

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Jawahar Lal Nehru Marg, Jaipur-302015

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

Terms & Conditions

A. Eligibility criteria:

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

B. Important dates

1.	Downloading date of bid document	02.05.2018 to 22.05.2018 upto 6.00 P.M.
2.	Date of uploading/receipt of bid document	02.05.2018 to 22.05.2018 upto 6.00 P.M.
3.	Date of submission of BG of Bid Cost, Bid processing fees & Bid Security.	Upto 5.00 PM on 23.05.2018 to 25.05.2018 (Room No 215N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur)


Executive Engineer (Garden-I)
JDA, Jaipur

Enclose in Bid Document

Detailed NIB	
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name : Executive Engineer (Garden-I), Jaipur Development Authority ➤ Address: Room No. CCC-TF-306, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan) ➤ Email:- : sunilvyas.xen@gmail.com
Subject Matter of Procurement	<ul style="list-style-type: none"> ➤ Operation and Maintenance of Electric Mini Train at Nehru Baloudhyan, JDA, Jaipur. ➤ Job No. 382/2014-15
Bid Procedure	➤ Two Stage tender (eg. Two part (Envelope) open competitive) eBid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	➤ Highest Cost Based Selection (HCBS)-H1
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment	<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 and Bid security deposit online only. ➤ Bidding Document fee : Rs 500/- (Rupees Five Hundred only) ➤ RISL Processing Fee : Rs 1000/- (Rupees One Thousand only) ➤ Requisite Bid Security Deposit :
Estimated Procurement Cost	➤ INR 3000000.00 Lacs (Thirty Lacs only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR) : 2 % (Rs 60,000/-) of Estimated Procurement Cost, 0.5% (Rs 15,000/-) of S.S.I. of Rajasthan, 1 % for Sick Industries, Other than S.S.I., Whose cases are pending with Board of Industrial & Financial Reconstruction. ➤ (* 2% for Bidder Who is A and AA Class contractor registered in other Govt. Department / 0.5 % for Bidder registered as contractor in AA, A, B, C & D in JDA/ Bidder firm/company should be registered with Registrar or Registering authority concerned for entertainment activities. (bidder has to submit relevant document of Registration) ➤ Micro small medium enterprise situated in Rajasthan tender fee 50% EMD value 0.5% ➤ In case of Department's of the State Government and undertakings Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Date/Time/Place of Pre-Bid	➤ NA
Applying Bid and making Online Payment on JDA Portal (www.Jda.urban.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date : 02.05.2018 from 3.00 PM onwards ➤ End date : 22.05.2018 up to 6.00 PM ➤ In case EMD in from BG Original Bank Guarantee is to be submitted in Room No 215N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur by 23.05.2018 to 25.05.2018 upto 5.00 PM
Bid submission on E-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start date : 02.05.2018 from 3.00 PM ➤ End date : 22.05.2018 upto 6.00 PM
Date/Time? Place of Technical Bid Opening	➤ NA
Date/Time/Place of Bid Opening	<ul style="list-style-type: none"> ➤ 28.05.2018 at 11.30 AM ➤ Room No. CCC-TF-306 IIIrd floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time period	➤ 05 Years
* Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL	

below:

A. Payment options :

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

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

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

• **Option – 2 : Electronic Fund Transfer (EFT/NEFT/RTGS)**

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

• **Option – 3 : Payment Gateway (Aggregator)**

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

B . Bid participation Receipt

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

- In case of BG as the remaining payment will be done through payment Gateway, on Successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through payment Gateway, on Successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on Confirmation of payment from ICICI bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA Portal.

Note :-

1. Bidder (authorized Signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay tender Fee, BSD, and RISL Processing Fee, Online (Subject to Confirmation) its Bid shall not be accepted.
3. To participate in online bidding process, bidders must procure a digital signature Certificate (TypeIII) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCs safe crypt, Ncode etc. Bidders who already have a valid Digital signature Certificate (DSC) need not procure a new DSC. Also bidders must register on <http://eproc.rajasthan.gov.in> (Bidders already registered on <http://eproc.rajasthan.gov.in> before 30.09.2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11 th hour issues like slow speed: chocking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eproc website for further details about the e-tendering process.
6. Training for the bidders on the usage of e-tendering system (procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-procurement Cell, DoIT & C for booking the training slot.
Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in.
Address: E-Procurement Cell, JDA Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding documents (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Process for Participation & Depositing Payment Online

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

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

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years).
For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

