



JAIPUR DEVELOPMENT AUTHORITY
Room No. 101, 1st Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle,
Jawahar Lal Nehru Marg, Jaipur - 302 004
Telephone: +91-141-2569696

Annexure: 2

No:- JDA/Sr.Hort./2018-19/D-03

Dated: 03.05.18

NOTICE INVITING BID
NIB No. : Sr. Horti./2018-19/03

Name & Address of the Procuring Entity	➤ Name: Sr. Horticulturist, Jaipur Development Authority ➤ Address: Room No. NB-SF-205, IIIrd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan) ➤ Email: horticulturecell@gmail.com
Subject Matter of Procurement	Maintenance of JDA land around Jawahar Circle near by state Hanger Road, Bajri Mandi choraha and median Bajri mandi to Tonk Road for 2 year maintenance. (A&F No. 17/2018-19) Amount Rs. 609161.00
Time Period	24 Month
Bid Procedure	Single bid open competitive E bid procedure at eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in, http://eproc.rajasthan.gov.in
Website for online bid payment.	➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, online only. ➤ Bidding document fee: Rs. 250/- Rupees ➤ Tender Processing Fee: Rs. 500/- Rupees
Estimated Procurement Cost	➤ INR 05,86,000/- (Rupees Five Lacs Eighty Six thousand only)
*Bid Security Deposit	➤ Amount (INR): 2% (Rs.11720/-) of Estimated Procurement Cost (For A & AA class contractor registered in other department) ➤ Amount (INR): 0.5% (Rs. 2930/-) 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.
Bid Procedure	➤ Single stage open competitive bid (Financial Bid) through eBid procedure at http://eproc.rajasthan.gov.in
Publishing date on SPPP Portal	➤ 03.05.2018
Document sale/download/ Bid Participation amount deposit start date on JDA Portal	➤ 03.05.2018
Bid Submission Start Date on eProc Portal of GOR	➤ 03.05.2018
Document sale/download/ Bid Participation amount deposit End date on JDA Portal	➤ 17.05.2018 at 06:00 PM
Bid Submission End date on eProc Portal of GOR	➤ 17.05.2018 at 06:00 PM
Physical BG submission Start Date	➤ 18.05.2018 at 09:30 AM
Physical BG submission End Date	➤ 18.05.2018 at 06:00 PM

**Date/ Time/ Place of Bid Opening	➤ 21.05.2018 at 11:00 AM ➤ NB-SF-205, IIIrd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline.
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 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. 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 (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. 2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted. 3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process. 6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoI T&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.	


Sr. Horticulturist
JDA, Jaipur
 Procuring Entity

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.

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

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

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

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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of work: Maintenance of JDA land around Jawahar Circle near by state Hanger Road, Bajri Mandi choraha and median Bajri mandi to Tonk Road for 2 year maintenance.

SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :

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

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

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

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

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

SCHEDULE – 'D' : TEST OF THE MATERIALS :

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

SCHEDULE – 'E' : SAMPLES OF THE MATERIALS :

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

SCHEDULE – 'F' : TIME OF COMPLETION :

The work should start within 7 days of issue of work order and complete within the prescribed time period. In case of failure, the contractor shall be liable for action under the conditions of agreement and special conditions of the tender.

SCHEDULE – 'G' : BILL OF QUANTITIES : Attached separately.

SCHEDULE - 'H' : SPECIAL CONDITON : Attached separately.

SCHEDULE – 'I' : LIST OF THE MATERIAL TO BE SUPPLIED BY THE DEPTT :

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

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

As per details given in Annexure -2

SCHEDULE – 'K' : OTHER SPECIAL CONDITON : Attached separately

Signature of the Bidder
With full address

Sr. Horticulturist
JDA, Jaipur

SPECIAL CONDITIONS

SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level/cost?
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on 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 bay the JDA to the contractor.
05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the contractor for the payment of a sum of money arises out or under the contracts, the JDA shall be entered 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 a 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 effect such recoveries under P.D.R. Act.
07. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. 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.
11. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 9 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 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 dose not complete the work and the work has to be put to retendering, he shall stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit/Performance guarantee and other action under agreement
12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tarboiler, sprayer etc.
13. The contractor shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of contractors provide that work ;upto five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
15. 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-Incharge in writing.

Failing which, such material shall be removed by the Engineer-Incharge at risk and the contractor after expiry of 3 days period.

16. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.
25. The tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
28. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, will be applicable. if there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013 shall be applicable.

