
JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. N-110, 2nd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle,

JawaharLal Nehru Marg, Jaipur – 302004

Telephone: +91-141-2569696 e.mail: jdaee7@gmail.com

No.:-JDA/EE-7/100-136/2017-18/D-166

Dated : 20-11-2017

NOTICE INVITING BID

NIB No. : JDA/EE-7/06-07/2017-18

Online Bids are invited up-to 06:00 PM of 08-12-2017 and 26-12-2017 for (1) "Removal of Stagnant water from Girdharipura Kacchi Basti in Rainy Season in Zone-7, JDA Jaipur" Estimated cost of Rs. 3.38 Lacs (**UBN No.** and (2) "Miscellaneous Civil and Patch Repair work in Zone-7 Area, JDA Jaipur" Estimated cost of Rs. 120.00 Lacs (**UBN No.**). The last date for Applying Bids and making online payment on JDA portal is upto 06:00 PM of 08-12-2017 and 26-12-2017. Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in

To participate in the bid, bidder has to be:

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

(Arun Kumar Sharma)
Executive Engineer-7

Copy to :-

01- PRO Cell, JDA, Jaipur for publication in News paper.

Job No. 100 & 136/2017-18

(Arun Kumar Sharma)
Executive Engineer-7

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Room No. N-110, 2nd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle,
JawaharLal Nehru Marg, Jaipur - 302004
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No.:JDA/EE-7/2017-18/D-166

Dated : : 20-11-2017

NOTICE INVITING BID**NIB No. : EE-7/06/2017-18**

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer -7, Jaipur Development Authority ➤ Address: Room No. N-110, 2nd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004 ➤ Telephone: +91-141-2569696 e.mail: jdaee7@gmail.com
Subject Matter of Procurement	<ul style="list-style-type: none"> ➤ for "Removal of Stagnant water from Girdharipura Kacchi Basti in Rainy Season in Zone-7, JDA Jaipur " ➤ Job No. : 100/2017-18
Bid Procedure	<ul style="list-style-type: none"> ➤ Single Stage tender (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	<ul style="list-style-type: none"> ➤ L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<ul style="list-style-type: none"> ➤ 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. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 100/- (Rupees One Hundred only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ➤ Requisite Bid Security Deposit
Estimated Procurement Cost	<ul style="list-style-type: none"> ➤ INR 3.38 Lacs (Rupees Three Lac Thirty Eight Thousand only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR) : 2% (Rs. 6,760/-) of Estimated procurement cost, 0.5% (Rs. 1,690/-) S.S.I. Rajasthan, 1% of Sick Industries , other than SSI. whose cases are pending with Board of Industrial & Financial Reconstruction (*2% for Bidder who is A and AA Class contractor registered in other Government Department /0.5% for Bidder registered as contractor AA, A, B,C in JDA) ➤ Micro small medium Enterprises Situated in Rajasthan Tender Fee 50% EMD Value 0.5% ➤ In case of Department of the state Government and undertakings, corporations, Autonomous bodies, Registered societies, Cooperative societies which are owned or controller or managed by 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	➤ N/A
Applying Bid and Making Online Payment on JDA portal. (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 24/11/2017 at 9:30 AM onwards ➤ End Date: 08/12/2017 up to 6:00 PM ➤ In case EMD in form BG Original Bank Guarantee is to be submitted in Room No. MBSF 225A,DD (E&B) of Main Building, Jaipur Development Authority by 12-11-2017 up to 04:00 AM
Bid Submission on e-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date: 24/11/2017 at 9:30 AM onwards ➤ End Date: 08/12/2017 up to 6:00 PM
Date/ Time/ Place of Technical Bid Opening	➤ N/A
Date/ Time/ Place of Financial Bid Opening	➤ Date 13-12-2017 at 3:00 PM ➤ Office of Executive Engineer -7, Jaipur Development Authority (Room No. N-110, 2 nd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004, Telephone: +91-141-2569696 email: jdaee7@gmail.com
Bid Validity	➤ 120 days from the bid submission deadline
Completion period of work	➤ 12 (Twelve) 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.	
<p>* 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.</p> <p>The bidder also have choice of depositing Bid security/ EMD through bank guarantee (BG) also. In case of bidder opting to submit bid security through BG in the format provided along with bid document, the bidder will be provide details of BG viz , bank guarantee no, is suing date, expiring date etc. on online tendering system of JDA. However, the tender fees and processing charges of RISL continue to be paid through online mode only i.e. payment gateway of RTGS/NEFT. A copy of the Bank Guarantee will be required to be attached with the bid submission document uploaded on e-Procurement portal of GOR.</p> <p>The physical Bank Guarantee will be deposited in JDA Only after schedule date & time of closing date for submission of bid on e-Procurement portal of GOR The physical Bank Guarantee will be physically handed over to Nodal Office of online tendering system of JDA (Presently in Room No. MB-SF-225A of Main Building). After verification, original BG will be sent to respective procuring entity which will be refunded/returned by procuring entity as per rules.</p>	
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.

