

Jaipur Development Authority, Jaipur

Office of Deputy Director (Exp. & Budget)

Room No. NB-SF-215E, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004

Telephone :- +91-141-2569696

No. JDA/AO(Payment)/2016-17/D-

Dated:

Notice Inviting Bid

NIB No. JDA-Payment-01/2017-18

Online Bids are invited up to 3.00 PM Till 27-04-2017 from registered Chartered Accountants for E-filing and compilation of Income Tax & Service Tax, preparation of Form no. 16. Complete details & terms and conditions may be seen in the bidding document available on www.jaipurjda.org, www.sppp.rajasthan.gov.in and www.eproc.rajasthan.gov.in

To participate in the bid, bidder must be :-

- 1- Registered on JDA website www.jaipurjda.org and 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 and submit online E-Bid.

Deputy Director
(Exp. & Budget)
Procuring Entity

DETAILED NIB

Name & Address of the Procuring Entity	Name: Deputy Director (Exp. & Budget), Jaipur Development Authority Address: Room No. 215E, New Building, Second Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)		
Subject Matter of Procurement	Professional Service for E-filing and compilation of Income Tax & Service Tax, preparation of Form No. 16 for two years.(2017-18 & 2018-19)		
Bid Procedure	Single Stage Two part open competitive eBid procedure at http://eproc.rajasthan.gov.in		
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1		
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jaipurjda.org		
Website for online Bid application and payment *	www.jaipurjda.org For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 400.00 Rupees (Four Hundred only) ○ RISL Processing Fee: Rs. 1,000.00 (Rupees One Thousand only) ○ Requisite Bid Security Deposit 		
Estimated Procurement Cost	INR 9,00,000 (Rupees Nine Lac only)		
Bid Security Deposit*	✓ Rs. 18,000/- i.e. 2% of Estimated Procurement Cost.		
Applying Bid and making Online Payment on JDA portal			
Start Date	11/04/2017 at 5:00 PM onwards	Last Date	24/04/2017 by 5:00 PM
Bid Submission on e-Procurement Portal of GOR			
Start Date	11/04/2017 at 5:00 PM onwards	Last Date	27/04/2017 by 3:00 PM
Technical Bid Opening			
On 27-04-2017 at 4.00 in Room No. NB-SF-215E, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)			
Financial Bid Opening			
Date/ Time/palace of Financial Bid opening will be intimated later to the qualified Bidders			
Bid Validity	90 days from the bid submission deadline		
* The amount is to be deposited online by bidder. In case the amount exceeds the online payment limit the payment may be made through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.			
Note:			
<ol style="list-style-type: none"> 1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. 2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted. 3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 			

5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by 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 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 RTPPA 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. 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.
3. The Bid Document Fee, RISL Processing Fee and Bid Security Deposit are in addition to the JDA registration fee.

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 while 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 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.

Sample of Bid Participation Receipt:

Jaipur Development Authority

Bid Participation Receipt

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

Bid Detail

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

Bidder Detail

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

Dates Detail

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

Specific Instrument Detail for eProc Rajasthan

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

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

Abbreviations & Definitions

JDA	Jaipur Development Authority
GOR	Government of Rajasthan
Act	The Rajasthan Transparency in Public Procurement Act, 2012 and Rules 2013, Government of Rajasthan, Rajasthan
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Procuring Entity /Purchaser/ Tendering Authority/ Buyer	Person or entity that is a recipient of a good or service provided by a Bidder / Supplier/Seller under a purchase order or contract of sale.
Bidder / Supplier/Seller	A company registered under Indian Companies Act, 1956 or a partnership firm registered under Partnership Act or a proprietorship firm.
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Authorised Signatory	The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security Deposit	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. Also called as BSD.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date mention in the Work Order
AoC	Award of Contrat
AoS	Award of Service
BoS/ BoQ	Bill of Service/Bill of Quantity
BG	Bank Guarantee
Day	A calendar day as per GoR/ GoI.
INR	Indian Rupee
ITB	Instruction to Bidders
JDA	Jaipur Development Authority
LD	Liquidated Damages
MAF	Manufacturer’s Authorization Certificate
NIB	Notice Inviting Bid

PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
PSD/ SD	Performance Security Deposit/ Security Deposit
RISL	RajCOMP Information Services Ltd.
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

Section 1: Project Profile & Background Information

The Jaipur Development Authority was established in the year 1982. Jaipur Development Authority was created by the State government of Rajasthan with a vision to combat and manoeuvre the growing requirements of a large city in wake of the increasing population and to help give Jaipur a planned look compatible and comparable to any metropolitan city of repute. For this motive J.D.A. was given powers and a green signal to speed up the development and progressive growth of the entire city.

