



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

BID DOCUMENTS

FOR THE WORK OF

CONSULTANCY SERVICES FOR PREPARATION OF ESMS

REPORT FOR FIVE ROB/RUB PROJECTS : SITAPURA,

DANTLI, BASSI, JAHOTA & ANANDLOK IN JDA REGION,

JAIPUR.

EXECUTIVE ENGINEER, ROB-RUB-IV, J.D.A. JAIPUR.

TABLE OF CONTENTS

S No.	Description	P.No
1	Section 1- Notice Inviting Bids	3-6
2	Section 2- Instructions to bidders	7-12
3	Section 3- Conditions of Contract & Terms of Reference	13-21
5	Section 4- Technical Proposal Format	22-24
6	Section 5- Form of Financial Bid (Annexure-I)	25
7	Forms of Bid Securities (Annexure-II)	26-28
8	Form of Agreement (Annexure-III)	28-29
9	Affidavit for not being blacklisted (Annexure-IV)	30
10	Form of RTPP Act , (Annexure A,B,C,D)	31-37

SECTION - 1

NOTICE INVITING BIDS

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC TF 313 B Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004
Telephone: +91-141-2569696 e.mail: joharivmj2009@gmail.com

No:- JDA/EE/ROB,RUB-IV/2017-18/D-94

Dated: 19.05.2017

NOTICE INVITING BID

NIB No. : JDA/EE- ROB,RUB-IV/01/2017-18

"On Line" Bids are invited upto **6.00 PM** of 19.06.2017 for "CONSULTANCY SERVICES FOR PREPARATION OF ESMS REPORT FOR FIVE ROB/RUB PROJECTS - SITAPURA, DANTLI, BASSI, JAHOTA & ANANDLOK" IN JDA REGION, JAIPUR, estimated cost of Rs.19.00 Lacs. The last date for applying bid and making online payment on JDA portal is upto **6.00 PM** of 19.06.2017. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and 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. For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee "On Line" only, but Bid Security Deposit can be deposited "On Line" or through BG.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

(V.M.Johari)

Executive Engineer
(ROB,RUB-IV)

JDA, Jaipur

Detailed NIB

Name & Address of the Procuring Entity	<p>➤ Name: Executive Engineer (ROB,RUB-IV), Jaipur Development Authority</p> <p>➤ Address: Room No. Room No 313-B, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)</p> <p>➤ Email: joharivmj2009@gmail.com</p>
Subject Matter of Procurement	➤ "CONSULTANCY SERVICES FOR PREPARATION OF ESMS REPORT FOR FIVE ROB/RUB PROJECTS - SITAPURA,DANTLI, BASSI, JAHOTA & ANANDLOK" IN JDA REGION, JAIPUR. Job No. 287/2014-15.
Bid Procedure	➤ Two part Open Competitive E-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	L1 (e.g. Least Cost Based Selection (LCBS-L1))
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment *	<p>➤ Website: www.jda.urban.rajasthan.gov.in</p> <p>➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee and RISL Processing Fee and Bid security deposit, online only.</p> <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 250/- (Rupees Two Hundred Fifty only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ○ Requisite Bid Security Deposit as mentioned below.
Estimated Procurement Cost	➤ INR 19.00 Lacs (Rupees Nineteen Lacs Only)
Bid Security Deposit	Amount (INR: 2% (Rs 38,000.00) of Estimated Procurement Cost, 0.5% (Rs.9500.00) of S.S.I. of Rajasthan, 1% (Rs 19000.00) 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 Government Department / 0.5% for Bidder registered as contractor in JDA for such work). In case of Departments' 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.
Completion Period	24 Months.
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	<p>Start Date 30.05.2017.at 10.00 AM onwards</p> <p>End Date: 19.06.2017 upto 6.00 PM</p> <p>In case EMD in form BG Original Bank Guarantee is to be submitted in Room No. MB-SF-215E (Room No. of DD(E&B), of Extension Building, Jaipur Development Authority, JLN Marg, Jaipur by 21.06.2017 up to 3.00 PM</p>
Bid submission on e-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	<p>Start Date ..30.05.2017 at 10.00 AM onwards</p> <p>End Date: 19.06.2017.upto 6.00 PM</p>
Date/ Time/ Place of hnical Bid Opening	<p>21.06.2017 at 4.00 PM</p> <p>➤ Jaipur Dev. Authority, Room No. 313 B, TF, CCC Building Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)</p>
Bid Validity	➤ 120 days from the bid submission deadline

