

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC-TF-306, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004

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NOTICE INVITING BID

NIB No. : EE-Garden-I/16/2016-17

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer-Garden-I, Jaipur Development Authority ➤ Address: Room No. CCC-TF-306, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan) ➤ Email:- rameshwarlal.mathur@mailjda.org
Subject Matter of Procurement	➤ Operation and Maintenance of Jaldhara, JDA, Jaipur.
Period of work	➤ 2 (Two) years.
Bid Procedure	➤ Single-stage Two part open competitive 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. 82.80 Lacs (Rupees Eighty Two lacs eighty thousand only)
Website for online Bid application and payment *	<ul style="list-style-type: none"> ➤ 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. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 500/- (Rupees Five Hundred only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR): 2% (Rs. 165600/-) of Estimated Procurement Cost (For A & AA class contractor registered in other department) ➤ Amount (INR): 0.5% (Rs. 41400/-) 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: 31.03.2017 at 4:00 PM onwards

Document Sale/Download/Bid Participation Amount Deposit Start Date on JDA Portal	➤ Start Date: 31.03.2017 at 4:30 PM onwards
Bid Submission Start Date on e Proc Portal of GOR	➤ Start Date: 31.03.2017 at 4:30 PM onwards
Document Sale/Download/Bid Participation Amount Deposit End Date on JDA Portal	➤ End Date: 10.04.2017 at 6.00 PM
Bid Submission End Date on e Proc Portal of GOR	➤ End Date: 10.04.2017 at 6.00 PM
Physical Bank Guarantee (BG) Submission Start Date (In case bidder opts BG for Bid Security)	➤ Start Date: 11.04.2017 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: 13.04.2017 upto 6:00 PM
**Bid Opening Date on e Proc Portal of GOR	➤ 17.04.2017 at 11.30 AM ➤ Room No. CCC-TF-306, 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, 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 RTPPA Act 2012 and Rules thereto, the later shall prevail.


Executive Engineer (Garden-I)


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

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:	

BID DOCUMENT

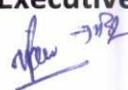
TECHNICAL BID

Part – 1

FOR

NAME OF WORK: Operation & Maintenance of Jaldhara, JDA, Jaipur.

1. **NIB No.** : EE-Garden-I/16/2016-17
2. **Approximate cost** : Rs. 82.80 Lacs
3. **Cost of the tender document** : Rs.500.00
4. **Tender Processing Fees** : Rs. 1000.00
5. **Earnest Money** : Rs. 41400.00 (for Contractor enlisted in JDA)
Rs. 165600.00 (for AA class Contractor enlisted in other Govt. Departments.)
6. **Download of tender document** : 31.03.2017 to 10.04.2017 up to 6:00 PM
7. **Upload the tender Document** : 31.03.2017 to 10.04.2017 up to 6:00 PM
8. **Date of opening of tender** : 17.04.2017 at 11.30 AM in CCC-TF-306, Third Floor, Citizen Care Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
9. **Completion period of work** : 02 (Two) years.


Executive Engineer (Garden-I)
 JDA, Jaipur

GENERAL DETAILS OF TENDER

Name of work: - Operation & Maintenance of Jaldhara, JDA, Jaipur.

1. NIB No. : NIB No. Ex.En.(Garden)/16/2016-17
2. Description of work : Jaipur Development Authority has developed a natural water stream on Jawahar Lal Nehru Marg which has already opened to public. It has lot of entertainment entities like water stream, fountains, trellis, pagoda, huts, pathways, attractive lightings, public facilities etc.

The agency :-

1. Shall be responsible to maintain complete property, upkeep the entire premises and its inventory including fountains, water body, electric fixtures, garden area having trees, plants public facilities etc. which would be handed over after award of the contract.
2. Shall bear/deposit all electricity bills on regular basis in time & all other taxes if any as & when applicable.
3. Shall ensure discipline as per norms laid down by JDA for security of the premises with minimum 9 no. of security personnel at a time in 3 shift (27 in a day)
4. Shall maintain the basic theme of the project which shall not be altered.
5. Shall run fountains on daily basis as per prescribed schedule.

6. Shall clean entire premises including water body on daily basis.
7. Shall lodge FIR as & when required to maintain proper discipline in the premises (if required).
8. Any other activity or commercial activity of any type would not be permitted other than a running Cafeteria with approximate area 1600sq.ft. in Jaldhara premises area of Jaldhara.
9. No cooking shall be allowed in cafeteria.