JDA has been working towards time bound constructions, creation and development of the present-day Jaipur based on major scientific and hi-tech strategies.

According to the promises and commitments of the Rajasthan Government, JDA is continuously proving itself as the pioneer of development, creating a state of the art city of substance.

As the Jaipur Development Authority has a major role in the development of the Jaipur City, it works in the Public realm and hence invites a great deal of Public dealings. As an authority they have to deal with issues of land, public grievances, notifications, information, tendering, records and a whole ambit of development issues.

JDA has E-Deduct Income Tax (TDS) from salary payments, Civil Payments, and structure & land acquisition payment as mandated under Income Tax Act. JDA seeks to procure services from registered Chartered Accountants for e-filing of the e-TDS returns preparing and generating of form No. 16 and checking of the statement prepared by the JDA and receipts for filing of the return and deposit of Taxes.

Section 2: Technical Specifications/Eligibility Criteria

The following requirements must strictly be fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the requirements. The bids received without the documentary evidences will be rejected out rightly.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Bidder Entity	Joint ventures or Consortiums are NOT allowed to bid or meet the eligibility criterion. Bidder should bid on it's own strength and meet all eligibility criteria.	The bidder is required to furnish a self-declaration on letter head.
2.	Legal Entity	The bidder should be registered under The Institute of Chartered Accountants of India.	Registration Certificates issued by the ICAI.
3.	Experience	The bidder must have experience as tax consultant of any govt. deptt./board/corporation/local bodies/under takings/ minimum of one year in last five years.	The bidder is required to furnish work order or Commissioning Certificate.
4.	Tax registration	The Bidder should have a registered number of a. Services Tax where his business is located b. Income Tax / Pan Number	Copies of relevant(s) Certificates of registration.

Section 3: Scope of Work

The Following Jobs are to be performed:

A. The Income Tax (TDS) on Salary payment compliances:-

- I. Proper compilation of figures for E-TDS return of the salary as mandated in Income Tax Act.
- II. Proper deduction of tax at source for salaried employees.
- III. Timely deposit the tax in correct account with correct code and correct assessment year.
- IV. Verification of PAN no. of each employee from the database and checking of the entry of PAN to be corrected in the E-TDS information and maintaining the master data of PAN of all employees.
- V. Providing full and detailed information for the rectification of the mistake if any and revision of the return including the PAN no and payment corrections.
- VI. The checking of the figures with the final accounts for such payments.
- VII. Checking of the pre-detail form 16 for correct deduction of tax.
- VIII. Issuing of form 16.
- IX. Other related matters-providing the evidence for filling and payment.

B. Income Tax (TDS) on Civil Payments:-

- I. Compilation of the figures for E-TDS return of the civil payment fortnightly.
- II. Proper deduction of tax at source from each payment.
- III. Timely depositing tax in correct account with correct code and correct assessment year.
- IV. PAN no. of each deductee to be checked from the database and maintaining the master data of PAN of all deductees.
- V. Checking of the entry of PAN to be correct in the E-TDS information.
- VI. Providing full and detailed information for the rectification of the mistake if any and revision of the return including the PAN no and payment corrections.
- VII. The checking of the figures with the final accounts for such payments.
- VIII. Issue of form 16 A on quarterly basis.
- IX. Other related matters-providing the evidence for filing and payment.

C. Income Tax (TDS) on Land and structure Payment :-

- I. Maintenance of the records of the land payments made and cheque issued under each award with the details of the cheque of TDS.
- II. Tracing the payment from the bank statement on monthly basis and making the payment of TDS to the credit of the income tax deptt.
- III. Collection of the PAN no from the Zones or certificates of agriculture land or the TDS to be applied @20%.
- IV. Compilation of the figures for E-TDS return based on the payment from the bank account and cheque dates.
- V. PAN no. of each deductee to be checked from the database.
- VI. Checking of the entry of PAN to be correct in the E-TDS information.