(V M Johari)
 Executive Engineer (ROB,RUB-IV)
 JDA, Jaipur

SECTION - 2

INSTRUCTIONS TO BIDDERS (ITB)

1. GENERAL :

The work is proposed to be executed under the following relationship: -

- a) Client : Jaipur Development Authority, Jaipur. (JDA)
- b) Employer : Secretary, Jaipur Development Authority, Jaipur.
- c) Engineer-in-Charge/ Engineer : **Executive Engineer, ROB,RUB-IV, JDA, Jaipur.**
- d) Consultant : The successful Bidder to whom the work is awarded shall become the Consultant for the execution of this work.
- e) Categorization of Project

For Environmental Aspect	The project is categorized as E2 Category for which Initial Environmental Examination (IEE) Report along with Environmental Management Plan (EMP) is required to be submitted.
For Social Aspect	Since the project involves land acquisition, the project is categorized as S2 Category for social aspect for which Short Resettlement Plan (SRP) needs to be prepared and submitted.

- f) Following abbreviations have been used in this bid document.

S.No.	Abbreviation	Stands For
1.	AHs	Affected habitats
2.	APs	Affected persons
3.	ATR	Action Taken Report
4.	EIA	Environmental Impact Assessment
5.	EMP	Environment Management Plan
6.	ESMS	Environmental & Sustainability Management System.
7.	IEE	Initial Environmental Examination
8.	JDA	Jaipur Development Authority, Jaipur.
9.	NABET	National Accreditation Board of Education and Training.
10.	NCRPB	National Capital Region Planning Board, New Delhi.
11.	SRP	Short Resettlement Plan
12.	QCI	Quality Council of India.

2. Eligible Bidders

- i. This invitation of Bids is open to Consultants (**JV not allowed**) QCI/NABET accredited EIA Consultant Organizations for which necessary proof shall, have to be enclosed / uploaded.
- ii. At the time of bidding the QCI- NABET accreditation must be valid till six months after due date or extended date, whichever later, of submission of bid for which necessary proof shall, have to be enclosed / uploaded without which bid will be rejected.
- iii. The consultant who are blacklisted or debarred from any central/state Govt. or Govt. undertakings are not eligible for this work, undertaking as per **Annexure IV** to be submitted.¹
- iv. The consultant should have completed ONE assignment of similar nature of work of any central/state Govt. or Govt. undertakings/ Railways, in the last Three financial years each costing not less than Rs. 11.40 Lacs (@ 60% of Bid Value), Certificate issued by officer not less than rank of Executive Engineer to be submitted / uploaded, without which bid will be rejected. "**Similar nature of work**" would mean preparation and acceptance of ESMS report of any ROB/RUB/Elevated Road/ Grade Separator/High Level Bridge/ Infra structure project).
- v. The consultant should have minimum financial turnover of Rs.20.00 Lakhs in any one of the last Three financial years, certificate duly attested by CA to be uploaded, without which bid will be rejected.

Note:-

The present price level for turnover, cost of completed work & amount of similar nature, the previous year's value shall be given weight age of 10% per year as follows:-

- | | |
|-----------------------------------|------|
| (a) For Current Year - 2017-18 | 1.00 |
| (b) For last year - 2016-17 | 1.00 |
| (c) For one year before - 2015-16 | 1.10 |
| (d) For two year before - 2014-15 | 1.21 |
- vi. The consultant, in continuation of Clause 2(ii) shall get extend the validity of accreditation from QCI/ NABET before its expiry and have a valid accreditation through out the period of consultancy work failing which action as per TOR will be taken which may lead to debarment, penalty or both. The consultant should be well aware of the provisions of Environmental Protection Act 1986 and other relevant rules.
 - vii. The consultant should also be well aware of Building and Other Construction Workers (BOCWA) Act 1996 and Rajasthan Building and other Construction Workers (Regulation of Employment and conditions of Service) Rules 2009.