3. O & M Period : 2 (Two) Years
4. Cost of Bid Document : Rs. 500/- (In favour of Secretary, JDA, Jaipur)
5. Bid processing fees : Rs. 1000/- (In favour of M.D.R.I.S.L. Jaipur)
6. Bid Security : @ ½% Rs. 41400/- for enlisted bidders in JDA & 2% Rs. 165600/- for bidders enlisted in other departments in class A or AA.
7. Bid Validity : Four months from the date of opening of bid.
8. Rejection of Bid :
 1. Bid not accompanied by bid security & required documents shall be considered as nonresponsive & will be rejected by JDA.
 2. Bidder should sign all the pages of the Bid Document.
9. Period of downloading of bid document : From 31.03.2017 to 10.04.2017 upto 6:00 PM
10. Period of uploading of bid : From 31.03.2017 to 10.04.2017 upto 6:00 PM
11. Venue of Arbitration & other Dispute : Jaipur.
12. Procedure for Submission of bid :
 - A. Bid documents shall be submitted on online e-procurement website <http://www.eproc.rajasthan.gov.in> with their digital signature.

1 scanned copy of DD/BC of Bid Cost, Bid Security and e-procurement processing fees and VAT clearance certificate (Valid up to 6 months back from the opening the Technical bid) and copy of registration of bidder.

2 Complete Tender Document uploaded by the department on the above website and scanned copies of supporting Documents as required for qualification as detailed herein after.

- B. The technical bid will be opened only of whose bidders those proper Earnest money, VAT clearance certificate (Six months back from the opening of Technical Bid) and copy of registration of contractor in required category are found to be in order.
- C. The Technical Bid would be opened on the date 17.04.2017 at 11:30 pm in the chamber of Conservator of Forest, JDA, Jaipur.

Note: - If VAT clearance certificate is not applicable in any State then appropriate proof is to be enclosed by bidder with certificate which is applicable in place of VAT.

- 13. Date of opening of financial bid : A. Successful Technical bidder will be inform later on.
B. The Financial Bid would be opened only of those bidders who fulfill all the Eligibility criteria.
- 14. Performance Security : Successful bidder shall deposit Rs. 5.00 lacs as performance security in addition to security deposit. Security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill, at the time of execution of agreement. Performance security shall be refunded after a period of sixty days beyond successful completion period along with security deposit as per RTPP rules 2013.
- 15. Action for poor performance/ maintenance : Any damage to the property, plants or fixtures by any one has to be repaired by the agency within 3 days failing which JDA shall be free to undertake all such repairs at the cost of bidder through any other agency and JDA is free to terminate the contract agreement on repetition of above activity.


Executive Engineer (Garden-I)
 JDA, Jaipur

Signature of Bidder
With full name, address & phone.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID

FOR

“OPERATION & MAINTENANCE OF JALDHARA, JLN MARG, JAIPUR.”

1. Name of Firm
.....
2. Contact Address
3. Telephone/Mobile No. Office.....Residence.....

E-mail
4. Whether firm is owned or registered company.
.....
5. Name of Owner of the Firm
6. Information about local contact if
Firm is situated outside Jaipur city

Eligibility criteria:-

1. The bidder should have an experience of minimum 2 years of managing such recreational facilities or garden area not less than 3.0 hectare area. Proof of the same has to be submitted to JDA in form of Certificates from the client/ owner. Yes/No
2. The bidder should possess minimum turnover of Rs. 50.00 Lacs during any one of last three financial years. Supporting documents are also required. Yes/No

3. Bid Security @ ½% Rs. 41400/- for enlisted bidders in JDA & 2% Rs. 165600/- for bidders enlisted in other departments in class A or AA.

Yes/No

4. The bidder should attached an Affidavit on the Non Judicial Stamp in the format given at annexure-‘III’

Yes/No

Above mentioned information should be true and based on facts. In case any discrepancy is observed in information provided by bidder the bid will be rejected.



Executive Engineer (Garden-I)
JDA, Jaipur

Signature of Bidder

With full name, address & phone.