**Signature of Contractor
with full address & Mobile No.**


**Sr. Horticulturist
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 EC, 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.

SCHEDULE 'H': CONDITION OF CONTRACT

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

Format of (Bank Guarantee) -Encashable at branch of the bank in Jaipur City.

To
Secretary,
Jaipur Development Authority,
Jaipur

Sub:

Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of _____ [Name of the Bidder] against the Security Deposit for the work of "_____
_____" (Name of work)"

WHEREAS, _____ [name of Bidder with address] (hereinafter called "the Bidder") has submitted his Bid dated for the work of "_____
_____". (Name of Work) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we _____
_____ (Name of Bank) of having our registered office at _____
_____ [name of country] having our registered office at _____
(hereinafter called "the Bank") are bound unto Secretary, Jaipur Development Authority. (Hereinafter called "the Employer") in the sum of Rupees _____ [Amount of Security in figures] _____ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

That on demand of JDA, this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20____.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No ICICI 006754. Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]

जयपुर विकास प्राधिकरण, जयपुर

संधारण के कार्यों की नियम एवं शर्तें

अ. पात्रता :-

1. अन्य राजकीय विभागों/बोर्डों/निगमों/प्राधिकरणों में उद्यानिकी श्रेणी 'ए' एवं 'एए' में पंजीकृत एवं जयपुर विकास प्राधिकरण में प्राधिकरण के आदेश क्रमांक जविप्रा/तसनिअ-1/2014-15/डी-753 दिनांक 16.02.15 के अनुसार उद्यानिकी कार्यों (Horticultural work) हेतु निम्नानुसार निर्धारित श्रेणी में पंजीकृत संवेदक ही निविदा में भाग लेने के पात्र होंगे।

श्रेणी	कार्य की अनुमानित लागत राशि
H-I	कोई सीमा नहीं
H-II	रु. 100 लाख तक के कार्यों के लिये
H-III	रु. 50 लाख तक के कार्यों के लिये
H-IV	रु. 30 लाख तक के कार्यों के लिये

2. रोड साइड पर प्रति पांच किमी में विकास एवं संधारण हेतु एक ट्रेक्टर मय ट्रौली/टैंकर की आवश्यकता होगी जिसके रजिस्ट्रेशन एवं बीमा संबंधी सभी दस्तावेजों की प्रति निविदा के साथ संलग्न करने होंगे। प्रत्येक टैंकर पर पीछे की तरफ 3 फीट व्यास का पीले रंग का एक गोला बना हुआ होना चाहिये जिसमें लाल रंग का तीर का निशान हो तथा "On JDA Duty" लिखा हो।

ब. विकास एवं संधारण की शर्तें :-

1. पौधों की कटाई छंटाई पूरी रोड साइड, ग्रीनबेल्ट, मीडियन में एवं बाहर तथा आसपास की जंगली घास, खरपतवार, लेवनिंग, ड्रेसिंग इत्यादि की सफाई ठेकेदार को जी-शिड्यूल/कार्य प्रभारी के निर्देशानुसार करनी होगी।
2. पौधे के संधारण कार्य के अन्तर्गत प्रत्येक वर्ष न्यूनतम निम्न कार्य करने होंगे :-

क्र.सं.	कार्य का नाम	वर्ष में कराये जाने वाले कार्य की मात्रा
1.	पौधों में पानी देने का कार्य 20 लीटर प्रति वार प्रति पौधा/30 लीटर प्रतिवार प्रति वर्गमीटर	प्रत्येक माह में 10 बार एवं आवश्यकतानुसार
2.	पौधों में खाद देने का कार्य	वर्ष में दो बार (सितम्बर व फरवरी में)
3.	कीटनाशक दवा का प्रयोग	प्रत्येक माह एवं आवश्यकतानुसार
4.	निराई-गुड़ाई कर थॉवला बनाना (20 लीटर पानी आने योग्य)	प्रत्येक माह
5.	हैज कटिंग	प्रत्येक माह में एक बार एवं आवश्यकतानुसार

3. विभाग द्वारा किसी अन्य रोड साइड वृक्षारोपण में आवश्यकता पड़ने पर इस कार्य की दरों एवं शर्तों के अन्तर्गत कार्य करवाया जा सकता है।