- viii. The consultant should also be well aware of working of NCRPB and its relevant requirements in sanctioning and disbursement of loan to JDA for this work.
 - ix. The consultant should be registered for Service Tax.
3. The JDA require Consultants to observe the highest standard of ethics during selection process and the execution of contracts. If it is found at any time that a Consultant has misrepresented himself, or provided false information, he is liable to be disqualified.
 4. Bidders may carefully note that they are liable to be disqualified at any time during Bidding process in case any of the information furnished by them is not found to be true. In addition the Bid Security of such Bidder shall be forfeited. The decision of Employer in this respect shall be final and binding.
 5. The Bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies and other circumstances in execution of the work. It shall also carefully read and understand all the obligations and liabilities given in Bid documents.
 6. The Bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the Bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the Bidder's own expenses. It is a condition of the Bid that the Bidder is deemed to have visited the site and satisfied itself with all the conditions prevailing including any difficulties for executing the work.
 7. All the pages of the Bid documents submitted by Bidder shall be signed, stamped and uploaded on E Procurement system by the Bidder or his representative holding the Power of Attorney (Enclose original/attested photocopy of the Power of Attorney).

8. Bid Security (BS)

The Bidder must furnish the Bid Security, failing which the Bid shall be summarily rejected. The Bid Security shall be deposited on line only.

9. Forfeiture of Bid Security :

The Bid Security of the Bidder shall be forfeited if he withdraws his Bid during the period of Bid validity specified in the "Notice Inviting Bid" or extended validity period as agreed in writing by the Bidder.

The Bid Security of the successful Bidder is liable to be forfeited if he fails to;

- i) sign the Contract Agreement in accordance with the terms of the Bid, or
 - ii) furnish Performance Guarantee in accordance with the terms of the Bid, or
 - iii) commence the work within the time period stipulated in the Bid.
- a. In case of forfeiture of BS, the Bidder can be debarred from Bidding in case of re-invitation of the Bids and also for further 3 years.
 - b. Return of Bid Security :

- i. The Bid Security of the unsuccessful Bidders shall be discharged and returned as promptly as possible.
- ii. The Bid Security Deposit of the successful Bidder shall be returned after signing of agreement & submission of performance guarantee @5% of contract value..

10. Pre Bid meeting

No Pre bid meeting shall be held.

11. Withdrawal of Bid.

No Bid can be withdrawn after submission and during Bid validity period.

12. Evaluation and comparison of Bids

12.1 The Bidder must submit all necessary authentic data.

12.2 The JDA reserves the right to negotiate the offer submitted by the Bidder to withdraw certain conditions or to bring down the rates/contract price to a reasonable level.

13. Award of Contract.

13.1 The JDA shall award the Bid to the lowest Bidder who qualified techno commercial eligibility criteria.

13.2 Letter of Acceptance issued by the Engineer in charge shall constitute a legal and binding contract between Engineer in charge and the Consultant till such time the contract agreement is signed.

14. Procurement under RTPP Act 2012 and Rules 2013

14.1 All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in special conditions, if laid, 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 prevail.

14.2 All the bidders are required to comply with the following annexure A,B,C&D, prescribed under RTPP Act 2012 vide circular No 3 date 4 Feb, 2013, by the Dept of Finance (G&T) Govt. of Rajasthan.

15. Process for participation & Depositing Payment Online

Jaipur Development Authority, has decided to receive Bidding document fee, RISL Processing Fee through online mode only and Bid Security Deposit (BSD) either through online mode or in the form of Bank Guarantee. For On Line mode 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 online only and Bid Security Deposit (BSD) either through online mode or in the form of Bank Guarantee.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing online amount.

- Online through internet Banking, Debit card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS/NEFT/Transfer in Bank Account Number 675401700586 IFSC Code ICIC0006754 of ICICI Bank limited, JDA Campus Jaipur.