SPECIAL CONDITIONS OF TENDER

1. JDA has the authority to accept / reject the tender at any stage without assigning any reason.
2. Time of operation will be as per direction of JDA. At present time of Jaldhara in summer 2.00 PM to 9.00 PM & in winter 2.00 PM to 8.00 PM daily
3. The operation & maintenance of Jaldhara shall be for a period of 2 years.
4. All charges on account of water and electricity or any other account associated with Jaldhara shall be borne by the Bidder including the lighting arrangement of public places (Inventory enclosed). In case of disconnection of water/electricity connection due to any reason the bidder shall be fully responsible and this will be his duty regarding reconnection of same as soon as possible. JDA may terminate the contract agreement and forfeit the security deposit in case of repetition of above activity.
5. All employees/ staff of the agency shall be working on Jaldhara will have to wear clean & properly ironed uniform. Agency will be responsible for the good conduct of self and the employees. If during work period employee of Jaldhara meets with an accident, the Authority will not be responsible in any way and will not pay for damages/claims what so ever. All liability in such cases shall be that of the agency.
6. The performance security and security deposit shall be refunded after six months of successful completion of lease period.
7. Authority can terminate the contract by giving a written notice of one month without giving any reason, which shall be final & unchallengeable.
8. All the instructions given by officer authorized by the department for maintenance of entire premises will be followed by the agency without any dispute.
9. Successful bidder/agency shall not sublet/sublease the Jaldhara to any other person and will not make any agreement with any other person. He will have to submit copy of residence proof / photo identity card of self and all the staff of Jaldhara.
10. Entire premises including plantation, electric work will be maintained and kept clean by the agency.
11. Bidder/agency will have to start the Tickets, operation & maintenance within 7 days time after acceptance of contract.
12. The parking of vehicles of visitors will be regulated & maintained properly. Parking on JLN marg is strictly prohibited.

13. All kind of taxes applicable if any, will be the responsibility of the bidder/agency and will be borne by the bidder/agency himself.
14. If there is any dispute regarding any condition of contract then the decision of JDC, JDA, Jaipur will be final and binding to the agency.
15. The quoted rates shall be filled in the enclosed "G" Schedule. Rates will be clearly written in figures as well as words.
16. The successful bidder shall maintain entire Jaldhara premises, equipments, plantations, machinery etc on daily basis. He shall be responsible for any theft or damages. In case of theft/damage the entity shall have to be replaced by same make/specification of original entity.
17. The bidder/agency shall have to deposit the quoted amount by 5th day of every month if payable by him to JDA. In case he fails to deposit the amount in time the 18% interest will be levied and department will be free to take any action including termination of contract.
- 17A. In case quoted rate is negative i.e. payable by JDA, the same shall be made available by 10th of every month to the agency. In case of delay due to any reason no interest shall be payable.
- 17 B. Revenue from sale of tickets and cafeteria will be kept by the agency.
18. Agency will himself arrange sufficient number of security guards. (Minimum 9 nos. at a time round the clock)
19. Any authorised officer of JDA can inspect the Jaldhara at any time.
20. In case JDA requires Jaldhara for any function etc. then the agency will make it available for JDA free of cost for any day any time (not more than twice a month).
21. Open fire and smoking are completely prohibited in Jaldhara.
22. During operation if there is any damage of Jaldhara property, agency will be fully responsible. In such a situation the damage will be got repaired by the agency at his own cost of original make/specification.
23. Maintenance of electric and sound installations (equipments/fittings) will be done by the agency. All repair/replacement of parts shall be done through authorised vendor only.
24. If during inspection of Jaldhara by any JDA officer, any defect/violation of any condition found there shall be a penalty of Rs. 5000/- per day on each occurrence.
25. Agency will maintain complaint book and suggestion book, open for all visitors.
26. On completion of contract period premises & all entities fixtures of (Annexure-II) shall be returns back in the same condition which was at the time of handing over to the bidder/agency. If bidder fails to handing over the entity fixtures in the same condition