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

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

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

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

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

Option-3: Payment Gateway (Aggregator)

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

C. Bid Participation Receipt

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

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

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

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

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

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

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

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

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

BID DOCUMENT

TECHNICAL BID

Envelope no. 1

FOR

**“Operation and Maintenance of Electric Mini Train at Nehru Baloudhyan,
JDA, Jaipur.”**

Period of downloading of bid	From 02.05.2018 to 22.05.2018 upto 6:00 PM
Period of uploading of bid	From 02.05.2018 to 22.05.2018 upto 6:00 PM
Date of submission of D.D./ BC of Bid Cost, Bid processing fees & Bid Security	Upto 3.00 PM on 23.05.2018 to 25.05.2018 (Room No 215N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur)
Date of opening of technical bid	28.05.2018 at 11.30 PM (In the Chamber of Executive Engineer (Garden-I), JDA, Jaipur, Room no. CCC-TF-306)
Bid Cost	Rs. 500.00
O & M Period	5 (Five) Years
Estimated Procurement Cost	Rs. 30.00 lacs

NAME OF AGENCY M/s -----


Executive Engineer (Garden-I)
Jaipur Development Authority

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID

FOR

“Operation and Maintenance of Mini Train at Nehru Baloudhyan, JDA, Jaipur.”

1. Name of Firm
.....
2. Contact Address
.....
3. Telephone/Mobile No. Office.....Residence.....
E-mail
4. Whether firm is proprietorship or
partnership or registered
company.
5. Name of Owner/partners of the
Firm
6. Name and Address of person
signing the bid
7. Information about local contact
if Firm is situated outside Jaipur
city

Terms & Conditions

Eligibility criteria

1. The bidder can be individual,
firm or company having annual

- turnover of over 50.00 lacs in any of last three financial years (bidder has to submit relevant documentary proof) Yes/No
2. The bidder must have minimum 5 year experience in operating and maintaining the electric mini train/ toy train on a track of 500 mtr. The bidder should have to produce the certificate from the competent authority for the successful operating and maintaining the electric mini train/toy train Yes/No
3. Bidder firm/company should be registered with Registrar or Registering authority concerned for entertainment activities. (bidder has to submit relevant document of Registration) Yes/No
4. A security of Rs. 3.00 Lacs shall have to be deposited with bid in form of demand draft payable to Secretary, JDA. The security shall be returned to unsuccessful bidders on finalization of the bid. Yes/No

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

Signature of Bidder
With full name, address & phone.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TERMS & CONDITIONS

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

A. Inventory

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

B. O & M period

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

C. Time of Operation

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

D. Lease payment

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

E. Responsibilities of bidder

1. Safety of men/ material will be responsibilities of the contractor up to completion of work at site in all respect.
2. The agency should ensure safe and sound O & M of the electric mini train/ toy train.
3. The contractor shall be responsible for any mishappening caused due to the defect in equipments during the use of the mini train/ toy train during the annual maintenance period.
4. The agency should take care not to cause any damage to the existing structure in the park. If any damage occurs he has to repair at his own cost.

5. Tenderer should have minimum 2 technicians (with address and Mobile No) to do the after sales service. He has to repair/replace any part/item damaged within 24 hours for minor damages and within seven days time for major damages from the date of occurrence of damage noticed. In case of failure, JDA will be free to carry out the repair/ replacement of any part damaged and double the amount of actual expenditure incurred plus proportionate operation & maintenance charges **for the period in which JDA carries out the work, will be deducted.** The payment of annual operation & maintenance will be made after the deduction of recovery and decision of JDA will be final in this regard.
6. Tenderer must have adequate experience in operating and maintaining the electric mini train/toy train.
7. Rate quoted by the contractor should include all taxes, excise duty, carriage, installation charges etc. in his rates.
8. Normally the payment of the work will be made only after the successful O&M of the electric mini train/toy train.

F. Maintenance

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

G. JDA Rights and intervention

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

H. Termination

JDA will be free to terminate/ end the paid annual operation & maintenance contract without assigning any reason at any time with one-month notice and no compensation will be payable on this account. In case the paid AOMC is terminated before schedule time. Security Deposit will be released after the end of AOMC after adjusting the dues if any.

I. Security Deposit

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

contract or any damage is made to property the cost of damage will be deducted from the deposited bid security.

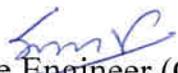
J. Disputes

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

K. Agreement

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

- L. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 shall be applicable.