(Arun Kumar Sharma)
Executive Engineer-7

OFFICE OF THE JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

- 1 Name of work : "Removal of Stagnant water from Girdharipura Kacchi Basti in Rainy Season in Zone-7, JDA Jaipur".
- 2 NIB No. : EE-7/06/2017-18
- 3 Approximate cost : Rs. 3.38 Lacs
- 4 Cost of the tender documents : Rs. 100.00 The Bidders are required to submitted Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fess the bid of respective bidder will be considered as non-responsive and shall be rejected.
- 5 Bid Processing fees : Rs. 1000/- (In favour of M/s M.D. R.I.S.L., Jaipur)
- 6 Earnest Money (in favour of Secretary, JDA, Jaipur) : Rs. @ 2% Rs. 6,760/- (For A & AA class contractor registered in other department and @ ½ % Rs. 1,690/- (For contractor registered in JDA) through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date.
Bid Security (Earnest money) may be submitted online or by way of bank guarantee. In case bidder opt to submit bid security through bank guarantee, the bank guarantee should valid up to **14 Months** from the date of opening of the bid in prescribed format.
- 7 Publishing date on SPPP Portal : 20/11/2017 at 11:00 PM Onwards
- 8 Document sale/download/Bid participation amount deposit start date on JDA Portal : 24/11/2017 at 11:00 AM Onwards
- 9 Bid Submission Start Date on eProc Portal of GOR : 24/11/2017 at 11:00 AM Onwards
- 10 Document sale/download/Bid participation amount deposit End date on JDA Portal : 08/12/2017 at 06:00 PM
- 11 Bid Submission End Date on eProc Portal of GOR : 08/12/2017 at 06:00 PM
- 12 Physical BG submission Start Date : 11/12/2017 at 10:00 AM Onwards
- 13 Physical BG submission End Date : 12/12/2017 at 4:00 PM
- 14 **Date/ Time/ Place of Bid Opening : 13/12/2017 at 3:00 PM
Room No. N-110, 2nd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur - 302004
- 15 Completion period of work : 12 Month

SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :

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

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

The drawing may be seen in office of the undersigned.

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

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

SCHEDULE 'D' : TEST OF THE MATERIALS :

The test of the material and workmanship shall be conducted by the JDA staff as necessary, The result of such tests should confirm to the standard laid down in the Indian standards and or the standards laid down in the detailed specification of the Public Works Deptt, Proper quality control is required to be maintained by the contractor qualified personnel as required under the contractor enlistments rules duly approved by the Deptt. shall have to be engaged at site by the contractor. The deptt. reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

SCHEDULE 'E' : SAMPLES OF THE MATERIALS :

The samples of the material to be used by the contractor shall be deposited 7 days in advance with the Engineer In charge and be got approved by him before use.

SCHEDULE 'F' : TIME OF COMPLETION :

The work should start within stipulated period given in the work order and should be completed within the prescribed time period. In case of failure, the Contractor shall be liable for action under the conditions of agreement and special conditions of the tender.

SCHEDULE 'G' : ATTACH SEPARATELY BASED ON BSR PWD, JAIPUR.

SCHEDULE 'H' : SPECIAL CONDITION : ATTACHED SEPARATELY.

SCHEDULE -I Cost of bid documents, Processing Fees & Bid Security Deposit.

Date of submission of Bid Cost, Bid Processing fees & EMD upto **08-12-2017 upto 6:00 PM** through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in portal. There should be a gap 3 working days between End date for Bid applying, Online payment & Bid submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 14 months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in room No. MB-SF 225A main building, JLN Marg, JDA, Jaipur, as per specified in bid documents.

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

Annexure B : Declaration by the Bidder regarding Qualifications

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

**SIGNATURE OF CONTRACTOR
with full address & Mobile No. :**

**EXECUTIVE ENGINEER -7
Jaipur Development Authority,
Jaipur**

SPECIAL CONDITIONS

SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level/cost?
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid bay the JDA to the contractor.
05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the contractor for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the 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 a 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 effect such recoveries under P.D.R. Act.
07. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any tenderer 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 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 dose not complete the work and the work has to be put to retendering, he shall stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tarboiler, sprayer etc.
13. The contractor shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.

14. Rules regarding enlistment of contractors provide that work upto five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-Incharge in writing. Failing which, such material shall be removed by the Engineer-Incharge at risk and the contractor after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. **Special Conditions of Contract regarding Defect Liability Period (DLP) for Various works costing Rs. 25.00 lacs and more shall be applicable.**
25. The tenderer are required to submit copy of their enlistment as contractor.
26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
27. 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.
28. 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.

**Signature of Contractor
with full address & Mobile No.**

**Executive Engineer -7
JDA, Jaipur.**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Other Conditions

1. 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.
2. DLP period of various nature of works amounting more than 25 Lacs has been revised. The time period as per order No.JDA/EX.En.(TA to DE-I)/2016/D-29 dated 11.03.2016.
3. निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा Online नहीं जमा कराई जावें, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नहीं की जावेंगी।
4. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
5. एक यू.टी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावें।

Signature of Contractor
with full address & Mobile No.

Executive Engineer -7
JDA, Jaipur.

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

Any person participating in a procurement process shall –

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

Conflict of Interest :-

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

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

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

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

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

The designation and address of the Second Appellate Authority is EC, JDA, Jaipur

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 authorized 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 and order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1

[See Rule 83]

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

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

1. Particulars of appellant :

(i) Name of the appellant :

(ii) Official address, if any :

(iii) Residential address :

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

(i)

(ii)

(iii)

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

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

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

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

7. Prayer :

Place

Date

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work :- Removal of Stagnant water from Girdharipura Kacchi Basti in
Rainy Season in Zone-7, JDA Jaipur

"H"-SCHEDULE

S. No.	Item	Unit	Qty.	Rate (To be quoted)	Amount
1	Supply of Tractor 35 HP with water tanker including suction and delivering system of 5 HP pump with operator (Helper), fuel & lubricants etc. complete in all respect.	Per day/ 8 Hour	150.00	-----	
		TOTAL			

Executive Engineer-7

JDA, Jaipur