In Case of RTGS/NEFT/Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR/Reference number from the bank. This number is required to be uploaded while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details . The bidder is required to fill the instrument numbers for various heads on e-procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact details is available on JDA website www.jaipurjda.org under e-Services>>JDA tender.

NOTE :

JDA will not be responsible for delay in online submission due to any reason. To avoid this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, chocking of web site due to heavy load or any other unforeseen problems.

16 Site Visit

- 16.1 The bidder shall, prior to submitting his bid for the work, visit and examine the Site of works and its surroundings at his own expense and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his bid and entering into a Contract - including, the actual conditions regarding the nature and conditions of site, form over the entire duration of the contract after taking into consideration local conditions, traffic restrictions, obstructions in work, if any, and allow for all expenses likely to be

incurred due to any such conditions, restrictions, obstructions, etc., in the quoted Contract price for the work.

16.2 A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

16.3 The bidder and any of his personnel or agents will be granted permission by the Engineer in charge, on receipt of formal application in respect thereof a week in advance of the proposed date of inspection of site, to enter upon his premises and lands for purpose of such inspection, but only on the express condition that the Bidder, his personnel or agents, will release and indemnify, the Employer and his personnel and agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused which, but for the exercise of such permission, would not have arisen.

17 . Submission and Opening of bid :-

(a) Bid document shall be submitted on line through E-procurement website [http:// www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) with Digital Signature Certificate (DSC). The bid is to be submitted in 3 envelopes which shall comprise of-

Envelope-1:- Being for Registration, Bid fee, Bid Processing Fee, Bid Security, if everything found in order then only Envelope 2 will be opened.

Envelope-2:- Being for Technical and Financial Criteria, all certificates as per Clause 2(i) to 2(v) of ITB, be uploaded in this envelope, after evaluation if everything found in order then only financial bid of the bidder will be opened.

Envelope 3 :- Financial Bid.

(b) The Financial bid will be opened only of those bidders whose deposits against Cost of Bid, Bid processing RISL fee and Bid Security, and copy of registration of consultant in required category are found to be in order and he qualifies all the technical and financial criteria laid down in Clause 2 of ITB.

SECTION -3

TERMS OF REFERENCE (TOR)

1. GENERAL

Jaipur Development Authority (JDA) has taken up the work of Construction of Four Lane / Six Lane ROBs at Sitapura, Dantli, Bassi, Jahota and RUB at Anandlok including LHS. This work is among one of the Budget Announcements of the State Govt. for 2016-17, For timely completion of project JDA has taken loan from NCRPB As per stipulation of NCRPB , JDA has taken up work of "CONSULTANCY SERVICES FOR PREPARATION OF ESMS REPORT FOR FIVE ROB/RUB PROJECTS AT SITAPURA, DANTLI, BASSI, JAHOTA & ANANDLOK" IN JDA REGION, JAIPUR.

Accordingly, JDA has invited offer from consultant for preparation of ESMS & EIA for **preparation of ESMS report and periodic ATR for the work of Construction of ROBs at Sitapura, Dantli, Bassi, Jahota and RUB at Anandlok.**

Consultant may contact the concerned Executive Engineer as mentioned in Notice Inviting Bid to obtain detailed information regarding construction of various ROBs and RUB under above packages as per their requirements.

2. OBJECTIVE: -

The main objective of the consultancy service is to prepare an implementable, environmentally friendly and socially acceptable ESMS Report, ATR, acceptable to NCRPB for the construction of ROBs at Sitapura, Dantli, Bassi, Jahota and RUB at Anandlok.

BRIEF SCOPE OF SERVICES

Consultants have to prepare ESMS Report and other reports incorporating value engineering. The general scope of services for preparation of report shall be as per following details: -

3. GENERAL

Consultants Scope of Work:

1. **To provide consultancy services for preparation of ESMS report for the work of construction of ROBs at Sitapura, Dantli, Bassi, Jahota and RUB at Anandlok..**
2. To conduct Socio- Economic surveys of APs/AHs, where required.
3. To update APs categorization.
4. To conduct discussions / meeting with AHs and other stakeholders.
5. To submit EMP and short resettlement plan.
6. To prepare IEE report and EIA.
7. To submit ATR periodically.
8. To identify trees affected by construction and facilitate in seeking approval for cutting from competent authority/ department.