- VII. Providing full and detailed information for the rectification of the mistake if any and revision of the return including the PAN no and payment corrections.
- VIII. The checking of the figures with the final accounts for such payments.
- IX. Issue of form 16 A on quarterly basis.
- X. Other related matters-providing the evidence for filing and payment.

Work Allocation/Coordination :-

JDA staff will complete the statement of payment at the end of each fortnight with full details and to submit the soft as well as the hard copy (signed), to collect the PAN no, to collect the details of the cheques issued, to provide the basis details and statement duly verified for tax payment and deposit. The cheque of the Tax is to be given for E-payment to a separate account. Further to provide the details for correction updation, rectification and finalization of the details for E-filing and other compliances like issue of form 16 etc in day to day manner as if the work is their responsibility, the compilation cell is to assist and support on day to day basis for ensuring the compliances.

Compilation cell is to compile all the details and check the PAN and other particulars and support to provide all the job as detailed above.

Computer and other facilities will be provided by JDA to bidder. The coordinating person will be the AO (Payment) JDA for income tax and DD(E&B) for service tax and overall supervision matters.

D. Service Tax :- Checking of the statement prepared by the JDA of billing and receipts for filing of the return and deposits of Taxes.

Section 4: Instruction to Bidder (ITB)

1. Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be as specified in the detailed NIB. The complete bidding document shall also be placed on the State Public Procurement Portal and www.jaipurjda.org.
- b) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2. Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity: Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

3. Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

4. Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://e->

procurement.rajasthan.gov.in.

- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
1. Technical Bid, including fee details, eligibility & technical documents
 2. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement) and Bid Security Deposit (BSD)	Receipt of online submission
Authorizations / Undertakings / Declarations		
2.	All the documents mentioned in the "Authorizations / Undertakings / Declarations".	As Per Annexure-1: Technical Bid Evaluation Checklist (as per the format mentioned against the respective "Authorizations / Undertakings / Declarations" clause).
Technical Eligibility Documents		
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As Per Annexure-1: Technical Bid Evaluation Checklist (as per the format mentioned against the respective 'Eligibility Criteria' clause).

- e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid	As per financial offer as annexure-6

- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non- submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

5. Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

6. Bid Security Deposit (BSD): Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited, may however be taken into consideration in case bids are re- invited.
- d) The bid security may be given in the form of bank guarantee, in specified format as given in the bidding document, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 1. when the bidder withdraws or modifies its bid after opening of bids;

2. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 3. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 4. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 5. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before BSD is forfeited.
- k) No interest shall be payable on the BSD.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
1. the expiry of validity of bid security;
 2. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 3. the cancellation of the procurement process; or
 4. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

7. Deadline for the submission of Bids

- a) Bids shall be received up to the time and date specified in the NIB.

8. Opening of Bids

- a) The Bids shall be opened by the Bid Opening Committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidder's names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of bid/Cover shall be opened (only for the bidders who have submitted the prescribed fee(s) to JDA).
- e) The committee shall conduct a preliminary scrutiny of the opened Bids to assess the prima-facie responsiveness and ensure that the: -
1. bid is accompanied by bidding document fee, bid security and duly signed.
 2. bid is valid for the period, specified in the bidding document;
 3. bid is unconditional and the bidder has agreed to give the required performance security; and

4. other conditions, as specified in the bidding document are fulfilled.
5. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

9. Selection Method: The selection method is Least Cost Based Selection (LCBS or L1).

10. Evaluation & Tabulation of Financial Bids: Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the Bid Opening Committee in the presence of the bidders or their representatives who choose to be present
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) Conditional Bids are liable to be rejected;
- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) The offers shall be evaluated and marked L1, L2, L3 etc., L1 being the lowest offer and then others in ascending order in case price is the only criteria, OR evaluated and marked H1, H2, H3 etc., in descending order.
- g) The bid shall also be evaluated Item wise and marked L 1, L2, L3 etc. L1 being lowest offer for particular Item and then others in ascending order.
- h) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity
- i) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- j) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

11. Correction of Arithmetic Errors in Financial Bids: The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely-

- a) multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee 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;
- b) 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
- c) 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 clause (a) and (b) 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.

12. Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 1. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 2. the information submitted, concerning the qualifications of the bidder, was materially Inaccurate or incomplete; and
 3. the bidder is not qualified as per technical qualification mentioned in the bidding document;
 4. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 5. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 6. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded / disqualified as soon as the cause for its exclusion/disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 1. communicated to the concerned bidder in writing;
 2. published on the State Public Procurement Portal, if applicable.

13. Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the Procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of

qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

14. Procuring entity's right to accept or reject any or all Bids: The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

15. Right to vary quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased as per RTPP Act-2012 and Rules-2013. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- c) 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. The repeat order shall be as under :-
 1. 50% of the quantity of the individual items and 50% of the value of original order contract in case of works; and
 2. 50% of the value of goods or services of the original contract.

16. Performance Security:

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders.
- b) The amount of performance security shall be 5% of the amount of work order in case of procurement of goods and services. Performance security shall be furnished in form of Bank Draft or Banker's Cheque of a scheduled bank.

- c) Performance security shall be furnished in any one of the following forms: -
1. Bank Draft or Banker's Cheque of a scheduled bank;
 2. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 3. Fixed Deposit Receipt (FDR) of a scheduled bank and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified as above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
1. When any terms and condition of the contract is breached.
 2. When the bidder fails to make complete supply satisfactorily.
 3. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

17. Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

18. Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
1. impede enforcement of any law;
 2. affect the security or strategic interests of India;
 3. affect the intellectual property rights or legitimate commercial interests of bidders;
 4. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

19. Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
1. at any time prior to the acceptance of the successful Bid; or
 2. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
1. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;

2. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

20. Code of Integrity and no Conflict of Interest

- a) Any person participating in the procurement process shall -
 - i. 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;
 - ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
 - v. 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;
 - vi. not obstruct any investigation or audit of a procurement process;
 - vii. disclose conflict of interest, if any; and
 - viii. 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.
- b) **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 this bidding process if, including but not limited to:
 1. have controlling partners/shareholders in common; or
 2. receive or have received any direct or indirect subsidy from any of them; or
 3. have the same legal representative for purposes of this Bid; or
 4. 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 this bidding process; or
 5. the Bidder participates in more than one Bid in this 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
 6. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or

7. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.
- ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.
- iii. Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

21. Interference with Procurement Process: A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

22. Grievance Redressal during Procurement Process and Appeals

The designation and address of the **First Appellate** Authority is Commissioner, Jaipur Development Authority, JLN Marg, Jaipur (Rajasthan)

The designation and address of the **Second Appellate** Authority is Principal Secretary / Additional Chief Secretary, Urban Development and Housing, Secretariat, Jaipur (Rajasthan)

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.

1. 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.
2. 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.

3. Appeal not to lie in certain cases
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
 - (a) determination of need of procurement;
 - (b) provisions limiting participation of Bidders in the Bid process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.
4. Form of Appeal
 - (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
5. 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.
6. 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.

Section 5: General Terms & Condition of Bid & Contract

Bidders should read these conditions carefully and comply strictly while sending their bids.

1. **Definitions:** For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -
 - a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
 - c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - d) "Day" means a working calendar day.
 - e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
 - f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
 - g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
 - h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
 - i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
 - j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
 - k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
 - l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

2. **Contract Documents:** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended

to be correlative, complementary, and mutually explanatory.

3. Notices

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

4. Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State / the Country (India), unless otherwise specified in the contract.

5. Supplier's/ Selected Bidder's Responsibilities: The Supplier / Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and / or contract.

6. Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

7. Taxes & Duties

- a) The income tax, service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier / Selected Bidder as per the law in force at the time of execution of contract.

8. Sub-contracting

- a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser / Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

9. Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI / ISO / other applicable specifications / certifications / standards, those articles should conform strictly to those specifications / certifications / standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the article supplied conforms to the specifications shall be final and binding on the supplier / selected bidder.
- b) Technical Specifications and Drawings
 - a. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

- b. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - c. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
 - c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
 - d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
 - e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.
- 10. Risk & Cost:** If successful bidder fails to complete the milestone(s) the same will be got executed by another firm JDA and the expenses incurred in this account will be charged by the bidder.