4. संधारण के दौरान यदि संवेदक की लापरवाही या गलती से 10 प्रतिशत से अधिक पौधे नष्ट हो जाते हैं तो उस माह के संधारण का कोई भुगतान संवेदक को नहीं दिया जावेगा। संवेदक द्वारा नष्ट हुए पौधों के स्थान पर उचित मौसम पर उतनी ही ऊंचाई एवं उसी प्रजाति के पौधे रोपित करने होंगे। तदुपरान्त कार्यप्रभारी द्वारा कार्य प्रमाणीकरण की रिपोर्ट के अनुसार ही भुगतान देय होगा।
5. संवेदक को पेड़ों व पौधों को लगाने के पश्चात् एक वर्ष तक एक विशेष आकृति में साइट इंचार्ज के निर्देशानुसार ट्रीमिंग – प्रूनिंग करनी होगी।
6. निविदा में अलग-2 BSR Items की अलग-2 दरें किसी भी स्थिति में स्वीकार नहीं होगी एवं अलग-2 Item की अलग-2 दर अंकित करने पर निविदा को निरस्त कर दिया जावेगा। संवेदक द्वारा दी गई सशर्त निविदा बिना आकलन के निरस्त मानी जावेगी।
7. संवेदक द्वारा कार्य प्रारंभ करते ही कार्य प्रभारी द्वारा लगाये गये समस्त पेड़-पौधों का इन्द्राज साइट कार्य पंजिका में किया जावेगा। ठेका पूर्ण होने के पश्चात् संवेदक द्वारा कार्य प्रभारी को सभी पेड़-पौधे चार्ज में संभलवाने होंगे। तत्पश्चात् कार्य प्रभारी चार्ज में प्राप्त किये गये पेड़-पौधों का इन्द्राज कार्य पंजिका में करेगा। उसके पश्चात् ही कार्य का अंतिम बिल बनाया जावेगा।
8. संवेदक को एक वर्ष के संधारण के पश्चात् (कार्य समाप्ति के अन्त में) कार्य प्रारम्भ के समय लगाये गये पौधों की संख्या में से रोड विस्तार भवन निर्माण, सीवर लाइन आदि विकास कार्यों के दौरान नष्ट हुये पौधों की संख्या को कम करते हुये कम से कम 90 प्रतिशत की सं. के अनुसार पौधे स्वस्थ एवं सही हालत में पेड़/झाड़ियां कार्य प्रभारी को चार्ज में संभलाने होंगे। 90 प्रतिशत से कम संख्या में पौधे चार्ज में संभलवाये जाने पर 90 प्रतिशत से कम हुये पौधों की संख्यानुसार उनके विकास एवं संधारण पर किये गये खर्च की दुगुनी राशि संवेदक से वसूल की जावेगी।
9. कार्य की महत्ता को देखते हुये कार्य का विभाजन प्राधिकरण द्वारा किया जा सकेगा एवं न्यूनतम दरों की सीलिंग दर मानते हुये अन्य एजेन्सियों से भी यह कार्य प्राधिकरण द्वारा कराया जा सकेगा।
10. समय समय पर केन्द्र/राज्य सरकार द्वारा लागू करो की कटौती नियमानुसार प्रत्येक बिल के भुगतान से की जावेगी।
11. जी शिडयूल में अंकित बी.एस.आर./नॉन बीएसआर के आईटमों की मात्रा में RTPP ACT 2012 & RTPP Rule 2013 के प्रावधानों तक कटौती एवं बढ़ोतरी की जा सकती है।
12. संवेदक के द्वारा अनुबंध की शर्तों का उल्लंघन अथवा G-Schedule के अनुसार कार्य नहीं पाये जाने पर अमानता/सुरक्षा राशि जब्त कर संवेदक के विरुद्ध RTPP ACT 2012 & RTPP Rule 2013 के प्रावधानों के अनुसार आवश्यक कार्यवाही यथा फर्म को डी-बार करना जैसी कार्यवाही भी की जा सकेगी।
13. संवेदक को कार्य आदेश मिलते ही वृक्षारोपण-विकास कार्य प्रारंभ कर उपलब्ध क्षेत्र में एवं जिस क्षेत्र में सिविल कार्य किये जाने हैं वह कार्य पूर्ण होने पर कार्य एक माह में पूर्ण करना होगा। समय पर कार्य पूर्ण नहीं होने पर विभाग द्वारा संवेदक को बिना सूचित किये किसी अन्य संवेदक से प्रचलित/बाजार दर से कार्य करवा लिया जावेगा एवं विभाग द्वारा वहन अतिरिक्त राशि संवेदक से वसूल की जा सकेगी तथा अनुबंध के निस्तारण हेतु RTPP ACT 2012 & RTPP Rule 2013 के प्रावधानों के अनुसार आवश्यक कार्यवाही की जायेगी।