- JDA is free to recover the cost of entities fixtures from bidder/agency by any means like from performance security or any other payable sums.
27. Any condition can be imposed with the mutual understanding of agency and JDA.
 28. All kinds of temporary furniture will be arranged by the agency himself.
 29. List of fixture has been enclosed, however bidder has to himself verify the list & assess the rates.
 30. He should also enclose the name of overall in charge of the project along with one electrician, one plumber & one sweeper which is to be kept permanently.
 31. Agency shall maintain toilets in satisfactory conditions.
 32. Cafeteria area is 1600 sq.ft. approximate as per enclosed map & will be run by the agency as per instruction of the department. No Gas cooking shall be allowed in cafeteria.
 33. No Visitor is allowed to eat out side designated area.
 34. Contractor may himself visit the site & assess the work.
 35. Agency shall ensure no plastic material inside Jaldhara will be allowed/used since it is no plastic zone otherwise penalty of Rs. 1000/- per day shall be imposed.
 36. Agency shall ensure that visitors should dip their feet in Jaldhara after taking off their shoes, chappals etc. otherwise penalty of Rs. 1000/- per day shall be imposed.
 37. Agency shall ensure visitors should not take bath in the Jaldhara otherwise penalty of Rs. 2000/- per day shall be imposed.
 38. Time of operation of Jaldhara shall be decided by JDA authority.
 39. The agency have to collect the revenue by sell of ticket. The ticket rates are Rs. 10/- per person (Height more than 4' 6") from Monday to Friday & Rs. 20/- per person (Height more than 4' 6") on Saturday & Sunday, which may be obtained from JDA office as per requirement.
 40. These rates will not be changed by the bidder JDA will be free to change these rates any time.
 41. Agency shall not permit shooting of movie in Jaldhara and such type of any other commercial activity.
 42. Safety and Security of entire Jaldhara Area lies with the agency.
 43. In case of mis-happening, accident or any other hazard agency is solely responsible.
 44. List of equipment enclosed at annexure-II. Bidder may visit the Jaldhara Area to assess the equipments & accordingly assess the maintenance cost.
 45. Display of any kind of commercial hoarding/boards is strictly prohibited.

46. The JDA shall have right to cause an audit and 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 then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
47. Whenever any claim against the contract 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.
48. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
49. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
50. All transaction in the 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.
51. If any tender withdraws his tender prior to expiry of said validity period given at S. No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period, which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement 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.
52. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, 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 contractor after expiry of 3 days period.
53. The rates provided in tender documents are inclusive of all Taxes royalty.
54. Undersigned has full right to reject any or all tenders without given any reasons.

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 anti- competitive 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 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 a bidding process of, 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.
 - g. Bidder or any of its affiliates has been hired (or is 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 to for procurement of In response to their Notice Inviting Bids No. Dated I/We hereby 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 Entity :
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 proceeding 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 **EC, JDA, Jaipur**

- (1) 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) **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) Every appeal shall be accompanied by an order appealed against, if any affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be in person or through registered post or authorized representative.

(6) Fee for filing appeal:

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

(7) Procedure for disposal of appeal:

- (a) The first Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,
 - (i) Hear all the parties to appeal present before him and
 - (ii) Peruse or inspect documents, relevant records or copies there or 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 Document 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 Document. 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 in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than

50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or other wise 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 is 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, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Form No. 1

[See rule 83]

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

Appeal No Of
..... Before the
(First/ Second Appellate Authority)

1. Particulars of appellant :
 - (i) Name of the appellant :
 - (ii) Official address, if any :
 - (iii) Residential address:
2. Name and address of the respondent (s):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/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 proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of
appeal:.....
(Supported by an affidavit)
7. Prayer
.....

Place

Date

Appellant's Signature

ANNEXURE-III

To be given on Non-Judicial stamp
Paper of Rs. 50/- only, Self-Attested

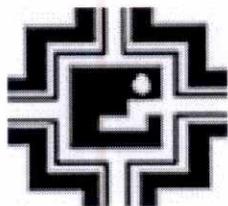
AFFIDAVIT

I/We Proprietor/
Partner/ Authorized signatory of M/s under
take the oath that the information furnished by me/us Bid for **Operation & Maintenance of
Jaldhara, JDA, Jaipur** is correct to the best of my/our knowledge. If any information is found
to be incorrect JDA has right to reject the Bid and to take action against me/us as per rules.

.....

Proprietor/ Partner/ Authorized signatory
M/s

.....



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
TENDER DOCUMENTS

FINANCIAL BID

Part – 2

FOR

NAME OF WORK: Operation & Maintenance of Jaldhara, JDA, Jaipur.

1. **NIB No.** : EE-Garden-I/16/2016-17
2. **Approximate cost** : Rs. 82.80 Lacs
3. **Cost of the tender document** : Rs.500.00
4. **Tender Processing Fees** : Rs. 1000.00
5. **Earnest Money** : Rs. 41400.00 (for Contractor enlisted in JDA)
Rs. 165600.00 (for AA class Contractor enlisted in other Govt. Departments.)
6. **Download of tender document** : 31.03.2017 to 10.04.2017 up to 6:00 PM
7. **Upload the tender Document** : 31.03.2017 to 10.04.2017 up to 6:00 PM
8. **Date of opening of tender** : 17.04.2017 at 11.30 AM in CCC-TF-306, Third Floor, Citizen Care Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)
9. **Completion period of work** : 02 (Two) years.


Executive Engineer (Garden-I)
JDA, Jaipur



GENERAL DETAILS OF TENDER

Name of work: - Operation & Maintenance of Jaldhara, JDA, Jaipur.

