

जयपुर विकास प्राधिकरण, जयपुर

क्रमांक:-प-6()जविप्रा/सा.स्टोर/डेयरी बूथ संचालन/2017-18/डी- 115

दिनांक :- 12/5/17

—:बोली प्रपत्र:—

1. विषय:- प्राधिकरण परिसर स्थित सरस डेयरी बूथ संचालन हेतु मासिक किराया के तहत द्वि-वर्षीय अनुबन्ध हेतु बोली आमंत्रण प्रपत्र।
2. बोलियाँ दिनांक2017 को सांय 3.30 बजे तक स्वीकार की जावेगी एवं उसी दिन सांय 4.30 बजे बोलीदाता अथवा उनके प्रतिनिधि के समक्ष खोली जावेगी।
3. बोली देने वाली फर्म का नाम एवं पूरा पता:-
4. पता जिस पर बोलियाँ भेजी जानी है:- उपायुक्त (सा.स्टोर), कमरा नं.04, मुख्य भवन, जविप्रा, इन्दिरा गांधी सर्किल, जे.एल.एन.मार्ग, जयपुर।
5. बोली प्रपत्र शुल्क रूपये 200/- **ICICI Bank** की जे.डी.ए. शाखा में चालान सं..... दिनांक..... को जमा करा दिये गये हैं अथवा www.jda.urban.rajasthan.gov.in अथवा www.sppp.raj.nic.in पोर्टल से डाउनलोड किये जाने पर रूपयें 200/- का डी.डी. संख्या..... दि.....संलग्न है।
6. डेयरी बूथ संचालन की दरें बोली के साथ संलग्न "प्राईस-शिड्यूल" में अंकित कर दी गई है।
7. उपरोक्त अंकित दरें अनुमोदन की तिथि से दो वर्ष तक की समयावधि के लिये मान्य है। RTPP अधिनियम के नियमानुसार समयावधि 3 माह बढ़ायी जा सकती है।
8. बोली प्रतिभूति राशि रूपये/- (रूपयेंमात्र) का जविप्रा के पक्ष में ड्राफ्ट नं0 दि..... एवं शपथ-पत्र संलग्न कर दिया गया है।
9. बोली प्रपत्र मे वर्णित समस्त शर्तें एवं कार्य अपेक्षाओं को समझ लिया गया है। शर्तें स्वीकार है एवं उन पर हस्ताक्षर कर दिये गये है।

बोलीदाता के हस्ताक्षर

नाम

फर्म का नाम व पता

.....

मोबाईल/दूरभाष नं...../.....

जयपुर विकास प्राधिकरण, जयपुर

डेयरी बूथ के संचालन हेतु निविदा की शर्तें

1. जयपुर विकास प्राधिकरण द्वारा परिसर स्थित डेयरी बूथ के संचालन के लिए दो वर्ष का अनुबन्ध करने के लिए बोली आमंत्रित की जाती है। इसके लिए इच्छुक बोलीदाताओं से मासिक किराये के प्रस्ताव लिए जा रहे हैं।
2. प्राधिकरण द्वारा डेयरी बूथ, डीप फ्रिजर, नल-पानी निःशुल्क दिया जावेगा। अन्य व्यवस्थाएँ अनुबन्धकर्ता की होगी।
3. अनुबन्धकर्ता द्वारा डेयरी उत्पादों का क्रय अपने स्तर से करके निर्धारित खुदरा मूल्य पर ग्राहकों को उपलब्ध कराना होगा। निर्धारित मूल्य से अधिक मूल्य वसूलने पर अनुबन्ध समाप्त कर दिया जावेगा तथा अमानता राशि जब्त कर ली जावेगी।
4. अनुबन्धकर्ता को स्वच्छ एवं ताजा डेयरी उत्पादों को पर्याप्त स्टॉक रखना होगा। कालातीत एवं बेकार हुई खाद्य सामग्री को तुरन्त बूथ से हटाना होगा।
5. डेयरी बूथ संचालन के कारण प्राधिकरण की सम्पत्ति जैसे:- डीप, फ्रिजर एवं बूथ आदि को अनुबन्धकर्ता द्वारा कोई नुकसान पहुंचाया जाता है तो उसकी भरपाई हेतु अनुबन्धकर्ता बाध्य होगा।
6. अनुबन्धकर्ता द्वारा डेयरी बूथ प्रातः 8.00 बजे से सांय 8.00 बजे तक खोलना होगा। आवश्यकता होने पर सक्षम अधिकारी के आदेशानुसार कार्य करना होगा।
7. डेयरी बूथ के आस-पास पूर्ण सफाई व्यवस्था अनुबन्धकर्ता द्वारा रखी जावेगी।
8. डेयरी बूथ यदि किसी कार्य दिवस को बन्द रखता हो तो अनुबन्धकर्ता द्वारा प्राधिकरण से सक्षम स्वीकृति लेनी होगी।
9. अमानता राशि रुपये 10000/- अनुबन्ध अवधि में प्राधिकरण के पास जमा रहेगी जिसे अनुबन्ध की सफलतापूर्वक समाप्ति बाद ही लौटाया जा सकेगा।
10. अनुबन्ध अवधि प्राधिकरण चाहे तो दों वर्ष समाप्त होने से पूर्व भी समाप्त कर सकता है, जिसके लिए कोई क्षतिपूर्ति देय नहीं होगी। लेकिन यह अधिकार अनुबन्धकर्ता को नहीं होगा। यदि अनुबन्धकर्ता दों वर्ष पूर्व अनुबन्ध समाप्त करना चाहता है तो अमानत राशि रुपये 10000/- जब्त कर ली जावेगी।
11. दो वर्ष बाद अनुबन्ध अवधि सचिव, जविप्रा तथा अनुबन्धकर्ता की सहमति से अधिकतम तीन माह के लिए बढ़ायी जा सकती है।

