

BID DOCUMENT

**NAME OF WORK: Operation & Maintenance of Jaldhara, JDA, Jaipur on
Lease hold/Rental for Two years.**

- 1. NIB No.** : EE-Garden-I/13/2019-20
- 2. Approximate cost** : Rs. 60.00 Lacs
- 3. Cost of the tender document** : Rs.500.00
- 4. Tender Processing Fees** : Rs. 1000.00
- 5. Earnest Money** : Rs. 30000.00 (for Contractor enlisted in JDA)
Rs. 120000.00 (Other Govt. Departments/ The agency can be individual firm/company/ partnership firm/limited liability partnership (LLP))
- 6. Download of tender document** : 03.02.2020 to 12.02.2020 up to 6:00 PM
- 7. Upload the tender Document** : 03.02.2020 to 12.02.2020 up to 6:00 PM
- 8. Date of opening of tender** : 18.02.2020 at 11.30 AM in CCC-TF-313, Third Floor, Citizen Care Center, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)
- 9. Completion period of work** : 02 (Two) years.

**Executive Engineer (Garden-I)
JDA, Jaipur**

Annexure-2
Enclose in Bid Document

Detailed NIB	
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name : Executive Engineer (Garden-I), Jaipur Development Authority ➤ Address: Room No. CCC-TF-313, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Raj.) ➤ Email:- : xen.g1jda@gmail.com
Subject Matter of Procurement	➤ Operation & Maintenance of Jaldhara, JDA, Jaipur on Lease hold/Rental for Two years. Job No.36/2019-20
Bid Procedure	➤ Single Stage tender (eg. Two part (Envelope) open competitive) eBid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	➤ H1 (eg. Highest Cost based Selection
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment	<ul style="list-style-type: none"> ➤ Website : www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid security deposit online only. ➤ Bidding Document fee : Rs 500/- (Rupees Five Hundred only) ➤ RISL Processing Fee : Rs 1000/- (Rupees One Thousand only) ➤ Requisite Bid Security Deposit :
Estimated Procurement Cost	➤ INR 6000000.00 (Rs. Sixty Lakhs only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR) : 2 % (Rs 120000/-) of Estimated Procurement Cost, 0.5% (Rs 30000/-) of S.S.I. of Rajasthan, 1 % for Sick Industries, Other than S.S.I., Whose cases are pending with Board of Industrial & Financial Reconstruction. ➤ (* 2% for Bidder Who is A and AA Class contractor registered in other Govt. Department / 0.5 % for Bidder registered as contractor in AA, A, B and C in JDA.) ➤ Micro small medium enterprise situated in Rajasthan tender fee 50% EMD value 0.5% ➤ 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.
Date/Time/Place of Pre-Bid	➤ NA
Applying Bid and making Online Payment on JDA Portal (www.Jda.urban.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date: 03.02.2020 from 6.00 PM onwards ➤ End date : 12.02.2020 up to 6.00 PM ➤ In case EMD in from BG Original Bank Guarantee is to be submitted in Room No 215N Extension Building, Jaipur Development Authority, JLN Marg, Jaipur by 13.02.2020 to 17.02.2020 up to 6.00 PM
Bid submission on E-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date : 03.02.2020 from 6.00 PM onwards ➤ End date : 12.02.2020 up to 6.00 PM
Date/Time? Place of Technical Bid Opening	➤ N/A
Date/Time/Place of Bid Opening	<ul style="list-style-type: none"> ➤ 18.02.2020 at 11.30 AM ➤ Room No. CCC-TF-313 IIIrd floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time period	➤ 24 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 are as mentioned below:	

A. Payment options :

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

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

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

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

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

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

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

B . Bid participation Receipt

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

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

Note :-

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

Executive Engineer (Garden-I)
JDA, Jaipur.

Process for Participation & Depositing Payment Online

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

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years).

For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.

2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

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

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

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

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

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

Option-3: Payment Gateway (Aggregator)

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

C. Bid Participation Receipt

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

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

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

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

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

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

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

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

GENERAL DETAILS OF TENDER

Name of work: - Operation & Maintenance of Jaldhara, JDA, Jaipur on Lease hold/Rental for Two years.