9. To get the ESMS and all other Reports checked and approved from NCRPB office, New Delhi, complete in all respect with all visits to NCRPB New Delhi, including all modifications, revisions, and reprints of the reports.

4. INTERACTION WITH JDA

1. During entire period of services, Consultant shall provide all action plans following relevant rules / guide lines of Central Govt/ State Govt/ court Orders and to ensure their implementation. A programme of various activities shall be provided to JDA and prior intimation shall be given to JDA regarding start of key activities.
2. The JDA officers and other Government officers may visit the site at any time, individually or collectively and consultant shall be present whenever required during inspection of officials.
3. Consultant shall be required to send 3 copies of concise monthly Progress Report by the 5th day of the following month to the designated officer of JDA so that progress could be monitored by the JDA. These reports will indicate the dates of induction and de-induction of various key personnel and the activities performed by them. Meetings as and when required shall be held with consultant at JDA office / site. Consultant shall be present in all such meetings and shall not claim any extra bill, travelling allowance/lodging expenses etc. which are supposed to be built in the quoted rates.
4. All equipment, software and books etc. required for satisfactory services for this project shall be obtained by Consultant at Consultant at his own cost and shall be his property.
5. The Consultant, without written permission of JDA shall not sublet any part or whole work to any other agency.

5. BID SECURITY

Jaipur Development Authority, has decided to receive Bid Security Deposit (BSD) either through online mode or in the form of Bank Guarantee as per Annexure -II. For On Line mode the bidder has to get registered himself on JDA portal www.jda.urban.rajasthan.gov.in, the process is specified at clause 15 of ITB.

Each bidder must pay as Bid security as specified in the NIB , failing which, the bid will be rejected. Deposition of bid security in any other form is not acceptable. In the case of successful bidder, the amount or bid security will be adjusted against security deposit to @ 5% of consultancy value to be paid by the bidder after the awarded of work. The bid security of the un-successful bidder will be refunded on application by the bidder after approval of rate in favour of lowest successful bidder. Bid Security can also be given in the form of Bank Guarantee as per Annexure II and the same must be submitted in original before due date of closure of bid.

6. CONTRACT AGREEMENT:

Consultant shall enter into and execute the Contract agreement in the form of agreement (Annexure-III) within 14 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by Consultant at their own cost. Original agreement shall be retained by the Employer/Engineer and a certified copy shall be made available to Consultant.

7. RATES TO BE ALL INCLUSIVE:

The rates/ price to be quoted in financial Bid shall be for the complete scope of work as described in the Bid document. Any item of work included in the scope of work may not be exclusively described in the document. The price to be quoted in the Bid Form shall also take care of all such items of consultancy assignment.

The price quoted should also be inclusive of all types of direct and indirect taxes including service tax imposed by Central/State Govt. and local bodies including any statutory variation in and/ or fresh imposition of such levies/ taxes like GST or any other tax relevant to this contract..

No price adjustment shall be applicable and the price as accepted shall remain firm and hold good till the completion of assignment/work in all respects. No additional claim or amount shall be admissible on account of any fluctuations in any market rates.

8. DELAY AND EXTENSION OF CONTRACT PERIOD/ LIQUIDATED DAMAGES

8.1 The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of Consultant.

8.2 As soon as it becomes apparent to Consultant, that the work and/ or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, Consultant shall forthwith inform the Engineer and advise him of the reasons for the delay, as also the extra time required to complete the works and / or portions of work, together with justification therefore. In all such cases, whether the delay is attributable to Consultant or not, Consultant shall be bound to apply for extension well within the period of completion/ extended period of completion of the whole works and / or portions thereof.