12. अनुबन्धकर्ता द्वारा डेयरी बूथ का संचालन राजस्थान राज्य सहकारी फेडरेशन द्वारा निर्धारित नियमों एवं मापदण्डों के अनुरूप करना होगा। किसी प्रकार के लाइसेंस की आवश्यकता हो तो अनुबन्धकर्ता अपने स्तर से स्वयं के खर्च से लेगा।
13. अनुबन्धकर्ता जयपुर विकास प्राधिकरण के गेट नं. 3 के पास उत्तरी लॉन के अतिरिक्त अन्य किसी स्थान पर डेयरी बूथ स्थापित नहीं कर सकेगा।
14. प्राधिकरण द्वारा उपलब्ध करायी गयी सामग्री का रख-रखाव बोलीदाता के अपने खर्च पर करना होगा।
15. डेयरी बूथ में समस्त उत्पादों की रेट लिस्ट चस्पा करनी होगी।
16. अनुबन्धकर्ता द्वारा कार्य Sublet नहीं किया जावेगा।
17. अनुबन्धकर्ता द्वारा तम्बाकू उत्पादों एवं अवैध वस्तुओं का विक्रय नहीं किया जावेगा ऐसा पाये जाने पर तत्काल ही अनुबन्ध निरस्त करते हुए अमानत राशी जब्त कर ली जावेगी।
18. आर.सी.डी.एफ. या अन्य कम्पनियों द्वारा निर्मित उत्पादों की कीमत एम.आर.पी. से अधिक नहीं वसूली जावेगी।
19. बिजली का व्ययभार बोलीदाता द्वारा वहन किया जावेगा।
20. सर्विस टैक्स इत्यादि अन्य कोई भी सरकारी कर बोलीदाता द्वारा वहन किया जावेगा।
21. Rajasthan Transparency in Public Procurement Act-2012 प्रावधानों के तहत इस बोली के साथ संलग्न Annexure-A, B & D बोलीदाता द्वारा हस्ताक्षर कर प्रेषित किया जाना अनिवार्य है।

बोलीदाता के हस्ताक्षर

नाम

फर्म का नाम व पता

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मोबाईल/दूरभाष नं...../.....



जयपुर विकास प्राधिकरण, जयपुर

—: प्राधिकरण स्थित डेयरी बूथ के संचालन हेतु बोली सूचना :-

“प्राईस शिड्यूल”

क्र. सं.	कार्य का विवरण	किराया राशि प्रतिमाह (राशि रूपयों में)
1.	प्राधिकरण स्थित डेयरी बूथ के संचालन हेतु मासिक किराया राशि	राशि रूपयें (अक्षरो में)..... / — राशि रूपयें (शब्दों में).....

मैं/हम राजस्थान राज्य सहकारी फेडरेशन द्वारा डेयरी उत्पादों की निर्धारित दरों एवं प्राधिकरण की शर्तों पर प्राधिकरण स्थित डेयरी बूथ के संचालन हेतु सहमत है।

बोलीदाता के हस्ताक्षर

नाम

फर्म का नाम व पता

.....

मोबाईल/दूरभाष नं..... /

अध्यक्ष (सामान्य स्टार)
व.वि.प्रा., जयपुर

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.


DC (Store)
JDA, Jaipur

Signature of bidder

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 :

**DC (Store)
JDA, Jaipur**

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is.....

The designation and address of the Second Appellate Authority is.....

(1) Filing an appeal:-

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

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

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

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

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

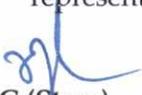
(4) Appeals not to lie in certain cases:-

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

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

(5) From of Appeals:-

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


DC (Store)
JDA, Jaipur

Signature of bidder (in case of appeal)

(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.



DC (Store)
JDA, Jaipur

Signature of bidder (in case of appeal)

FORM No. 1
[see rule 83]

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

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

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

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

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

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

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

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

- 7- Prayer :

Place :.....

Date :



DC (Store)
JDA, Jaipur

Appellant's Signature

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 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 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.


DC (Store)
JDA, Jaipur

Signature of bidder