1.	NIB No.	:	NIB No. Ex.En.(Garden-I)/13/2019-20
2.	Description of work	:	<p>Jaipur Development Authority has developed a natural water stream on Jawahar Lal Nehru Marg which has already opened to public. It has lot of entertainment entities like water stream, fountains, trellis, pagoda, huts, pathways, attractive lightings, public facilities etc.</p> <p>The agency :-</p> <ol style="list-style-type: none"> 1. Shall be responsible to maintain complete property, upkeep the entire premises and its inventory including fountains, water body, electric fixtures, garden area having trees, plants public facilities etc. which would be handed over after award of the contract. 2. Shall bear/deposit all electricity bills on regular basis in time & all other taxes if any as & when applicable. 3. Shall ensure discipline as per norms laid down by JDA for security of the premises with minimum 6 no. of security personnel in 3 shift as per requirement (6 in a day) 4. Shall maintain the basic theme of the project which shall not be altered. 5. Shall run fountains on daily basis as per prescribed schedule. 6. Shall clean entire premises including water body on daily basis. 7. Shall lodge FIR as & when required to maintain proper discipline in the premises (if required). 8. Any other activity or commercial activity of any type would not be permitted other than a running Cafeteria with approximate area 500sq.ft. In Jaldhara premises area of Jaldhara.
3.	O & M and lease/rent period	:	2 (Two) Years
4.	Cost of Bid Document	:	Rs. 500/- (In favour of Secretary, JDA, Jaipur)
5.	Bid processing fees	:	Rs. 1000/- (In favour of M.D.R.I.S.L. Jaipur)
6.	Earnest money	:	@ ½% Rs. 30000/- for enlisted bidders in JDA & 2% Rs. 120000/- for bidders enlisted in other departments in class A or AA.
7.	Bid Validity	:	Four months from the date of opening of bid.
8.	Rejection of Bid	:	<ol style="list-style-type: none"> 1. Bid not accompanied by bid security & required documents shall be considered as nonresponsive & will be rejected by JDA. 2. Bidder should sign all the pages of the Bid Document.
9.	Period of downloading of bid document	:	From 03.02.2020 to 12.02.2020 up to 6:00 PM
10.	Period of uploading of bid	:	From 03.02.2020 to 12.02.2020 up to 6:00 PM

11.	Venue of Arbitration & other Dispute	:	Jaipur.
12.	Procedure for Submission of bid	:	<p>A. Bid documents shall be submitted on online e-procurement website http://www.eproc.rajasthan.gov.in with their digital signature.</p> <p>1 scanned copy of Bid Cost, Bid Security and e-procurement processing fees and GST clearance certificate and copy of registration of bidder.</p> <p>2 Complete Tender Document uploaded by the department on the above website and scanned copies of supporting Documents as required for qualification as detailed herein after.</p> <p>Note: - If GST clearance certificate is not applicable in any State then appropriate proof is to be enclosed by bidder with certificate which is applicable in place of GST.</p>
13.	Date of opening of bid	:	The Bid would be opened on the date 18.02.2020 at 11.30 A.M. only of those bidders who fulfill all the Eligibility criteria.
14.	Performance Security	:	Successful bidder shall deposit Rs. 5.00 lacs as performance security. Performance security shall be refunded after a period of sixty days beyond successful completion period along with security deposit as per RTPP rules 2013.
15.	Action for poor performance/ maintenance	:	Any damage to the property, plants or fixtures by any one has to be repaired by the agency within 3 days failing which JDA shall be free to undertake all such repairs at the cost of bidder through any other agency and JDA is free to terminate the contract agreement on repetition of above activity.

Executive Engineer (Garden-I)
JDA, Jaipur

Signature of Bidder
With full name, address & phone.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

BID Document

FOR

Operation & Maintenance of Jaldhara, JDA, Jaipur on Lease hold/Rental for Two years.

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

Eligibility criteria:-

1. The bidder should possess minimum turnover of Rs. 60.00 Lacs during any one of last three financial years. Supporting documents are also required. Yes/No
2. Bid Security @ ½% Rs. 30000.00/- for enlisted bidders in JDA & 2% Rs. 120000.00/- for others (Other Govt. Department/The agency can be individual firm/company /partnership firm/limited liability partnership (LLP) Yes/No
3. The bidder should attached an Affidavit on the Non Judicial Stamp in the format given at annexure-‘III’ Yes/No

Bidder should complete above mentioned criteria. In case failing the criteria by bidder the bid will be rejected.

Executive Engineer (Garden-I)
JDA, Jaipur

Signature of Bidder
With full name, address & phone.

