submission Start Date (In case bidder opts BG for Bid Security)	➤ Start Date: 08/09/2016 at 10:00 AM ➤ Place of physical BG submission: Nodal officer, Room No. MB-SF-225A of Main Building, JDA, Jaipur.

Physical Bank Guarantee (BG) Submission Closing Date	➤ Closing Date: 09/09/2016 upto 6:00 PM
**Bid Opening Date on e Proc Portal of GOR	➤ 13.09.2016 at 11.30 AM ➤ Room No. CCC-TF-314, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline.
*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, DoI T&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 RTPPA Act 2012 and Rules thereto, the later shall prevail.	


Executive Engineer (Garden-II)

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.jaipurjda.org.

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

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

Jaipur Development Authority, Jaipur.	
Bid Participation Receipt	
Bid Detail	Date & Time:-
Bid ID:	Procurement Entity:-
Bid Title:	
Bid Value:	
Bidder Detail	Bid Opening Place:
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

SCHEDULE AND SPECIFICATIONS

Name of work: Development & improvement of parks in zone-16 & 17 PRN area, JDA, Jaipur (ARC).

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 7 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' : LIST OF THE MATERIAL TO BE SUPPLIED BY THE DEPTT :

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

SCHEDULE - 'J' : COST OF BID DOCUMENTS, PROCESSING FEES & BID SECURITY:

As per details given in Annexure -2

SCHEDULE - 'K' : SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) : Attached separately

Signature of the Bidder
With full address


Executive Engineer (Garden-II)
JDA, Jaipur

SPECIAL CONDITIONS

SCHEDULE 'H'

1. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level/cost.
2. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
3. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
4. The JDA shall have right to cause an audit technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid / excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
5. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Wherever any claim against the contractor for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor, In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
7. The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
8. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
9. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in this execution of this work and this tender will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
11. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended period or makes modifications in the rate, terms and conditions of the tended within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering he will stand debarred from participating in tendering in JDA for six months in addition to forfeiture of Earnest Money / Security Deposit / Performance Guarantee and other action under agreement

12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tarboiler, sprayer etc.
13. The contractor shall arrange his own storage tanks upto 10 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of contractor provide that work up to the times limit for which they are qualified for tendering can be allotted to them, Therefore, before tendering the contractor will keep this in mind, and submit the details of the work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site have to be removed by the contractor within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes and royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act.
24. Special Conditions of Contract regarding Defect Liability Period (DLP) for roads works costing Rs. 25.00 lacs and more shall be applicable.
25. The tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
28. Bid security shall be 0.50% of value of bid (only registered bidder in JDA) and shall remain valid 120 days beyond the original or obtunded validity period of the bid.
29. Performance security shall be 10 % of the amount of work order performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the bidder including warranty obligation and maintenance and object liability period.
30. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 shall be applicable.

SIGNATURE OF CONTRACTOR
With full address & Mobile No.


Executive Engineer (Garden-II)
JDA, Jaipur

**SPECIAL CONDITIONS OF CONTRACT REGARDING
DEFECT LIABILITY PERIOD (DLP)**

As per the decision taken in the 201st meeting of Executive Committee held on 23.02.2016 w.r.t. agenda no. 201:22, DLP period of various natures of works amounting more than Rs. 25 lakhs has been revised as per following time periods based on nature of works.

This order will supersede the earlier orders issued in this regard i.e. order No. JDA/TA to D(E)/2010-11/D-317 dated 28.04.2011 including Special Condition No. 2.2.2 & 2.2.3 of Annexure-I related to SD refund & forfeiture (other Special Condition of annexure-I of this order will remain valid) and order No. JDA/Ex.En.(Pr.-5 & TA)/2013/D-43 dated 27.02.2013 and also all pertaining orders, in contract agreements or in PWF&AR having DLP period different than what is being enforced through this present order for concerned type of work.

Table-I

S.No.	Type of work	Existing DLP Period	As per approved in E.C. held on 23.02.2016
1.	Bridge Work	3 years	5 Years
2.	CD Work	3 years	5 Years
3.	CC Road. PQC Work	3 years	5 Years
4.	CC tiles/Kerbs/medians	3 years	5 Years
5.	Drains	6 Months	3 Years
6.	Roads		
	(i) Two layer WBM/GSB	3 years	6 months or one full rainy season which ever is later
	(ii) For Renewal/Strengthening		
	(a) BT upto 30 mm thickness	3 years	1 Years
	(b) BT above 30 mm to upto 40 mm	3 years	2 Years
	(c) BT above 40 mm to upto 90 mm	3 years	3 Years
	(d) BT above 90 mm thickness	3 years	5 Years
	(iii) New Roads		
	(a) BT upto 90 mm	3 years	3 Years
	(b) BT more than 90 mm	3 years	5 Years
7.	Compound wall	6 Months	3 Years
8.	Building Work		
	(i) Work pertaining to Sanitary work electrical works, Joinery works and painting works.	6 Months	2 Years
	(ii) Work pertaining to Building structure and other civil works	6 Months	5 Years
9.	Electric work except maintenance	6 Months	3 years
10.	Sewer/Water supply all including STP and water supply related work except maintenance works.	6 Months	3 Years

The release of SD amount shall be as per following table :-

Table-II

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

Various condition for managing DLP are as under :-

- (i) At the time of completion of work, final componnt 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) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lacs but later on due to extra/excess work, if amount of final work cresses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual items.
- (iv) Similarly if any work is more than Rs. 25 lacs but after finalization amount or work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted. From JDA for three years as per RTPP rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En. & TA to DE-I/2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRULAR 2006/D-115 dated 04.05.2006 Point no. 3.
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted:
 - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III

Table-III

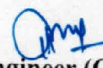
% Recovery on withdrawal of DLP of work order	1 Year	2 Year	3 Year	4 Year	5 Year
DLP period					
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9	7.88	6.45	4.62	2.47

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

- (b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD same shall be recovered from other works and as per PDR rules. The amount as per Table III is also to be deducted in addition to this amount.
- (ix) Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE"s after approval of these periods.

This order shall come in force with immediate effect and will be applicable on all new works whose NIB is to be called.

Signature of contractor with
Full address.


Executive Engineer (Garden-II)
JDA, Jaipur.

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Place :

Signature of bidder

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

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

The designation and address of the Second Appellate Authority is PS/ACS, GoR, Jaipur

(1) Filing an appeal:-

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

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

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

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

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

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

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

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

(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Annexure D :Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

FORM No. 1
[see rule 83]

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

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

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

Place :

Date :

Appellant's Signature