11. Settlement of Disputes

- a) **General:** If any dispute arises between the supplier / selected bidder and JDA during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier / selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier / selected bidder.
- b) **Standing Committee for Settlement of Disputes:** If a question, difference or objection arises in connection with or out of the contract / agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee as decided by JDA for decision, if the amount of the claim is more than Rs. 50,000/-.
- c) **Procedure for reference to the Standing Committee:** The supplier / selected bidder shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh,

within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the JDA's stand before the standing committee. From the side of the supplier / selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and JDA. The standing committee, if it so decides, may refer the matter to the empowered committee as decided by JDA.

- d) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

Section 6: Special Terms & Conditions of Bid & Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Contracting

Under this contract Sub-Contracting is not allowed by the successful bidder(s).

2. Contract period- Two years.

3. Financial Bid

The Bidder should quote the rate per month. The rates should be inclusive all taxes.

4. Payment Terms :-

- a) Payment will be made on monthly basis.
- b) The successful bidder will make the request for payment in writing, accompanied by invoices describing, as appropriate.
- c) The currency or currencies in which payments shall be made to the successful bidder under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges will be borne by the successful bidder.

Annexure-1: Technical Bid Evaluation Checklist

(On bidder's letter head)

Part – A: Authorizations / Undertakings / Declarations

S. No.	Specific Requirements	Documents Required	Page No. (to be filled by bidder)
1.	The Bidder should deposit Tender Fee, BSD along with the Technical bid.	DD/ Banker cheque	
2.	Tender Form	As given in Annexure 2 on Bidders letterhead	
3.	Bidder's Authorization Certificate	As given in Annexure 3 on Bidders Letterhead	
4.	Self-declaration – No Blacklisting	As given in Annexure 4 on Bidder's Letterhead	
5.	Technical Bid Submission Sheet	As given in Annexure 7 on Bidder's Letter head	
6.	Financial Bid Undertaking	As given in Annexure 8 on Bidders Letterhead	
7.	Declaration by the Bidder regarding Qualification Under Section 7 of the ACT	As given in Annexure 5 on Bidders Letterhead	

Part – B: Eligibility Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Bidder Entity	Joint ventures or Consortiums are NOT allowed to bid or meet the eligibility criterion. Bidder should bid on it's own strength and meet all eligibility criteria.	The bidder is required to furnish a self-declaration on letter head.
2.	Legal Entity	The bidder should be registered under The Institute of Chartered Accountants of India.	Registration Certificates issued by the ICAI.
3.	Experience	The bidder must have experience as tax consultant of any govt. deptt./board/corporation/local bodies/under takings/ established private sector minimum of one year in last five years.	The bidder is required to furnish work order or Commissioning Certificate.
4.	Tax registration	The Bidder should have a registered number of c. Services Tax where his business is located d. Income Tax / Pan Number	Copies of relevant(s) Certificates of registration.

**Annexure-2: Tender Form
(On bidder's letter head)**

1. Addressed to:

Name of the Procuring Entity	Deputy Director (Exp. & Budget), Jaipur Development Authority
Address	Jaipur Development Authority Room No. 215E, New Building, Second Floor, J.L.N Marg, Opp. Birla Mandir, Jaipur Rajasthan 302004
Telephone	0141- 2569229 (EPBX: 8800)

2. Firm Details:

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm Put Tick mark	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation /Affiliation, if Any				

3. Deposited Tender Fee, Processing Fee & Bid Security Vide Challan No. _____
Date _____ of online Receipt generated after applying online.

4. We agree to abide by all the terms and conditions mentioned in this form issued by the Tendering Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure-3: Bidder's Authorization Certificate
(On bidder's letter head)**

To:

Deputy Director (Exp. & Budget) [Procuring Entity]
Room No. 215E, New Building, Second Floor
Jaipur Development Authority, Jaipur

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB Reference No. _____ Dated _____.

