

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

No. JDA/ E.E/ (HQ) /2021-22/D-505

Dated :- 21.12.21

NOTICE INVITING BID

NIB No. JDA/EE-HQ/15/2021-22

Name & Address of the Procuring Entity	Executive Engineer (HQ), Jaipur Development Authority Address: Room No 143, First Floor, Main Building Ram Kishore VyasBhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 (Rajasthan)
Subject Matter of Procurement	Regular cleaning & maintenance of water storage tanks in jda office campus and residential flats at lal kothi, malviye nager and sethi colony for year 2021-22 & 2022-23 Job No. Sep/187/2021-22
Bid Procedure	(eg. Single-stage Two part (envelope) open competitive) eBid Single-Stage
Bid Evaluation Criteria (Selection Method)	(eg. Least Cost Based Selection (LCBS)-L1) LCBS-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application participation and payment *	Website: www.jda.urban.rajasthan.gov.in For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit online only. <ul style="list-style-type: none">• Bidding document fee: Rs 100.00 (Rupees Two Hundred Fifty only)• RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only)• Requisite Bid Security Deposit,
Estimated Procurement Cost	INR Rs. 5.15 /- (Rupees Five Lacs Fifteen Thousand only)
Bid Security Deposit	<ul style="list-style-type: none">• All the eligible contractors should be submit bid security declaration on non-judicial stamp of Rs. 50/- as per order issued by finance department (GF & AR) GoR dated 23-12-2020 (Declaration attached with tender document).• Eligibility: Bidder who is A and AA class contractor registered in other Government Department and Bidder registered as contractor AA, A & B in JDA.
Date/Time/Place of Pre-Bid	NA
Applying Bid and making Online Payment on JDA Portal (www.jda.urban.rajasthan.gov.in)	Start Date: 22-12-2021 from 10.00 AM onwards End Date: 29-12-2021 upto 6.00 PM In Case EMD in form BG Original Bank Guarantees is to be submitted in Room no. NB-SF- 215E (Room No. of DD (E&B) of Extinction Building, Jaipur Development Authority by 28-12-2021 at 2.00 PM
Bid submission on e-Procurement portal of GOR (www.eproc.rajasthan.gov.in)	Start Date: 22-12-2021 from 10.00 AM onwards End Date: 29-12-2021 upto 6.00 PM
Date/ Time/Place of Technical Bid Opening	NA
Date/ Time/Place of Financial Bid Opening	Date 30-12-2021 at 2.00 PM Room No 143 First Floor, Main Building Ram Kishore VyasBhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 (Rajasthan)
Completion period of work	2 Year
Bid Validity	120 days from the bid submission deadline
*Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL processing Fee online through JDA Portal. The bid security options available in tender for participants are as mentioned below.	

SCHEDULE 'A' INFORMATION USEFUL FOR THE CONTRACTORS :

The tenderer should see the site and fully understand the condition of the site before tendering and include all lead, lifts etc. for the material in his item rate/percentage to be quoted on the rates as given in the schedule 'G' Then work shall be carried out in accordance with the Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer-Incharge of the work.

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

The drawing may be seen in office of the undersigned.

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

List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after depositing necessary cost within JDA.

SCHEDULE 'D' TEST OF THE MATERIALS :

The test of the material and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standards and or the standards laid down in the detailed specification of the Public works Deptt. Proper quality control is required to be maintained by the contractor qualified personal as required under the contractor enlistment's rules duly approved by the Deptt. Shall have to be engaged at site by the contractor. The deptt. reserves the right to engage such staff and recover the expenses from the contractor on such account 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 Incharge and be got approved by him before use.

SCHEDULE 'F' TIME OF COMPLETION :

The work should start within Seven days of issue of work order and complete times limits.

The bidders are required to sign enclosed annexure A,B,C &D, in case of appeal under article 38 of RTPP Act. 2012, JDC, is first appellate authority and EC, is IIInd appellate authority.

SCHEDULE 'G' : ATTACH SEPARATELY BASED ON 2016 JDA BSR.

SCHEDULE 'H' : SPECIAL CONDITION & Term Condition: ATTACHED SEPARATELY.

SCHEDULE 'I' : List of material to be supplied by THE Department:

Cement if available in JDA store shall be issued @ the prevailing stores issue rate of JDA + 5% storage charges at the time of issue of cement.

Material if available time JDA store shall be issued @ the prevailing stores rate of JDA + 5% storage charges.

Annexure-3 : Special Provision of the work plan- Qualification criteria and methodology of roads category - I&II.

SCHEDULE 'J' : COST OF BID DOCUMENTS, PROCESSING FEES & EARNEST MONEY.

1. Date of submission of Bid Cost, Process Cost & EMD upto **29-12-2021** upto 6.00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid applying, Online payment & Bid submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.
2. A bidder can submitted bid security deposit through bank guarantee, if a bidder opt bid security to be deposited through Bank guarantee, the bank guarantee should be valid for next **Nine** month after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system on JDA i.e. D.D.(E&B) in room No. NB-SF- 215E of Extinction Building, Jaipur Development Authority, Jaipur, as per specified in bid documents, Annexuer-5. Bank Guarantee Will be in specified Performa enclosed with this bid documents.