SPECIAL CONDITIONS OF TENDER

1. JDA has the authority to accept / reject the tender at any stage. After recording the reasons for rejection.
2. The operation & maintenance of Jaldhara shall be for a period of 2 years extendable up to 1 year by mutual consent.
3. All charges on account of water and electricity or any other account associated with Jaldhara shall be borne by the Bidder including the lighting arrangement of public places (Inventory enclosed). In case of disconnection of water/electricity connection due to any reason the bidder shall be fully responsible and this will be his duty regarding reconnection of same as soon as possible. JDA may terminate the contract agreement and forfeit the security deposit in case of repetition of above activity.
4. All employees/ staff of the agency shall be working on Jaldhara will have to wear clean & properly ironed uniform. Agency will be responsible for the good conduct of self and the employees. If during work period employee of Jaldhara meets with an accident, the Authority will not be responsible in any way and will not pay for damages/claims what so ever. All liability in such cases shall be that of the agency.
5. The performance security shall be refunded after two months of successful completion of lease period.
6. Authority can terminate the contract by giving a written notice of one month without giving any reason, which shall be final & unchallengeable.
7. All the instructions given by officer authorized by the department for maintenance of entire premises will be followed by the agency without any dispute.
8. Successful bidder/agency shall not sublet/sublease the Jaldhara to any other person and will not make any agreement with any other person. He will have to submit copy of residence proof / photo identity card of self and all the staff of Jaldhara.
9. Entire premises including plantation, electric work will be maintained and kept clean by the agency.
10. Bidder/agency will have to start the Tickets, operation & maintenance within 7 days' time after acceptance of contract.
11. The parking of vehicles of visitors will be regulated & maintained properly. Parking on JLN marg is strictly prohibited.
12. All kind of taxes applicable if any, will be the responsibility of the bidder/agency and will be borne by the bidder/agency himself.
13. If there is any dispute regarding any condition of contract then the decision of JDC, JDA, Jaipur will be final and binding to the agency.
14. The quoted rates shall be filled in the enclosed "H" Schedule. Rates will be clearly written in figures as well as words.
15. The successful bidder shall maintain entire Jaldhara premises, equipments, plantations, machinery etc on daily basis. He shall be responsible for any theft or damages. In case of theft/damage the entity shall have to be replaced by same make/specification of original entity.
16. Amount of approval monthly lease rent will be deposited by 5th of every month as advance rent in JDA account and its receipt will be presented to Executive Engineer (Garden-I). If rent is not deposited in time (i.e. up to 5th) interest will be payable @ 18% p.a. upto delay period of 2 months. If the agency does not deposit the rent even after 2 months then JDA can terminate the contract forfeiting security deposit and take other legal action for recovery of balance rent. More over violation of the terms and condition of bid if done by the agency then bid security and performance security may be forfeited and the contract if there is breach of agreement.
17. Rates with negative sign are not entertained at all.
18. Revenue from cafeteria will be kept by the agency.
19. Any authorized officer of JDA can inspect the Jaldhara at any time.
20. Agency will himself arrange sufficient number of security guards