8.3 Extension due to modifications

If any modifications are ordered by the Engineer or site conditions actually encountered are such, that in the opinion on the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer to be reasonable.

8.4 Delays not due to Employer

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

a. Any force majeure event referred in Clause mentioned earlier or

- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer is not due to your failure or fault, and is beyond control of the consultant.

The Engineer may grant such extensions of the completion period as in his opinion is reasonable.

8.5 Delays due to Employer/Engineer

In the event of any failure or delay by the Employer / Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof, or entitle Consultant to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is/ are reasonable.

8.6 Delays due to Consultants and Liquidated Damages:

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to Consultants or fault, and the Engineer feels that the remaining works or the portion of works can be completed by Consultant in a reasonable and acceptable short time, then, the Engineer may allow extension or further extension of time, for completion, as he may decide, subject to the following:

- a. Without prejudice to any other right or remedy available to the Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof consultant is in default.
- b. The recovery on account of compensation for delay shall be limited to 10% of his contract value of the works, as the case may be.

The recovery of such damages shall not relieve the consultant from his obligation to complete the work or from any other obligation and liability under the contract.

8.7 Engineer's decision on compensation payable being final

The decision of the Engineer as to the compensation, if any payable by Consultant under this clause shall be final and binding.

8.8 Time to continue to be treated as the essence of contract in spite of extension of time.

It is an agreed terms of the contract that notwithstanding grant of extension of time under any of the clauses mentioned herein, time shall continue to be treated as the essence of contract on Consultants part.

9. TERMINATION OF CONTRACT DUE TO CONSULTANT FAULT

9.1 Conditions leading to termination of contract

- i. If Consultants

- a. becomes bankrupt or insolvent, or,
- b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or
- d. has execution levied on his goods or property or the works, or
- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f. abandons the contract, or
- g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to take steps to employ competent and / or additions staff and labour, or
- j. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k. Suppresses or gives wrong information while submitting the Bid.

In any such case, the Engineer on behalf of the Employer may serve Consultant with a notice in writing to that effect and if the Consultant does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

- ii. In such a case of termination, the Employer/Engineer may adopt the following course.

Carry out the whole or part of the work from which Consultant has been removed by engaging another Consultant or deployment of technical staff at site.

9.2 Entitlement of Employer/Engineer:

In cases described in sub-clause 16.1 & 2, the Employer/ Engineer shall be entitled to:

- a. Forfeit the whole or such portion of the Security Deposit amount, as he may deem fit, and
- b. Recover from Consultant the cost of carrying out the balance work in excess of the sum, which he would have been paid, according to the certificate of the Engineer, if the works had been carried out and completed by Consultant under the terms of the contract. Such certificate shall be final and binding upon Consultant. The amount to be recovered may be deducted by the Employer/ Engineer from any other moneys due to Consultant alone or jointly under this or any other contract.

10. TERMINATION OF CONTRACT ON EMPLOYER/ ENGINEER'S ACCOUNT.

The Employer/Engineer shall be entitled to terminate the contract, at any time, should, in the Employer/Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer/Engineer of such termination and reasons therefore, shall be conclusive evidence thereof.

In case of termination of contract on Employer/Engineer's account as described above, claims towards expenditure incurred by Consultant in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of Employer/Engineer. The decision of the Employer/Engineer on the necessity and propriety of such expenditure shall be final and conclusive.

However, Consultant shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of termination of contract under this clause.

11. FORCE MAJEURE

- 11.1 If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or Consultant shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of god, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a) Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

- c) If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 90 days, the contract may be fore closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- d) In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.
- e) Works that have already been measured shall be paid for by the Engineer even if the same is subsequently destroyed or damaged as a result of the event. The cost of any work that has been measured shall be borne by the Employer/Engineer.
- f) If the contract is fore-closed under this clause, Consultant shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement.

11.2 If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

12. SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the Employer/Engineer and consultant in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after termination of contract shall be settled as per provisions of RTPP Act 2012, Rules-2013.

12.4 No suspension of work

The Obligations of the Employer, the Engineer and Consultant shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/ arbitration and payments to Consultant shall continue to be made in terms of the contract.

