इन्दिरा सर्किल, जवाहर लाल नेहरू मार्ग, जयपुर।

क्रमांक:-जविप्रा / अधि.अभि.-1 / 2018-19 / डी-249
दिनांक:-18.07.2018

## अल्पकालीन एवं पूर्णकालीन बिड सूचना संख्या-अधि.अभि.-1/17-18/2018-19

जयपुर विकास प्राधिकरण जोन -1 क्षेत्र मे (1) "मिसलेनियस रिपेयर का कार्य (दर संविदा)" के लिये स्वीकृत राशि रू0 145.00 लाख की दिनांक 02.08 .2018 (2) " जोन 1 के अम्बेडकर सर्किल जंक्शन पर मैस्टिक एस्फाल्ट का कार्य " के लिये स्वीकृत राशि रू0 54.68 लाख की निविदा दिनांक 08.08 .2018 सांय 6.00 बजे तक ऑन लाईन निविदा आमंत्रित की जाती है। विस्तृत विवरण जो कि निविदा प्रपत्र में उपलब्ध है, अधोहस्ताक्षकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.rajasthan.gov.in or www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in. पर देखी जा सकती है।

निविदा दाताओं को निविदा में भाग लेने हेतु आवश्यक है कि :-

1. निविदादाता जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा मे भाग लेने के लिये बोलीदाता को कार्य के लिये आवेदन करने पर दस्तावेज शुल्क, अमानत राशि, आर.आई.एस.एल, प्रोसेसिंग शुल्क ऑनलाईन प्रस्तुत करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिये निविदा दाताओं का राजस्थान सरकार के ई-प्रोक्यूरमेंट पोर्टल www.eproc.rajasthan. gov.in पर पंजीकृत हो।

# JAIPUR DEVELOPMENT AUTHORITY 

Room No. 102, Is Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004

Telephone: +91-141-2569696

## SHORT \& FULL TERM NOTICE INVITING NIB No. : JDA/EE-1/17-18/2018-19

Online Bids are invited for 1. " Misc. Civil repair work in Zone-1 area JDA Jaipur (ARC) " Estimated cost of 145.00 Lacs upto 02.08.2018 2. " Renewal of Junction at Ambedar Circle by using Mastic Asphalt in Zone-1 area JDA Jaipur " Estimated cost of 95.00 Lacs upto 08.08.2018. Details may be seen in the Bidding Document at our office or the website of 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 and Bid Security Deposit, online only.
2- Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

## JAIPUR DEVELOPMENT AUTHORITY

(Main Block, First Floor, (MB-FF), NBFF-105, Vistar Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan) Telephone: +91-141-2569696

Bid No:- JDA/EE-1/2018-19/D- 249
Dated: 18.07.2018

SHORT TERM NOTICE INVITING NIB No. : EE-1/17/2018-19

| Name \& Address of the Procuring Entity | $>$ Name: Executive Engineer-1, Jaipur Development Authority Address: (NB-FF-105, Vistar Building) Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan) |
| :---: | :---: |
| Subject Matter of Procurement | $>$ Misc. Civil repair work in Zone-1 area JDA Jaipur (ARC) <br> $>$ Job No: JDA/EE Zone 1/A\&F/2018-19/JUN/075 Dtd 22.06.2018 |
| Bid Procedure | $>$ Single stage tender (eg. Single-stage Two part (envelope ) open competitive ) eBid procedure at http://eproc.rajasthan.gov.in |
| Bid Evaluation Criteria (Selection Method) | $>$ L1 (eg.Least Cost Based Selection (LCBS)-L1) |
| Websites for downloading <br> Bidding Document, Corrigendum's, Addendums, etc. | Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan. gov.in, www.jda.urdan.rajasthan.gov.in |
| Website for online Bid application and payment * | Website: www.jda.urban.rajasthan.gov.in <br> $>$ 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. <br> Bidding document fee: Rs. 1000/- (Rupees One Thousand only) <br> RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) <br> Requisite Bid Security Deposit |
| Estimated Procurement Cost | > INR 145.00 Lacs (Rupees One Crore Forty Five Lacs only) |
| Bid Security Deposit | Amount (INR) : 290000.00* 2\% of Estimated Procurement Cost, 72500.00 *0.5\% <br> ( * 2\% for Bidder who is a A and AA class contractor registered in other Government Department/0.5\%/ for Bidder registered as contractor AA, A,B, C in JDA) |
| Date/Time/place of Pre-Bid | $>$ N/A <br> $>$ Last date of submitting of clarifications requests by the bidder < Date and Time> Addressed to the procurement Entity at <Address of Procurement entity> |
| Applying Bid and making Online Payment on JDA Portal (www.jda.urban.rajasthan.gov.in) | $>$ Start Date: 19.08.2018 at 9.30 AM onwards <br> $>$ End Date: 02.08.2018 up to 6.00 PM <br> $>$ In case EMD in from BG Original Bank Guarantee is to be submitted in Room No. MBSF 225A, DD (E\&B)\} of main building Jaipur development Authority by 07.08.18 upto 12.00 AM |
| Bid Submission on e-procurement Portal of GOR <br> (www.eproc.rajasthan.gov.in) | $>$ Start Date: 19.08.2018 at 9.30 AM onwards <br> $>$ End Date: 02.08.2018 up to 6.00 PM |
| **Date/Time/ Place of technical Bid Opening | > N/A |
| Date/ Time/ Place of Financial Bid Opening | 08.08.2018 at 1.00 PM <br> Executive Engineer-1,(NB-FF--105, Vistar Building) Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan) |
| Bid Validity | $>120$ days from the bid submission deadline |
| Time period | $>12$ Months |