21. In case JDA requires Jaldhara then the agency will have to make it available for JDA free of cost for maximum total 12 days in a year which shall not be more than 2 days in a month.
22. Open fire and smoking are completely prohibited in Jaldhara.
23. Fountain, aquarium, water falls etc. should be in operational conditions and running.
24. Agency to be responsible for disposal of waste / Litter material etc. outside the premises of Jaldhara at his own cost.
25. During operation if there is any damage of Jaldhara property, agency will be fully responsible. In such a situation the damage will be got repaired by the agency at his own cost of original make/specification.
26. Maintenance of electric and sound installations (equipment's /fittings) will be done by the agency. All repair/replacement of parts shall be done through authorized vendor only.
27. If during inspection of Jaldhara by any JDA officer, any defect/violation of any condition found there shall be a penalty of Rs. 5000/- per day on each occurrence.
28. Agency will maintain complaint book and suggestion book, open for all visitors.
29. On completion of contract period premises & all entities fixtures of (Annexure-II) shall be returns back in the same condition which was at the time of handing over to the bidder/agency. If bidder fails to handing over the entity fixtures in the same condition JDA is free to recover the cost of entities fixtures from bidder/agency by any means like from performance security or any other payable sums.
30. Any condition can be imposed with the mutual understanding of agency and JDA.
31. All kinds of temporary furniture will be arranged by the agency himself.
32. List of fixture has been enclosed, however bidder has to himself verify the list & assess the rates & conditions.
33. The agency should also enclose the name of overall in charge of the project along with one electrician, one plumber & one sweeper which is to be kept permanently.
34. Agency shall maintain toilet in good conditions.
35. The agency can establish and run Cafeteria area on his own cost for the area not more the 500 sq. ft. approximate as per direction of engineer in charge.
36. No Visitor is allowed to eat out side designated area.
37. Contractor may himself visit the site & assess the work.
38. Agency shall ensure no plastic material inside Jaldhara will be allowed/used since it is no plastic zone otherwise penalty of Rs. 1000/- per day shall be imposed.
39. Agency shall ensure that visitors should dip their feet in Jaldhara after taking off their shoes, chappals etc. otherwise penalty of Rs. 1000/- per day shall be imposed.
40. Agency shall ensure visitors should not take bath in the Jaldhara otherwise penalty of Rs. 2000/- per day shall be imposed.
41. Time of operation of Jaldhara shall be decided by JDA authority.
42. After setting the rates initially Tickets rates will not be more than Rs. 15/- per person (Height more than 4' 6") from Monday to Friday & Rs. 30/- per person (Height more than 4' 6") on Saturday & Sunday. Rates of tickets may be increased or decrease by prior approval of JDA.
 - The agency should ensure issuing entry tickets to every person entering Jaldhara.
 - Keeping record of tickets and cash.
 - Revenue by sell of tickets will be kept by the agency.
 - Managing and enforcing the entry of visitors.
 - The agency shall buy and maintain the ticket machines and also procure necessary printing paper/stationary required.
43. The rates may be changed by the bidder with mutual consent with JDA and JDA will be free to change these rates any time.
44. Agency shall not permit shooting of movie in Jaldhara and such type of any other commercial activity without permission of engineer in charge.
45. Safety and Security of entire Jaldhara Area lies with the agency. The guards managing tickets, entry & other security shall be in dress and wearing Identity cards.

46. In case of mis-happening, accident or any other hazard agency is solely responsible.
47. List of equipment enclosed at annexure-II. Bidder may visit the Jaldhara Area to assess the equipment's & accordingly assess the maintenance cost.
48. The agency should deposit the electricity bill by due date and receipt of same will be produced in JDA office next days of deposit of electricity bill.
49. Whenever any claim against the contract for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
50. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
51. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
52. All transaction in the execution of this work and this tender will be liable to GST.
53. If any tender withdraws his tender prior to expiry of said validity period given at S. No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period, which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he will stand debarred from participating in tendering in JDA for Six Months in addition to forfeiture of Earnest Money/Security Deposit/Performance Guarantee and other action under agreement.
54. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
55. The rates provided in tender documents are inclusive of all Taxes royalty.
56. 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."
57. The tenderer are required to submit copy of their enlistment as contractor.
58. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
59. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
60. The contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
61. Agency can withdraw the contract provided, agency agree to surrender the PG & giving prior intimation of at least 3 months in advance.
62. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 shall be applicable.
63. **Time Period of Operation and Maintenance**
 1. Time of operation of Jaldhara will be from 10 AM to 09.00 PM in Summer and 10Am to 8.0 Pm in winter daily. Time of operation of Jaldhara may be changed by JDA.

64. Penalty provision

1. JDA can terminate the contract if there is a breach of agreement.
2. JDA has the authority to accept/reject the bid at any stage after recording the reasons for rejection.

65. Jurisdiction

- 1 Jaipur (City) will be the jurisdiction for any litigation in this regard.

Special conditions will also be a part of contract agreement.

Executive Engineer (Garden-I)
JDA, Jaipur

Signature of Bidder
With full name, address & phone.

Terms & Conditions for Annual Maintenance for JDA
Jaldhara, JLN Marg, Jaipur

- 1 Firm will appoint their Operator/Technician for daily functioning of the fountains, water fall, lights and water recycle system and plants as per schedule of maintenance as per annexure-I & routine tests as per JDA norms.
- 2 Firm will be responsible for the daily maintenance schedules and operations required for smooth & uninterrupted performance of the fountains, Lights and recycle system.
- 3 Firm will rectify any defect within 24Hrs from the time of occurrence of the same failing which JDA will be free to undertake such repairs on the cost of the agency through any other agency.
- 4 Firm will be penalized on daily basis in the case of failure of the system. The Penalty will be Rs.5000/Day
- 5 Firm will ask operator to maintain Log book for maintenance schedule of the Fountains, Lights and recycle system.
- 6 If fountains, lights and recycle system failures occurred due to main Electricity supply failure will not be considered as Firm's fault.