14. निविदा में बीएसआर दरों से कम दरें अंकित करने पर संवेदक द्वारा बैंक गारंटी कार्यकारी समिति की 215 वीं बैठक दिनांक 06.11.17 के एजेण्डा सं. 215.31 के निर्णय अनुसार मुख्य अभियंता, सार्वजनिक निर्माण विभाग के परिपत्र क्र. CE/PWD/D&T/Cir./D-123 दिनांक 27.09.17 में दिये गये प्रावधानों के अनुसार प्रस्तुत करना आवश्यक होगा। बैंक गारंटी जयपुर ब्रांच की Payable होनी चाहिये।
15. संवेदक के द्वारा अनुबंध की शर्तों का उल्लंघन अथवा निम्न गुणवत्ता के कार्य कराये जाने पर अमानत राशि के साथ बैंक गारंटी भी जब्त कर संवेदक को एक वर्ष के लिए टेण्डर में भाग लेने से डी-बार किया जा सकेगा।
16. अघोहस्ताक्षरकर्ता को बिना कारण बताये निविदा को निरस्त करने का पूर्ण अधिकार होगा।
17. उपरोक्त कार्यों के सम्बन्ध में उत्पन्न विवादों का न्याय क्षेत्राधिकार जयपुर होगा।
18. उक्त निविदा की नियम एवं शर्तों में वर्णित किसी शब्द या वाक्य के निर्वचन से सम्बन्धित विवाद के सम्बन्ध में जयपुर विकास आयुक्त द्वारा लिया गया निर्णय अन्तिम एवं मान्य होगा।
19. संवेदक कार्य के दौरान किसी प्रकार की दुर्घटना, श्रमिकों की सुरक्षा, न्यायिक विवाद, प्रोविडेंट फण्ड आदि के लिये श्रमिक अधिनियम अनुसार स्वयं जिम्मेदार होगा।
20. संवेदक द्वारा आवश्यक सभी उद्यान संबंधी उपकरणों एवं मशीनरी यथा ट्रेक्टर मय ट्रौली/टैंकर की व्यवस्था स्वयं के स्तर पर करनी होगी।
21. भविष्य में उक्त मार्ग पर इस हेतु नियुक्त वास्तुकार द्वारा प्रस्तुत किये जाने वाले प्लान अनुरूप नवीन विकास कार्य किये जाकर सौन्दर्यीकरण का कार्य किया जाना है, जिसके अनुसार जिस क्षेत्र में विकास कार्य किया जावेगा उसके अनुरूप उस क्षेत्र के संधारण कार्य को घटाया अथवा बढ़ाया जा सकता है।
22. पौधा नष्ट होने पर संवेदक को उतनी ही ऊँचाई व उसी प्रजाति का पौधा अनुकूल मौसम में लगाना होगा, यदि नष्ट हुआ पौधा सात दिवस में नहीं बदला गया तो पौधे की कीमत सहित उस पौधे पर किया गया समस्त व्यय "जी" शिड्यूल की निर्धारित दर की दुगुनी दर से वसूल किया जावेगा।
23. क्षेत्र में वृक्षारोपण के संधारण कार्यों हेतु पानी पिलाने वाले श्रमिक के अतिरिक्त मीडियन हेतु 1 श्रमिक एवं ग्रीन बेल्ट हेतु 2 श्रमिक कुल 3 श्रमिक प्रति दो किलोमीटर एवं प्रत्येक कार्यस्थल ट्राइएंगल, सर्किलों पर एक श्रमिक उपस्थित होना आवश्यक है जो निरन्तर नौ बजे से पांच बजे तक यातायात विभाग द्वारा निर्धारित वर्दी में उपस्थित रहकर संधारण कार्य करते हुए पाये जाये, अन्यथा अनुपस्थित पाये गये श्रमिकों की कटौती बी.एस.आर. 2016 की दर से दुगुनी राशि बिल से कटौती की जावेगी।
24. संवेदक को प्रत्येक वर्ष में 2 बार में 4 किलो (सितम्बर में 2 किलों व फरवरी में 2 किलो) गोबर की कम्पोस्ट खाद प्रति पौधा में वरिष्ठ उद्यानविज्ञ या प्राधिकरण के अधिकृत प्रतिनिधि की उपस्थिति में डालनी होगी, इसके लिये कोई अतिरिक्त राशि देय नहीं होगी। निर्धारित समय पर निर्धारित मात्रा में खाद नहीं डालने पर पौधे पर अब तक किये गये व्यय की राशि की वसूली संवेदक से की जावेगी।
25. किसी भी रोड साइड मीडियन एवं ग्रीनबेल्ट के विकास/सौन्दर्यकरण कार्य का निरीक्षण वरिष्ठ उद्यानविज्ञ अथवा उद्यान शाखा के प्रतिनिधि द्वारा किसी भी समय किया जा सकता है। कार्य की प्रत्येक बार के लिये संधारण में कमी पाये जाने पर बी.एस.आर. 2016 की दुगुनी दर से वसूली की जावेगी।