Executive Engineer (Garden-I)
JDA, Jaipur

Signature of Bidder
With full name, address & phone.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Special Conditions of Bid

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

Special conditions will also be a part of contract agreement.


Executive Engineer (Garden-I)
JDA, Jaipur

Signature of Bidder
With full name, address & phone.

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal:-

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

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

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

- (2)** The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall 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) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Annexure D :Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

FORM No. 1
[see rule 83]

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

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

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

Place :

Date :

Appellant's Signature

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

BID DOCUMENT

FINANCIAL BID

Envelope no. 2

FOR

**“Operation and Maintenance of Electric Mini Train at Nehru Baloudhyan,
JDA, Jaipur.”**

Period of downloading of bid	From 02.05.2018 to 22.05.2018 upto 6:00 PM
Period of uploading of bid	From 02.05.2018 to 22.05.2018 upto 6:00 PM
Date of submission of D.D./ BC of Bid Cost, Bid processing fees & Bid Security	Upto 3.00 PM on 23.05.2018 to 25.05.2018 (Room No 215N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur)
Date of opening of technical bid	28.05.2018 at 11.30 PM (In the Chamber of Executive Engineer (Garden-I), JDA, Jaipur, Room no. CCC-TF-306)
Bid Cost	Rs. 500.00
O & M Period	5 (Five) Years
Estimated Procurement Cost	Rs. 30.00 lacs

NAME OF AGENCY M/s -----


Executive Engineer (Garden-I)
Jaipur Development Authority

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TERMS & CONDITIONS

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

A. Inventory

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

B. O & M period

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

C. Time of Operation

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

D. Lease payment

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

E. Responsibilities of bidder

1. Safety of men/ material will be responsibilities of the contractor up to completion of work at site in all respect.
2. The agency should ensure safe and sound O & M of the electric mini train/ toy train.
3. The contractor shall be responsible for any mishappening caused due to the defect in equipments during the use of the mini train/ toy train during the annual maintenance period.
4. The agency should take care not to cause any damage to the existing structure in the park. If any damage occurs he has to repair at his own cost.

5. Tenderer should have minimum 2 technicians (with address and Mobile No) to do the after sales service. He has to repair/replace any part/item damaged within 24 hours for minor damages and within seven days time for major damages from the date of occurrence of damage noticed. In case of failure, JDA will be free to carry out the repair/ replacement of any part damaged and double the amount of actual expenditure incurred plus proportionate operation & maintenance charges **for the period in which JDA carries out the work, will be deducted.** The payment of annual operation & maintenance will be made after the deduction of recovery and decision of JDA will be final in this regard.
6. Tenderer must have adequate experience in operating and maintaining the electric mini train/toy train.
7. Rate quoted by the contractor should include all taxes, excise duty, carriage, installation charges etc. in his rates.
8. Normally the payment of the work will be made only after the successful O&M of the electric mini train/toy train.

F. Maintenance

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

G. JDA Rights and intervention

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

H. Termination

JDA will be free to terminate/ end the paid annual operation & maintenance contract without assigning any reason at any time with one-month notice and no compensation will be payable on this account. In case the paid AOMC is terminated before schedule time. Security Deposit will be released after the end of AOMC after adjusting the dues if any.

I. Security Deposit

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

contract or any damage is made to property the cost of damage will be deducted from the deposited bid security.

J. Disputes

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

K. Agreement

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

- L. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 shall be applicable.


Executive Engineer (Garden)
JDA, Jaipur

Signature of Bidder
With full name, address & phone.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Special Conditions of Bid

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

Special conditions will also be a part of contract agreement.

Signature of Bidder
With full name, address & phone.


Executive Engineer (Garden-I)
JDA, Jaipur

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

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal:-

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

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

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

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall 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) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Annexure D :Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

FORM No. 1
[see rule 83]

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

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

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

Place :

Date :

Appellant's Signature

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

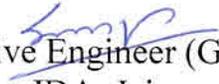
Name of work: - Operation and Maintenance of Electric Mini Train at Nehru Baloudhyan, JDA, Jaipur.

Place: - Tonk Road, Jaipur.

Schedule "G"

S. No.	Name of work	Unit	Amount payable to JDA Per Month (In Rs.)	
			In figures	In words
1	Annual operation and maintenance of the system (complete electric train, track & operating system) for 5 years including replacing any or all damage parts & running satisfactorily in all respect.	Per month		

Note:- GST will be payable extra by the bidder as applicable by Govt. Law.


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 copy.

Signature of Bidder
With full name, address & phone.