He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of Bidder	
Address:	
Authorised Signatory:	
Signed :	
Date :	
Pace :	
Seal of the Organization:	Signature Verified

**Annexure-4: Self-Declaration – No Blacklisting
(On bidder's letter head)**

To:
Deputy Director (Exp. & Budget) [Procuring Entity]
Room No. 215, New Building, Second Floor,
Jaipur Development Authority, Jaipur

In response to the NIB Ref. No. _____ dated _____ for {Project Title} _____, as an Owner/Partner/Director of _____, I/ We hereby declare that presently our Company/ firm _____ or any of our group or associate companies, at the time of bidding, is having unblemished record and is not declared ineligible or has been issued letter for blacklisting for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT or the Procuring Entity.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure: 5- Declaration by the Bidder regarding Qualification
Under Section 7 of the ACT
(On bidder's letter head)**

Declaration

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal 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.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-6: Financial Offer

(The rates shall be filled up separately in given format on e-procurement portal with financial bid).

1. Name of Firm :-
2. Address:-
.....
.....
3. Name of Authorized Signatory :-
4. Detail of registration No. :-
.....
(enclose certificate)
5. Detail of experience :-
.....
(separate sheet be attached)
6. PAN No. :-
7. Financial offer :- I have read and understood the job/terms & conditions and agree to do the job on monthly remuneration of Rs. (in words).....
..... inclusive of all applicable taxes.

Signature with Seal of
Authorized Signatory

**Annexure-7: Technical Bid Submission Sheet
(On bidder's letter head)**

To:

Deputy Director (Exp. & Budget) [Procuring Entity]
Room No. 215, New Building, Second Floor,
Jaipur Development Authority, Jaipur

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda No. _____.
2. We offer for Supply of UPS and Batteries in conformity and in accordance to the Bid Document.
3. Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our Bid is accepted, we commit to obtain a Performance Security in the amount of **5%** of the Contract Price for the due performance of the Contract;
5. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;
6. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
7. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by any State/ Central government/ PSU/ UT or the Procuring Entity;
8. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
9. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
10. We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;
11. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2012 and this Bidding Document in this procurement process and in execution of the Contract.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-9
: Financial Bid Submission Sheet
(On bidder's letter head)

To:
Deputy Director (Exp. & Budget) [Procuring Entity]
Room No. 215, New Building, Second Floor,
Jaipur Development Authority, Jaipur

We, the undersigned, declare that:

1. We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We hereby confirm that I / We have bid for **all items** mentioned in the Bill of Material (BOM) / Bill of Quantity.
3. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.
4. I / We undertake, if our bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the schedule of Requirements.
5. I / We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.
6. I / We agree to abide by this bid for a period of days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
8. I / We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
9. I / We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure–10: Agreement
(On Non-Judicial Stamp Paper of Rs. 500/-)**

Agreement

THIS AGREEMENT made on this day of between of (herein after “the Procuring Entity”), of the one part, and Of (here in after “the Supplier”), of the other part:

Whereas the procuring Entity invited Bids for Supply of Network Switches and has accepted a Bid by the Supplier for the sum of (herein after “the Contract Price”).

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Procuring Entity's Notification to the Supplier of Award of Contract And Award of Services;
 - b) Pre-Qualification / Eligibility Criteria ;
 - c) Scope of Work ;
 - d) Instruction to Bidder (ITB) ;
 - e) General Terms & Condition of Bid & Contract ;
 - f) Special Terms & Conditions of Bid & Contract ;
 - g) The Notice Inviting Bids ; and
 - h) All Annexure’s.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity for Supply of Network Switches and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the Supply of Network Switches and the remedying of defects therein, 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 to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

For the Supplier

Name:
Designation :
Address :
Signed by:
Witness 1 :
Witness 2:

**For the Procuring Entity (On behalf of JDA/
the Procuring Entity)**

Name
Designation
Address :

**Annexure 11: Memorandum of Appeal under the Rajasthan Transparency in
Public Procurement Act, 2012**

FORM No. 1

[See rule 83]

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

Appeal No _____ of _____
Before the _____ (First / Second Appellate
Authority)

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

_____ (Supported
by an affidavit)

7. Prayer:

Place : _____

Date : _____

Appellant's Signature