12.5 Award to be binding on all parties.

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

12.6 RTPP Act :

All the procurement is under RTPP act and settlement of disputes, if any, will also be done in accordance with RTPP Act 2012, Rules 2013. .

12.7 JURISDICTION OF COURTS:

Jurisdiction of courts for dispute resolution shall be at Jaipur (Rajasthan) only.

13. SECURITY DEPOSIT (SD)

An amount equivalent to 5% as security deposit shall be deducted from all the running bills and final bill which will be released after 6 months of actual date of successful completion of consultancy work.

14. MODIFICATION OF REPORTS.

During the project period and process of preparation of various reports and execution of work at site the consultant may require to modify the reports prepared or even submitted to NCRBP and accepted, as per modified need of project and site conditions. The consultant shall have to modify all such reports up to the satisfaction of JDA and NCRPB, no additional payment will be made on this account. The consultant will have to render the services till actual completion of the ROB Project.

15. PENALTY FOR DELAY IN EXTENSION OF REGISTRATION

In case of delay in extension of validity of accreditation from NABET/ QCI, a penalty equal to 0.05% of the contract price per day, beyond the date of expiry of registration, subject to a maximum 10% of the contract value will be imposed and shall be recovered from payments due/ SD.

16. ACTION FOR DEFICIENCY IN SERVICES

1. Consultant liability towards the Client

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

2. Warning/ Debarring

In addition to the penalty as mentioned above, warning may be issued to consultant institution for minor deficiencies. In the case of major deficiencies in the various reports involving time and cost overrun and adverse effect on reputation of JDA, other penal action including debarring for certain period may also be initiated as per policy of JDA.

17. FAIRNESS AND GOOD FAITH

1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

SECTION - 4

TECHNICAL PROPOSAL FORMAT

Appendix 1

Documents to be made available to Consultant

The following documents shall be furnished by JDA to the consultant to initiate the work on this assignment:

1. Land Acquisition Plan.
2. Village Revenue Map.
3. Norms of entitlement/ compensation to the affected persons (Aps).

Appendix 2

Scope of Work

JDA wants to prepare

ESMS Report for **the work of Construction of ROBs at Sitapura, Dantli, Bassi, Jahota and RUB at Anandlok.**

Contractor Scope of Work:

1. **To provide consultancy services for preparation of ESMS report for the work of construction of ROBs at Sitapura, Dantli, Bassi, Jahota and RUB at Anandlok in JDA region, Jaipur.**
2. To conduct Socio- Economic surveys of APs/AHs, where required.
3. To update APs categorization.
4. To conduct discussions / meeting with AHs and other stakeholders.
5. To submit EMP and short resettlement plan.
6. To prepare IEE report and EIA.
7. To submit ATR periodically.
8. To identify trees affected by construction and facilitate in seeking approval for cutting from competent authority/ department.
9. To get the ESMS and all other Reports checked and approved from NCRPB office, New Delhi, complete in all respect with all visits to NCRPB New Delhi, including all modifications, revisions, and reprints of the reports.

Appendix 3

Schedule of work and Remuneration

1. Fee Invoicing and Payment

Fee: Ceiling amount of Rs. for the service as listed in Appendix 2 , inclusive of all taxes.

Invoicing: Invoice for the service authorized by JDA shall be submitted as per the following milestones.

The weightage of various ROB's and RUB will be : Sitapura ROB - 31%, Dantli ROB - 24%, Bassi ROB -14%, Jahota ROB -22% & Anandlok RUB- 9%, it will further be as per following breakup for each individual project.

- | | |
|--|-----|
| 1. On Submission of ESMS report, 30 Days time | 30% |
| 2. On approval of report from NCRPB | 30% |
| 3. During execution of ROB work and up to completion of project @ 5% per ATR | |
| (Four ATRs six months periodically) | 40% |

SECTION - 5

FINANCIAL **BID** FORMAT

ANNEXURE- I

(To be uploaded under E-Tendering system in Excel format)

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR.