1. NIB No. : NIB No. Ex.En.(Garden)/16/2016-17
2. Description of work : Jaipur Development Authority has developed a natural water stream on Jawahar Lal Nehru Marg which has already opened to public. It has lot of entertainment entities like water stream, fountains, trellis, pagoda, huts, pathways, attractive lightings, public facilities etc.

The agency :-

1. Shall be responsible to maintain complete property, upkeep the entire premises and its inventory including fountains, water body, electric fixtures, garden area having trees, plants public facilities etc. which would be handed over after award of the contract.
2. Shall bear/deposit all electricity bills on regular basis in time & all other taxes if any as & when applicable.
3. Shall ensure discipline as per norms laid down by JDA for security of the premises with minimum 9 no. of security personnel at a time in 3 shift (27 in a day)
4. Shall maintain the basic theme of the project which shall not be altered.
5. Shall run fountains on daily basis as per prescribed schedule.
6. Shall clean entire premises including water body on daily basis.
7. Shall lodge FIR as & when required to maintain proper discipline in the premises (if required).

8. Any other activity or commercial activity of any type would not be permitted other than a running Cafeteria with approximate area 1600sq.ft. in Jaldhara premises area of Jaldhara.
9. No cooking shall be allowed in cafeteria.
3. O & M Period : 2 (Two) Years
4. Cost of Bid Document : Rs. 500/- (In favour of Secretary, JDA, Jaipur)
5. Bid processing fees : Rs. 1000/- (In favour of M.D.R.I.S.L. Jaipur)
6. Bid Security : @ ½% Rs. 41400/- for enlisted bidders in JDA & 2% Rs. 165600/- for bidders enlisted in other departments in class A or AA.
7. Bid Validity : Four months from the date of opening of bid.
8. Rejection of Bid : 1. Bid not accompanied by bid security & required documents shall be considered as nonresponsive & will be rejected by JDA.
2. Bidder should sign all the pages of the Bid Document.
9. Period of downloading of bid document : From 31.03.2017 to 10.04.2017 upto 6:00 PM
10. Period of uploading of bid : From 31.03.2017 to 10.04.2017 upto 6:00 PM
11. Venue of Arbitration & other Dispute : Jaipur.
12. Procedure for Submission of bid : A. Bid documents shall be submitted on online e-procurement website <http://www.eproc.rajasthan.gov.in> with their digital signature.
- 1 scanned copy of DD/BC of Bid Cost, Bid Security and e-procurement processing fees and VAT clearance certificate (Valid up to 6 months back from the opening the Technical bid) and copy of registration of bidder.
- 2 Complete Tender Document uploaded by the department on the above website and scanned copies of supporting Documents as required for qualification as detailed herein after.
- B. The technical bid will be opened only of whose bidders those proper Earnest money, VAT clearance certificate (Six months back from the opening of Technical Bid) and copy of registration of contractor in required category are found to be in order.
- C. The Technical Bid would be opened on the date 17.04.2017 at 11:30 pm in the chamber of Conservator of Forest, JDA, Jaipur.

Note: - If VAT clearance certificate is not applicable in any State then appropriate proof is to be enclosed by bidder with certificate which is applicable in place of VAT.

13. Date of opening of financial bid : A. Successful Technical bidder will be inform later on.
B. The Financial Bid would be opened only of those bidders who fulfill all the Eligibility criteria.
14. Performance Security : Successful bidder shall deposit Rs. 5.00 lacs as performance security in addition to security deposit. Security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill, at the time of execution of agreement. Performance security shall be refunded after a period of sixty days beyond successful completion period along with security deposit as per RTPP rules 2013.
15. Action for poor performance/ maintenance : Any damage to the property, plants or fixtures by any one has to be repaired by the agency within 3 days failing which JDA shall be free to undertake all such repairs at the cost of bidder through any other agency and JDA is free to terminate the contract agreement on repetition of above activity.

Signature of Bidder
With full name, address & phone.