Annexure '1' : As part of NIB Document

Annexure '4' : Template of Online Receipt as part of NIB Document

Annexure '5' : Specified Performa of Bank Guarantee.

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

Annexure 'B' : Declaration by the Bidder regarding Qualifications.

Annexure 'C' : Grievance Redressed during Procurement Process.

Annexure 'D' : Additional Conditions of Contract.

Executive Engineer (HQ)
JDA, Jaipur

For Example

Annexure: 4

Template of Online Receipt as part of NIB Document

Bidder has to submitted as proof of deposited amount against the Bid on e-Procurement Portal

Jaipur Development Authority

Bid Participation Receipt

Date & Time : 09/06/2015 05:13 PM

Bid Detail

Bid Id : 6215152001	Procurement Entity : XXXXXXXXXXXXXXXX
Bid Title : Testing	
Bid Value : 300000	Bid Opening Place : Manthan Hall, Jaipur Development Authority

Bidder Detail

Name of Entity :	XXXXXXXXXXXXX	Mobile:	9829012345
Registration Type:	Individual	Instrument Amount :	32500.00
Payment Mode:	Online/UTR	Payment Channel :	Payment Gateway/ICICI Branch - JDA
Instrument No :	456123789	Instrument Date :	17-06-2015

Dates Detail

Sr. No.	Event Name	Event Date
1	Publishing Date	01/06/2015 01:00 PM
2	Bid Opening Date	01/07/2015 03:00 PM

Specific Instrument Detail for eProc Rajasthan

Instrument Type: DD			
Instrument Number	Head Name	Amount	Date
10000	Tender Fee	400.00	05/06/2015
10001	RISL Processing Fee	1000.00	05/06/2015
10002	Bid Security Deposit	30,000.00	05/06/2015

Issuer Detail : Jaipur Development Authority **ChallanNumber:** 641515600014

Specified Bank Guarantee Performa

Section - 6

Form of (Bank Guarantee) -En cashable 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 datedfor 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 0006754. 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.]

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 bidder at his own level/cost.
02. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
03. The bidder shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause an audit technical examination of the work and the final bills of the bidder 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 bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder 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 bidder was paid less than that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the bidder.
05. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Wherever any claim against the bidder for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the bidder, In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The bidder shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
07. The rate quoted by the bidder shall remain valid for a period of 4 (Four) months from the date of opening of the bids.
08. By submission of this bid the bidder 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 bidder and conditional bid is liable to be rejected.
10. All transaction in this execution of this work and this bid will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his bid prior to expiry of said validity period given at S.No. 7 or mutually extended period or makes modifications in the rate, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding he will stand debarred for 6 Months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement.
12. The bidder shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
13. The bidder shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of bidder provide that work up to the times limit for which they are qualified for bidding can be allotted to them, Therefore, before bidding the bidder will keep this in

- mind, and submit the details of the work. Bids with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site have to be removed by the bidder within a period of 3 days of the instruction, issued by do Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the bidder after expiry of 3 days period.
 16. The material collected at site and paid provisionally shall remain under and ward of the bidder till it is consumed, fully on the work.
 17. The rates provided in bid documents are inclusive of all Taxes and royalty.
 18. For paver work at least 3 road rollers shall be simultaneously deployed.
 19. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
 20. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule Source/borrow pit area for earth shall have to be arranged by the bidder at his own cost.
 21. Undersigned has full right to reject any or all bids without given any reasons.
 22. Mortar of Masonry work and lean concrete will be permitted by 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 bidders are required to submit copy of their enlistment as bidder.
 26. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
 27. Any bid received with unattested cutting/ overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
 28. All the provision 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 provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT 2012 and Rules 2013 shall be applicable.
 29. निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा Online नहीं जमा कराई जावें, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नहीं की जावेंगी।
 30. नगरीय विकास आवासन विभाग के आदेश क्रमांक प01(24)नविवि/I/2020 लूज जयपुर, दिनांक 20.09.2021 के अनुसार "निविदाओं में संवेदकों द्वारा बी.एस.आर दर से कम दर डालने पर अन्तर राशि (At PAR की दर से जितनी कम है) वर्क परफोरमेंस गारन्टी के रूप में कार्य प्रारम्भ करने से पूर्व ली जायेगी तथा इसे कार्य के सन्तोषजनक रूप से पूर्ण होने के पश्चात दोष निवारण अवधि में कार्य की स्थिति सन्तोषजनक पाये जाने पर दोषनिवारण अवधि उपरान्त वापस लोटा दिया जावेगा। न्यूनतम दर दाता की बोली नियमानुसार स्वीकृत कर Letter of acceptance (LOA) जारी किया जावेगा एवं बी.एस.आर. दर से कम दर की अन्तर राशि की BG/FDR/NSC प्रस्तुत करने हेतु 14 दिवस का समय दिया जायेगा। अन्तर राशि जमा नहीं कराने पर BID Security की राशि नियमानुसार जब्त कर ली जावें। यदि संवेदक वर्क परफोरमेंस गारन्टी राशि जमा कराने के पश्चात् कार्य सन्तोषजनक रूप से पूर्ण नहीं करता है अथवा दोष निवारण अवधि में कार्य में खराबी होती है तो उसकी वर्क परफोरमेंस गारन्टी की राशि जब्त कर ली जावे एवं अनुबन्धानुसार अन्य कार्यवाही भी संपादित की जावें।" (आदेश संलग्न).