SCHEDULE-H

1. **Name of Work:** "CONSULTANCY SERVICES FOR PREPARATION OF ESMS REPORT FOR FIVE ROB/RUB PROJECTS - SITAPURA, DANTLI, BASSI, JAHOTA & ANANDLOK" in JDA region, Jaipur.

S.No.	Particulars	Qty	Unit	Rate / Cost of Work (Rs.)		
				Lump sum Cost per job work in figures	Lump sum Cost per job work in words	Amount (Rs.)
1.	Consultancy services for preparation of ESMS and other reports for the work of Construction ROBs at Sitapura, Dantli, Bassi, Jahota and RUB at Anandlok, in JDA region, Jaipur.	1	Job			
	Total Rs.					

Note: For the payment purpose the weightage of various ROB's and RUB will be : Sitapura ROB - 31%, Dantli ROB -24%, Bassi ROB -14%, Jahota ROB -22% & Anandlok RUB- 9%, it will further be as per following breakup for each individual project.

- | | |
|--|-----|
| 1. On Submission of ESMS report. | 30% |
| 2. On approval of report from NCRPB | 30% |
| 3. During execution and up to actual completion of | |
| ROB Project @ 5% against each ATR, | 40% |

Stamped signature of the
bidder or his authorized representative

Form of Bid Security (Bank Guarantee)

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 Bid Security for Bid for

_____ (Name of work)

WHEREAS, _____ [name of Bidder with address] (**hereinafter called "the Bidder"**) has submitted his Bid dated

_____ (**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.

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. ICIC 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.]

FORM OF AGREEMENT.

(To be executed on requisite value of stamp papers)

AGREEMENT.

THIS AGREEMENT MADE ON _____ day of _____ (month/year) between **Executive Engineer, ROB,RUB-IV, JDA, Jaipur, on behalf of JDA**, (hereinafter called "the employer") of the one part and _____ (Name and address of the consultant) hereinafter called " the Consultant") of the other part.

WHEREAS the employer is desirous that certain works should be executed by the Consultant Viz contract No. _____ (hereinafter called "the works" and has accepted a Bid by the Consultant for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement.
 - a) Letter of Acceptance of Bid
 - b) Notice Inviting Bid
 - c) Instructions to the Bidders.
 - d) Conditions of the contract
3. In consideration of the payments to be made by the employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the employer to execute and complete the consultancy assignment in conformity in all respects with the provisions of the contract.
4. The employer hereby covenants to pay the Consultant in consideration of the consultancy assignment the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name Designation and address of the authorised signatory of the Consultant) (Name Designation and address of the Employer)

Signature for and on behalf of the Consultant Signature of the employer

Signed in the presence of

Signed in the presence of

Witness.

1

2.

Witness.

1

2.

Name and address of the witnesses to be indicated.

(Refer clause 2 (iii), of Section -1, ITB)

UNDERTAKING FOR NOT BLACKLISTED

We.....(Name of Firm) do hereby undertake that:

1. We have not been Blacklisted or Deregistered by any Central/ State Government / Public Sector Undertaking or, Autonomous Bodies etc. in the last Three Years.
2. None of our work has rescinded by the client after award of contract during last 3 years.
3. We have not left any work incomplete assigned by any Central/ State Government or Public Sector Undertaking, Autonomous Bodies etc. in the last three years.

Stamp and Signature of Authorized Signatory

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 sub bidder, 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.

Signature of Bidder.

(Refer clause 14 of Section II, Instruction to Bidders)

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:-

(Refer clause 14 of Section II, Instruction to Bidders)

Grievance Redress during Procurement Process.

The designation and address of the First Appellate Authority is **Supdt. Engineer , JDA, Jaipur.**

The designation and address of the Second Appellate Authority is **Additional Chief Engineer, 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 endeavor to dispose it of within thirty days from the date of the appeal.
- (3)** If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

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

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

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

(5) From of Appeals:-

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

(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.

Signature of Bidder.

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)
- 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

(Refer clause 14 of Section II, Instruction to Bidders)

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 any 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 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, 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.

Signature of Bidder