Executive Engineer (Garden-I)

 JDA, Jaipur

SPECIAL CONDITIONS OF TENDER

1. JDA has the authority to accept / reject the tender at any stage without assigning any reason.
2. Time of operation will be as per direction of JDA. At present time of Jaldhara in summer 2.00 PM to 9.00 PM & in winter 2.00 PM to 8.00 PM daily
3. The operation & maintenance of Jaldhara shall be for a period of 2 years.
4. All charges on account of water and electricity or any other account associated with Jaldhara shall be borne by the Bidder including the lighting arrangement of public places (Inventory enclosed). In case of disconnection of water/electricity connection due to any reason the bidder shall be fully responsible and this will be his duty regarding reconnection of same as soon as possible. JDA may terminate the contract agreement and forfeit the security deposit in case of repetition of above activity.
5. All employees/ staff of the agency shall be working on Jaldhara will have to wear clean & properly ironed uniform. Agency will be responsible for the good conduct of self and the employees. If during work period employee of Jaldhara meets with an accident, the Authority will not be responsible in any way and will not pay for damages/claims what so ever. All liability in such cases shall be that of the agency.
6. The performance security and security deposit shall be refunded after six months of successful completion of lease period.
7. Authority can terminate the contract by giving a written notice of one month without giving any reason, which shall be final & unchallengeable.
8. All the instructions given by officer authorized by the department for maintenance of entire premises will be followed by the agency without any dispute.
9. Successful bidder/agency shall not sublet/sublease the Jaldhara to any other person and will not make any agreement with any other person. He will have to submit copy of residence proof / photo identity card of self and all the staff of Jaldhara.
10. Entire premises including plantation, electric work will be maintained and kept clean by the agency.
11. Bidder/agency will have to start the Tickets, operation & maintenance within 7 days time after acceptance of contract.
12. The parking of vehicles of visitors will be regulated & maintained properly. Parking on JLN marg is strictly prohibited.

13. All kind of taxes applicable if any, will be the responsibility of the bidder/agency and will be borne by the bidder/agency himself.
14. If there is any dispute regarding any condition of contract then the decision of JDC, JDA, Jaipur will be final and binding to the agency.
15. The quoted rates shall be filled in the enclosed "G" Schedule. Rates will be clearly written in figures as well as words.
16. The successful bidder shall maintain entire Jaldhara premises, equipments, plantations, machinery etc on daily basis. He shall be responsible for any theft or damages. In case of theft/damage the entity shall have to be replaced by same make/specification of original entity.
17. The bidder/agency shall have to deposit the quoted amount by 5th day of every month if payable by him to JDA. In case he fails to deposit the amount in time the 18% interest will be levied and department will be free to take any action including termination of contract.
- 17A. In case quoted rate is negative i.e. payable by JDA, the same shall be made available by 10th of every month to the agency. In case of delay due to any reason no interest shall be payable.
- 17 B. Revenue from sale of tickets and cafeteria will be kept by the agency.
18. Agency will himself arrange sufficient number of security guards. (Minimum 9 nos. at a time round the clock)
19. Any authorised officer of JDA can inspect the Jaldhara at any time.
20. In case JDA requires Jaldhara for any function etc. then the agency will make it available for JDA free of cost for any day any time (not more than twice a month).
21. Open fire and smoking are completely prohibited in Jaldhara.
22. During operation if there is any damage of Jaldhara property, agency will be fully responsible. In such a situation the damage will be got repaired by the agency at his own cost of original make/specification.
23. Maintenance of electric and sound installations (equipments/fittings) will be done by the agency. All repair/replacement of parts shall be done through authorised vendor only.
24. If during inspection of Jaldhara by any JDA officer, any defect/violation of any condition found there shall be a penalty of Rs. 5000/- per day on each occurrence.
25. Agency will maintain complaint book and suggestion book, open for all visitors.
26. On completion of contract period premises & all entities fixtures of (Annexure-II) shall be returns back in the same condition which was at the time of handing over to the bidder/agency. If bidder fails to handing over the entity fixtures in the same condition

JDA is free to recover the cost of entities fixtures from bidder/agency by any means like from performance security or any other payable sums.