*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 area as mentioned below :-

* There should be a gap of 3 working days BETWEEN End Date for Bid Applying online payment \& Bid Submission AND Bid opening date.


## Note:

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

## Process for Participation \& Depositing Payment Online

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

## To participate in the bid, bidder has to be:

1. Registered on JDA website www.jaipurjda.org(by depositing Rs. 1000.00 online, the validity of which remains 3 (three) years).

For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

## Methods for depositing on line amount

$>$ 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 requires to be updated whiling applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per Annexure-4. 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 detail is available on JDA website www.jaipurjda.org under eServices>>JDA Tender

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

|  | Jaipur Development Authority, Jaipur. <br> Bid Participation Receipt |
| :--- | :--- |
|  | Date \& Time:- |
| Bid Detail |  |
| Bid ID: <br> Bid Title: <br> Bid Value: | Procurement Entity:- |
| Bidder Detail | Bid Opening Place: |$|$| Name of Entity: |
| :--- |
| Registration Type: <br> Payment Mode: <br> Instrument No.: |


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


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

# Jaipur Development Authority <br> Bid Participation Receipt <br> Date \& Time : 09/06/2015 05:13 PM 

Bid Detail

| Bid Id: | 6215152001 | Procurement Entity: $\times \times \times \times \times \times \times \times \times \times \times \times \times \times \times \times \times$ |
| :--- | :--- | :--- |
| Bid Title: | Testing |  |
| Bid Value: 300000 | Bid Opening Place:Manthan Hall, Jaipur <br> Development Authority |  |

Bidder Detail

| Name of Entity : | $X X X X X X X X X X X$ | Mobile: 9829012345 |
| :---: | :---: | :---: |
| Registration Type: | Individual | Instrument Amount: 32500.00 |
| Payment Mode: | Online/UTR | Payment Channel :Payment Gateway/ $/ \mathrm{ClCl}$ Branch - JDA |
| Instrument No: | 456123789 | Instrument Date : 17-06-2015 |

Dates Detail

| Sr. No. | Event Name | Event Date |
| :---: | :--- | :--- |
| 1 | Publishing Date | $01 / 06 / 201501: 00 \mathrm{PM}$ |
| 2 | Bid Opening Date | $01 / 07 / 201503: 00 \mathrm{PM}$ |

Specific Instrument Detail for eProc Rajasthan

| Instrument Type: |  | DD | Amount |
| :---: | :--- | :--- | :--- |
| Instrument Number | Head Name | 400.00 | $05 / 06 / 2015$ |
| 10000 | Tender Fee | 1000.00 | $05 / 06 / 2015$ |
| 10001 | RISL Processing Fee | $30,000.00$ | $05 / 06 / 2015$ |
| 10002 | Bid Security Deposit |  |  |
| Issuer Detail : Jaipur Development Authority | ChallanNumber: | 641515600014 |  |

# Name of work :- Misc. Civil repair work in Zone-1 area JDA Jaipur (ARC) 

SHORT TERM NOTICE INVITING NIB No. : EE-1/17/2018-19

| Name \& Address of the Procuring <br> Entity | $>$ Name: Executive Engineer-1, Jaipur Development Authority <br> Address: (NB-FF-105, Vistar Building) Ram Kishore Vyas Bhavan, <br> Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan) |
| :--- | :--- |
| Subject Matter of Procurement | $>$ Misc. Civil repair work in Zone-1 area JDA Jaipur (ARC) <br> $>$ Job No : JDA/EE Zone 1/A\&F/2018-19/JUN/075 Dtd 22.06.2018 |
| Bid Procedure | Single stage tender (eg. Single-stage Two part (envelope ) open <br> competitive ) eBid procedure at http://eproc.rajasthan.gov.in |
| Bid Evaluation Criteria (Selection <br> Method) | $>$ L1 (eg.Least Cost Based Selection (LCBS)-L1) |

## SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

The Bidder should see the site and fully understand the conditions of the site before bidding and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates give in the Schedule ' $\mathrm{G}^{\prime}$. The work shall be carried out in accordance with the Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer-In-Charge of the work.