Executive Engineer (Garden-I)

Signature of Contractor with seal

Annexure-'I'

Maintenance Manual for Fountains, Lights and Recycled pump at JDA Jaldhara, JLN Marg, Jaipur:

Pump:

- ☐ Keep operating Pumps on regular basis to prevent Impeller to get jammed.
- ☐ Always check water level to protect dry running of the pumps before operating fountain.
- ☐ There should be no blocking material kept near pump suction.
- ☐ Repair the pump in case of noise or any fault from authorized dealer/vendor only.
- ☐ Filter of Recycled pump shall be cleaned daily before start of recycle system.

Panel:

- ☐ Keep Panel room door closed to prevent any mis-happening & unwanted entry of any person/animal etc.
- ☐ If Phase Preventor is not holding check all incoming Phases.
- ☐ If discharge of the pump drop considerably check RYB incoming Phases inside Electrical Panel.
- ☐ In case of any alteration in connection inside Panel always switch off Main Isolator.
- ☐ Always check all the phases for proper input voltages before operating Fountains.
- ☐ Never make any loose connection inside Panel for temporary supply connection.

Nozzles:

- ☐ Keep Nozzles in proper angles when operating fountain.
- ☐ Clear nozzle outlet in case of choking.
- ☐ Never use improper tools to open and tight Nozzle Heads.
- ☐ Never hammer Nozzles for the adjustment or cleaning.

Water Quality :

- ☐ Water Quality has to be maintained with good visibility.
- ☐ Do not allow anybody to wash their hands inside pool and check unwanted elements.
- ☐ Contractor shall do chlorination @ 0.5ppm & other treatment of water as per requirement at his own cost
- ☐ Contractor shall put dosages of alum as per requirement of turbidity (approx. 100 kg per day)
- ☐ Contractor shall remove algae, weeds & other floating and settled impurities in water and keep water clean.

Fish Aquarium & Bird House :

- ☐ Keep fishes & birds alive with cleanliness.

Plants :

- ☐ Keep all existing trees/plants well and perform seasonal flowering plants as & when required.

Civil Maintenance :

- ☐ Keep all civil items i.e. benches, dustbins, wooden huts, play equipments, walkway etc. with good condition by painting once in a year at least.

Executive Engineer (Garden-I)

Signature of Contractor with seal

Annexure A : Compliance with the code of integrity and No conflict of interest

Any person participating in a procurement process shall-

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

Conflict of interest.-

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

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

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **IDC, JDA, Jaipur**

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

(1) Filing an appeal:-

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

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

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

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

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Annexure D :Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

FORM No. 1
[see rule 83]

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

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

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

Place :

Date :

Appellant's Signature

To be given on Non-Judicial stamp

Paper of Rs. 50/- only, Self-Attested

AFFIDAVIT

I/We Proprietor/ Partner/ Authorized
signatory of M/s under take the oath that the information
furnished by me/us Bid for **Operation & Maintenance of Jaldhara, JDA, Jaipur** is correct to the best
of my/our knowledge. If any information is found to be incorrect JDA has right to reject the Bid and
to take action against me/us as per rules.

.....

Proprietor/ Partner/ Authorized signatory

M/s

.....

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work:- Operation & Maintenance of Jaldhara, JDA, Jaipur on Lease hold/Rental for Two years.

Place:- Near Shiksha Sankul, JLN Marg, Jaipur.

Schedule "H"

S. No.	Name of work	Unit	Amount payable to JDA Per Month (In Rs.)	
			In figures	In words
1	Operation & Maintenance of Jaldhara, JDA, Jaipur on Lease hold/Rental for Two years. (Operation and maintenance of Jaldhara premises. Work includes O&M of fountain, tubewells, music system, childrens play equipments, lights and other fixtures like benches, dustbin, water cooler etc. including repair/change of damages parts. The work also includes repair of civil work, electrical work, gardening of plants including watering and replacing of wilted plants, plantation of new seasonal plants, cleaning of ponds with required chemical, toilets, water coolers, fish aquarium, brooming of pathways and entire area of Jaldhara. Work also includes security of Jaldhara premises, collection of entry tickets, depositing of electricity bill and other works as per direction of Engineer-in-charge.)	Per Month		

Note:- The bidder should not give negative sign with quoted amount.

Executive Engineer (Garden-I)
JDA, Jaipur

I/We hereby agree to do the above work on rates quoted by me/us on terms & conditions enclosed with tender document.

Signature of Bidder
With full name, address & phone.