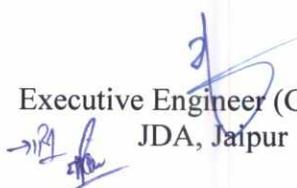
27. Any condition can be imposed with the mutual understanding of agency and JDA.
28. All kinds of temporary furniture will be arranged by the agency himself.
29. List of fixture has been enclosed, however bidder has to himself verify the list & assess the rates.
30. He should also enclose the name of overall in charge of the project along with one electrician, one plumber & one sweeper which is to be kept permanently.
31. Agency shall maintain toilets in satisfactory conditions.
32. Cafeteria area is 1600 sq.ft. approximate as per enclosed map & will be run by the agency as per instruction of the department. No Gas cooking shall be allowed in cafeteria.
33. No Visitor is allowed to eat out side designated area.
34. Contractor may himself visit the site & assess the work.
35. Agency shall ensure no plastic material inside Jaldhara will be allowed/used since it is no plastic zone otherwise penalty of Rs. 1000/- per day shall be imposed.
36. Agency shall ensure that visitors should dip their feet in Jaldhara after taking off their shoes, chappals etc. otherwise penalty of Rs. 1000/- per day shall be imposed.
37. Agency shall ensure visitors should not take bath in the Jaldhara otherwise penalty of Rs. 2000/- per day shall be imposed.
38. Time of operation of Jaldhara shall be decided by JDA authority.
39. The agency have to collect the revenue by sell of ticket. The ticket rates are Rs. 10/- per person (Height more than 4' 6") from Monday to Friday & Rs. 20/- per person (Height more than 4' 6") on Saturday & Sunday, which may be obtained from JDA office as per requirement.
40. These rates will not be changed by the bidder JDA will be free to change these rates any time.
41. Agency shall not permit shooting of movie in Jaldhara and such type of any other commercial activity.
42. Safety and Security of entire Jaldhara Area lies with the agency.
43. In case of mis-happening, accident or any other hazard agency is solely responsible.
44. List of equipment enclosed at annexure-II. Bidder may visit the Jaldhara Area to assess the equipments & accordingly assess the maintenance cost.
45. Display of any kind of commercial hoarding/boards is strictly prohibited.

46. The JDA shall have right to cause an audit and 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 then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
47. Whenever any claim against the contract 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.
48. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
49. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
50. All transaction in the 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.
51. If any tender withdraws his tender prior to expiry of said validity period given at S. No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period, which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement 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.
52. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, 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 contractor after expiry of 3 days period.
53. The rates provided in tender documents are inclusive of all Taxes royalty.
54. Undersigned has full right to reject any or all tenders without given any reasons.

55. 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."
56. The tenderer are required to submit copy of their enlistment as contractor.
57. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
58. 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.
59. The contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
60. 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.

Special conditions will also be a part of contract agreement.

Signature of Bidder
With full name, address & phone.


Executive Engineer (Garden-I)
JDA, Jaipur

**Terms & Conditions for Annual Maintenance for JDA Jaldhara,
JLN Marg, Jaipur:**

- 1 Firm will appoint their Operator/Technician for daily functioning of the fountains, water fall, lights and water recycle system and plants as per schedule of maintenance as per annexure-I & routine tests as per JDA norms.
- 2 Firm will be responsible for the daily maintenance schedules and operations required for smooth & uninterrupted performance of the fountains, Lights and recycle system.
- 3 Firm will rectify any defect within 24Hrs from the time of occurrence of the same failing which JDA will be free to undertake such repairs on the cost of the agency through any other agency.
- 4 Firm will be penalized on daily basis in the case of failure of the system. The Penalty will be Rs.5000/Day
- 5 Firm will ask operator to maintain Log book for maintenance schedule of the Fountains, Lights and recycle system.
- 6 If fountains, lights and recycle system failures occurred due to main Electricity supply failure will not be considered as Firm's fault.


Executive Engineer (Garden-I)

Signature of Contractor with seal

Annexure-'I'
Maintenance Manual for Fountains, Lights and Recycled pump at JDA
Jaldhara, JLN Marg, Jaipur:

Pump:

- ❑ Keep operating Pumps on regular basis to prevent Impeller to get jammed.
- ❑ Always check water level to protect dry running of the pumps before operating fountain.
- ❑ There should be no blocking material kept near pump suction.
- ❑ Repair the pump in case of noise or any fault from authorized dealer/vendor only.
- ❑ Filter of Recycled pump shall be cleaned daily before start of recycle system.

Panel:

- ❑ Keep Panel room door closed to prevent any mis-happening & unwanted entry of any person/animal etc.
- ❑ If Phase Preventor is not holding check all incoming Phases.
- ❑ If discharge of the pump drop considerably check RYB incoming Phases inside Electrical Panel.
- ❑ In case of any alteration in connection inside Panel always switch off Main Isolator.
- ❑ Always check all the phases for proper input voltages before operating Fountains.
- ❑ Never make any loose connection inside Panel for temporary supply connection.

Nozzles:

- ❑ Keep Nozzles in proper angles when operating fountain.
- ❑ Clear nozzle outlet in case of choking.
- ❑ Never use improper tools to open and tight Nozzle Heads.
- ❑ Never hammer Nozzles for the adjustment or cleaning.

Water Quality :

- ❑ Water Quality has to be maintained with good visibility.
- ❑ Do not allow anybody to wash their hands inside pool and check unwanted elements.