द - भुगतान की शर्त :-

1. प्रत्येक माह की 5 तारीख तक संवेदक को कार्य बिल इस कार्यालय में प्रस्तुत करना होगा। संवेदक द्वारा प्रत्येक माह की 5 तारीख के पश्चात् बिल प्रस्तुत करने पर उस बिल राशि की 5 प्रतिशत राशि पेनल्टी के रूप में बिल से काट ली जावेगी।
2. संवेदक को भुगतान किये जाने वाले बिलों में CGST/GST, आयकर एवं अन्य राशि की कटौती सरकार द्वारा समय-2 पर जारी नियमों के अनुसार देय होगी।
3. मासिक भुगतान दैनिक विवरणिका कार्यप्रभारी/क्षेत्रीय वन अधिकारी द्वारा भरी हुई एवं वरिष्ठ अधीक्षक उद्यान द्वारा समय-समय पर चेक की हुई प्रविष्टियों के आधार पर किया जायेगा।
4. जमा की गई Security Deposit की जमा/रनिंग बिलों से काटी गई राशि कार्य अनुबंध के सफलतापूर्वक समाप्त होने के 3 माह पश्चात ही लौटाई जावेगी।



वरिष्ठ उद्यान विज्ञ
जयपुर विकास प्राधिकरण, जयपुर।

संवेदक के हस्ताक्षर
नाम व पूर्ण पता मय फोन नं.

Jaipur Development Authority, Jaipur

G-Schedule

Name of work :- Maintenance of JDA land around Jawahar Circle near by state Hanger Road, Bajri Mandi choraha and median Bajri mandi to Tonk Road for 2 year maintenance.

BSR Item

BSR 2016

S.N.		Particulars	Unit	Qty	Rate	Amount
1	H.4.1 (a)	Preparation of soil including cleaning & removing of unwanted shrubs removal of stones & garbage.	Per 100 Sqm.	21594	95.00	20514.30
2	1.1	Supply of dry manure including loading unloading, transportation & stacking at site.				
	1.1.1	Fram yard manure (organic).	Cum.	10	380.00	3800.00
3	H.4.1 (b)	Digging of pits size 60x60x60 cms. Including removal of stones. Manuring applicable of insecticides & watering atleast 15 litre per plant after planting.	Per Pit.	51	19.00	969.00
4	JDA BSR	Digging of pits of size 0.45 x 0.45x 0.45 m or (0.50+0.40)/2 x (0.50+0.40)/2 x .45 m				
		Clayey loam soil	Pit	200	8.55	1710.00
5	3.3	Planting of trees / Shrubs / hedge & climbers plants at desired distance in a row & watering.	100 Plants.	200	19.00	38.00
6	1.12	Supply of different varieties of tree / shrubs / climbers according to height and age of the plant at site including loading/ unloading & transportation etc. complete :				
	1.12.2	Different varieties of shrubs 900 mm.	Each	200	152.00	30400.00
7	JDA BSR	Supply of different varieties of trees according to height and dia of the plant at site including/ unloading & transportation etc. complete				
		Different flowering plants 3000 MM Height, Girth 10 to 16 cm at collar ht.	Each	51	300.00	15300.00
8	H-4 2	Maintenance of plants by the contractor including of pits/ bids watering preparation of Thavala hoeing weeding etc. & application of insecticides etc. & security if the plant during maintenance contractor has to replace same height plant at his own cost.	Per plant per month	54000	9.50	513000.00
		Total				585731.30

Tender percentage in figures ----- above/below

Tender percentage in words ----- above/below

Signature of the Contractor


Sr. Horticulturist