SIGNATURE OF CONTRACTOR
WITH FULL ADDRESS:

Executive Engineer (HQ)
JDA JAIPUR

JAPUR DEVELOPMENT AUTHORITY, JAIPUR

Detail Specifications of Work:

Schedule-I

Mechanized cleaning of Reservoirs comprises following stages as mentioned below:

Stage-1: mechanized dewatering

Mechanized dewatering should be done by submersible dewatering pump having suitable outlet discharge and control panel without any trouble.

Stage-II: desalting and removal of left over dirty water and sludge with a sludge removal pump

Proper sludge pump and wash out pipes should be used.

Stage –III: Cleaning of wall , ceiling and floor by high pressure water jet with the help of equipments which creates a pressure of 100-150 bar

Cleaning Should be done by high pressure cleaner with following specification:- fully automatic control auto start stop, imported high pressure cleaning machine having F-class insulation projection,. The Heavy duty machine Should Be operated by HPC operator, on continuous duty, in variable fully adjustable mode from working pressure, of 100-150 bar.

The machine should Have imported twin steel core protection Rubber high pressure hose to safely withstand operating pressure of 250 bar, and two cleaning lances, One with rotary jet and second one a flat jet for effective drinking water tank cleaning operation.

Stage-IV: Removal of remaining sludge from the floor with the help of industrial vacuum cleaner.

- (a) Removal of remaining sludge with the help of Imported Heavy duty Industrial Vacuum cleaner and sludge sucker having Max Power of 1200 Watt with suitable heavy duty rugged Motor.
- (b) Imported sludge sucker should be a part of the high pressure system which sucks and throws the same out of the tank this must handle solid partials as well.

Stage- V: Spraying of non toxic, biodegradable, e co-friendly anti bacterial agent certified by a Govt. approved laboratory to disinfect the tank from all harmful pathogens. The dose utilized should be safe as per the OECD guidelines 423 adopted on 17th December 2001.

Before issuing work order necessary certification should be attached.

Stage-VI; Treatment of inside tank by exposing UV radiation to kill further suspended or floating bacteria, if any.

Treatment of inside tank be done by exposing UV radiation by imported heavy duty UV radiator. The radiator must be totally portable and effective for final sterilization of drinking water tank for elimination of floating and suspended bacteria.

Stage-VII: Site Clearance.

All the waste/Sludge should be disposed off to the dumping sit of JDA/JNN from the site after cleaning of reservoirs as per direction of Engineer-in-charge.

Safety equipment's and tooling:

All safety gadgets like safety belts, special safety ladders, helmets, heavy duty gum boots, electric safety gloves and special working gloves, safety masks, aprons etc. for complete security & operation be used by will trained operators.

SIGNATURE OF CONTRACTOR

With full address:

Executive Engineer (HQ)

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

Conflict of Interest :-

The Bidder participating in 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 a 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 is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B : Declaration by the Bidder regarding Qualifications
Declaration by the Bidder

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

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

Date :

Place :

Signature of bidder

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is JDC

The designation and address of the Second Appellate Authority is EC

(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) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies 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.

FORM No. 1

[See Rule 83]

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

Appeal No. of

Before the (First/Second Appellate Authority)

1. Particulars of appellant :

(i) Name of the appellant :

(ii) Official address, if any :

(iii) Residential address :

2. Name and address of the respondent (s) :

(i)

(ii)

(iii)

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

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

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

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

7. Prayer :

Place

Date

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

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

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 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 is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work :- Regular cleaning & maintenance of water storage tanks in jda office campus and residential flats at lal kothi, malviye nager and sethi colony for year 2021-22 & 2022-23.

BSR For : 2016 JDA BSR (Building Works)-2015-2016

"G" -Schedule

S.No.	Item	Unit	Qty.	Rate	Amount
1	Mechanised cleaning of storage tanks comprises of following 6 stage as mentioned below : 1. Mechanical dewatering 2. Desalting removal of leftover dirty water and sludge with sludge pump 3. Cleaning of wall, ceiling and floor by high pressure water jet with help of equipments which creates a pressure of 100-150 bar 4. Removal of remaing sludge from floor with the help of industrial vacuum cleaner. 5. Spraying of non toxic, bio degradable ecofriendly and bacterial agent certified by a govt approved laborary to disinfect the tank from all harmful pathogens. The dose should be safe as per the UECD guidelines & 23 adopted on 17 th december 2001. 6. Treatment of inside tank by exposing UV radiation to kill further suspended or floating bacteria if any	litre	23,40,000.00	0.22	514800.00
	Total				514800.00

Executive Engineer (H.Q.)
JDA, Jaipur