- Contractor shall do chlorination @ 0.5ppm & other treatment of water as per requirement at his own cost
- Contractor shall put dosages of alum as per requirement of turbidity (approx. 100 kg per day)
- Contractor shall remove algae, weeds & other floating and settled impurities in water and keep water clean.

Fish Aquarium & Bird House :

- Keep fishes & birds alive with cleanliness.

Plants :

- Keep all existing trees/plants well and perform seasonal flowering plants as & when required.

Civil Maintenance :

- Keep all civil items i.e. benches, dustbins, wooden huts, play equipments, walkway etc. with good condition by painting once in a year at least.


Executive Engineer (Garden-I)

Signature of Contractor with seal

Fixture in Jaldhara

S. No.	Name of Fixtures	Qty. in Nos.	Remark
1	Mono Submersible pump set for water column fountain	2 Nos.	
2	Pump set for water fall	1 Nos.	
3	Pump set for recirculation system	2 Nos.	
4	Booster pump for Irrigation system	1 Nos.	
5	Submersible pump set tube well	3 Nos.	
6	Tube well	2 Nos.	
7	DG set	1 Nos.	
8	Benches	66 Nos.	
9	Dustbins	44 Nos.	
10	Speaker	30 Nos.	
11	Jaldhara Map	2 Nos.	
12	Solar light	10 Nos.	9 Complete, 1 without battery unit (3 in running condition)
13	Fish aquarium	1 Nos.	
14	Dolphin (dummy)	2 Nos.	
15	Crocodile (dummy)	2 Nos.	
16	Tortoise (dummy)	2 Nos.	
17	Recycling Unit	1 Nos.	
18	Tanki black	1 Nos.	
19	Flood light	68 Nos.	
20	82 PJ FL	18 Nos.	
21	Ground Embedded light	40 Nos.	36 Complete, 4 Damaged
22	PAR lamp	56 Nos.	50 Complete, 6 Damaged
23	Bollard	113 Nos.	
24	Foot Light	120 Nos.	
25	Under water LED light	35 Nos.	30 Complete, 5 Damaged
26	Exhaust fan	2 Nos.	
27	Water coolar	2 Nos.	

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 anti- competitive 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 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 a bidding process of, 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.
 - g. Bidder or any of its affiliates has been hired (or is 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 to for procurement of In response to their Notice Inviting Bids No. Dated I/We hereby 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 Entity :
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 proceeding 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 **EC, JDA, Jaipur**

- (1) 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 with in 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) **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) Every appeal shall be accompanied by an order appealed against, if any affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be in person or through registered post or authorized representative.
- (6) Fee for filing appeal:**
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non- refundable.
 - (b) The fee shall be paid in the form of Bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) Procedure for disposal of appeal:**
- (a) The first Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,
 - (i) Hear all the parties to appeal present before him and
 - (ii) Peruse or inspect documents, relevant records or copies there or 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 Document 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 Document. 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 in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than

50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or other wise 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 is 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, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Form No. 1

[See rule 83]

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

Appeal No Of
..... Before the
(First/ Second Appellate Authority)

1. Particulars of appellant :
 - (i) Name of the appellant :
 - (ii) Official address, if any :
 - (iii) Residential address:
2. Name and address of the respondent (s):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/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 proposes 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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work:- Operation & Maintenance of Jaldhara, JDA, Jaipur.

Place:- Near Shiksha Sankul, JLN Marg, Jaipur.

Schedule "G"

S. No.	Name of work	Unit	Amount payable to JDA Per Month (In Rs.)	
			In figures	In words
1	Operation and maintenance of Jaldhara premises. Work includes O&M of fountain, tubewells, music system, childrens play equipments, lights and other fixtures like benches, dustbin, water cooler etc. including repair/change of damages parts. The work also includes repair of civil work, electrical work, gardening of plants including watering and replacing of wilted plants, plantation of new seasonal plants, cleaning of ponds with required chemical, toilets, water coolers, fish aquarium, brooming of pathways and entire area of Jaldhara. Work also includes security of Jaldhara premises, collection of entry tickets, depositing of electricity bill and other works as per direction of Engineer-in-charge.	Per Month		

Note:- If amount is payable to bidder by JDA it should be marked in negative sign with quoted amount.


Executive Engineer (Garden-I)
JDA, Jaipur

I/We hereby agree to do the above work on rates quoted by me/us on terms & conditions enclosed with tender document.

Signature of Bidder
With full name, address & phone.