## SCHEDULE - B: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:

The drawing may be seen in office of the undersigned.

## SCHEDULE - C: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:

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

## SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials 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 standard \& or the standers laid down in the detailed specification of the Public by the bidder qualified personnel as required under the bidder enlistment rules duly approved by the department shall have to be engaged at site by the Bidder. The department reserves the right to engage such staff and recover the expenses from the bidder on such account in case of his failure to do so.

## SCHEDULE - E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the bidder shall be deposited 15 days in advance with the Engineer In charge and be got approval by him before use.

## SCHEDULE - F: TIME OF COMPLETION:

The work should start within $\qquad$ 7 $\qquad$ days of issue of work order and complete within time limit.

## SCHEDULE - G: ATTACHED SEPARATELY BASED ON BSR PWD, JAIPUR. <br> SCHEDULE - H: SPECIAL 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.
SCHEDULE - J: COST OF BID DOCUMENTS, PROCESSING FEES \& EARNEST MONEY.
Date of submission of Bid Cost, Process Cost \& EMD 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.

## Signature of the Bidder

 With full Address
## Executive Engineer-1 JDA, Jaipur.

## SPECIAL CONDITIONS

## SCHEDULE 'H'

1. 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?
2. If there is any typographical error or otherwise in the ' $G$ ' Schedule the rates given in the relevant BSR on which schedule ' $G$ ' has been prepared, shall prevail.
3. The bidder shall follow the bidder labour regulation and abolition Act 1970 \& Rule 1971.
4. The JDA shall have right to cause on audit and 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 then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid bay the JDA to the bidder.
5. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. Whenever any claim against the bidder for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the 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 a 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 effect such recoveries under P.D.R. Act.
7. The rate quoted by the bidder shall remain valid for a period of 4 (four) months from the date of opening of the bids.
8. 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.
9. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
10. All transaction in the 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. 9 or mutually extended prior or makes modifications in the rates, 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 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 dose not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of biding 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, Tarboiler, 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 bidders provide that work; upto five times limit for which they are qualified for biding can be allotted to them Therefore, before bid the bidders will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under the watch 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 royalty. Bidder will be responsible for compliance of GST Act/Rule 2017
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 be 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 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 provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANPARENCY 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 नही जमा कराई जावें, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नही की जावेंगी।
30. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नही की जावेगी।
31. एक यू.टी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नही किया जावें।

Signature of Bidder
with full address \& Mobile No.

Executive Engineer-1<br>JDA, Jaipur

1. Quantities shown in Schedule-G, are tentative and can be increase or decrease as per the site requirement under the provisions of RTPP ACT-2012.
2. Individual Work Order shall be issued time to time as per the requirement \& agency shall attend office of under signed with a Non-Judicial stamp in accordance to amount of individual Work Order as per RTPP rule-2013. The same shall be signed by the authorized signatory to execute the contract. All tender formalities should be completed at the time of issuance of individual Work Order; failing which suitable action will be taken.
3. There may be situation when, no work is awarded to the Bidder during stipulated time period of the rate contract; No compensation or claim shall be payable to agency.
4. The work completion period for individual work order may be allocated as per the necessity \& urgency of the work and may be directed to start work within 24 hours; The agency shall have to mobilize resources accordingly \& no claim/excuse on such account will be entertained. If agency fails to start or complete the work in specified time period, work may be got executed on the risk \& cost of the agency \& action such as de-baring/black listing etc. may be initiated as per contract agreement
5. The bid is for Rate contract; therefore performance during any emergency/urgency is essence of the contract, which may please be noted before bidding..

## Signature of Bidder

 with full address \& Mobile No.Executive Engineer-1<br>JDA, Jaipur

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

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

## Conflict of interest.-

The Bidder participating in a bidding process must no 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.

## Declaration by the Bidder

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

Date :
Place :

Signature of bidder

Name:- $\qquad$

Designation:- $\qquad$
Address:- $\qquad$

# 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) 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 though 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 of 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<br>(First/Second Appellate authority)

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

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

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

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

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

6 Grounds of appeal: $\qquad$ (Supported by an affidavit)
7- Prayer: $\qquad$

Place $\qquad$
Date :

## Annexure D: Additional Conditions of Contract

## 1. Correction of arithmetical errors

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial Bids on the following basis:
(i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
(ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
(iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

## 2. Procuring Entity's Right to Vary quantities.

(i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
(ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the biding 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. It the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.
3. Dividing quantities among more than one bidder at the time of award (In case of procurement of Goods):-

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


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