महानिदेशालय कारागार राजस्थान, घाटगेट, जयपुर

क्रमांकः सामान्य/क्रय/मु.भं./05/2020-21/67 निप्पा/ दिनांकः/2/02/2020

खुली प्रतियोगी दर अनुबंध बोली आमंत्रण सूचना

वित्तीय वर्ष 2020-21 में महानिदेशालय कारागार राजस्थान, घाटगेट, जयपुर के सम्पूर्ण परिसर में बगीचा (लॉन) लगाना एवं समस्त पेड़ पौधों का ्रख-रखाव का कार्य करने हेतु, जिसकी वार्षिक अनुमानित लागत रूपये 2.50 लाख होगी के लिए दरें आमंत्रित की जाती है। बोली दिनांक 24/02/2020 को दोपहर 1.00 बजे तक प्राप्त कर उसी दिन अपराह 3.30 बजे खोली जायेगी। बगीचे का अवलोकन, अन्य शर्ते एवं बोली फार्म कार्यालय समय में प्राप्त की/देखी जा सकती है। बोली की अन्य विशिष्टियां व शर्ते सूचना एवं कारागार विभाग की बैबसाइट "www.rajprisons.nic.in" एवं राज्य लोक उपापन पोर्टल ''www.home.rajasthan.gov.in" पर भी उपलब्ध है। बोली फार्म की कीमत राशि रूपये 200/- है जो नियमानुसार नकद राशि/ डीडी/बैंकर चैक आदि जमा कराकर इस कार्यालय से प्राप्त किये जा सकते है। किसी भी बोली को स्वीकार या अस्वीकार करने के संबंध में अंतिम निर्णय का अधिकार अद्योहस्ताक्षरकर्ता का होगा।

> (विकास कुमार) महानिरीक्षक कारागार-I राजस्थान जयपुर

प्रतिलिपि: निम्नाकिंत को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-1. - निजी सचिव, महानिर्देशक एवं महानिरीक्षक कारागार राज., जयपुर।

नोटिस बोर्ड कार्यालय हाजा/कार्यालय उप महानिरीक्षक कारागार रेंज

जयपुर चस्पा हेतु।

- उपाधीक्षक, महानिदेशालय कारागार, राजस्थान जयपुर को प्रेषित कर लेख है कि निविदा को स्टेट पब्लिक प्रोक्यूरमेन्ट पोर्टल प्रकाशित करवाने का श्रम करें।
- प्रभारी, भण्डार शाखा, महानिदेशालय कारागार राजस्थान जयपुर। 4.
- प्रभारी, कम्प्यूटर सैल, महानिदेशालय कारागार, राजस्थान जयपुर को प्रेषित कर लेख है कि निविदा को विभागीय वैबसाईट पर प्रकाशित करवाने का श्रम करें।
- कैशियर, महानिदेशालय कारागार राजस्थान जयपुर को बोली प्रपत्र 6. के आठ सैट नियमानुसार बिक्री हेत् प्रेषित है।

रक्षित पत्रावली। 10.

> महानिरीक्षक कारागार-I राजस्थान जयपुर

। महानिदेशालय कारागार राजस्थान, जयपुर ।।ः बोली प्रारूप ःः

| 1. | महानिदेशालय कारागार राजस्थान, घाटगेट, जयपुर के सम्पूर्ण परिसर में बगीचा (लॉन) लगाना एवं समस्त पेड़ पौधों का |
|----------|--|
| | वार्षिक रख-रखाव किये जाने हेतु बोली। |
| -2. | बोली प्रस्तुत करने वाली फर्म/ठेकेदार का नाम व डाक का पता एवं दूरभाष संख्या : |
| | |
| | |
| 3. | किसको संबोधित की गई। महानिदेशक एवं महानिरीक्षक |
| | कारागार, राजस्थान जयपर। |
| 4. | संदर्भ:-सामान्य/क्रय/मु.भं./05/2020-21/ दिनांक:. |
| 5. | बोली प्रपत्र शुल्क की राशि रूपयेनकद |
| | र्सीद् संख्यादिनांक /डी.डी. अथवा |
| | बैकर्स चैक संख्या दिनांक के |
| | द्वारा जमा कर दी गयी है। |
| 6. | हम महानिदेशालय कारागार, जयपुर द्वारा जारी की गई बोली |
| | सूचना संख्या सामान्य/क्रय/म्.भं./05/2020-21/ |
| | दिनांक में वर्णित सभी शर्तो मय परिशिष्ट ''अ'' |
| | "ब" "स" "द" व एनेक्चर "A" "B" "C" "D"(इनके |
| | सभी पष्ठी पर उनमें उल्लेखित शर्ती को इमारे टारा स्वीकार |
| | किये जाने के प्रमाण में हमने हस्ताक्षर कर दिये हैं) तथा दी |
| | गई उक्त बोली सूचना की अतिरिक्त शर्तों से बाध्य होना स्वीकार करते हैं। |
| 7. | आदेश जारी करने की दिनांक से बगीचा (लॉन) की उचित |
| | देखभाल प्रारम्भ करनी होगी। |
| 3. | फर्म के स्वामियों/भागीदारों के नाम व स्थायी पते की सूची |
| | संलग्न है। |
|). | उद्धृत की गई दरें 31 मार्च 2021 तक के लिये विधिमान्य |
| | होगी। इस अवधि को पारस्परिक सहमित के आधार पर |
| | नियमानुसार बढाया भी जा सकेगा। |
| 0. | बोली प्रतिभूति राशि के पेटे बैंक ड्राफ्ट/बैकर्स चैक संख्या |
| | जो (बैंक का नाम) हैं । |
| | पर आहरित किया गया है/नकद रसीद |
| | संख्या चालान संख्या दिनांक |
| 1 | फ्रम्/ठेकेदार का पंजीयन प्रमाण पत्र प्रस्तुत करना होगा। |
| 1. 2. | बोली दरें संलग्न निविदा प्रपत्र (वित्तीय बिड़) में ही प्रस्तुत की |
| 7.0 | जावेगी। |
| | 700.5799.50 |

बोलीदाता के हस्ताक्षर

कार्यालय महानिदेशालय कारागार राजस्थान, जयपुर <u>निविदा - प्र</u>पत्र (वित्तीय बिड)

महानिदेशालय कारागार, राजस्थान जयपुर पर स्थित बगीचा (लॉन) का वार्षिक रख-रखाव के कार्य की वित्तीय निविदा प्रपत्र।

| 쿜. | मोबाईल नं कार्य का विवरण | | |
|---------------|--|---|---------------------|
| <i>प्रं</i> . | 173 47 19929 | प्रस्तावित वार्षिक राशि (समस्त टैक्स/चार्जेज सहित) | |
| | | अंको में रूपये | शब्दों में रूपये |
| 1. | महानिदेशालय कारागार राजस्थान, घाटगेट, जयपुर के सम्पूर्ण परिसर में बगीचा (लॉन) लगाना एवं समस्त पेड़ पौधों का वार्षिक रख-रखाव का कार्य | | |

कार्यालय महानिदेशालय कारागार राजस्थान, जयपुर

-: बोली की शर्ते :-

(बगीचा (लॉन) वार्षिक रख-रखाव की शर्ते)

महानिदेशालय कारागार राजस्थान, घाटगेट, जयपुर के सम्पूर्ण परिसर में बगीचा (लॉन) लगाना एवं समस्त पेंड पौधों का वार्षिक रख-रखाव का कार्य 31 मार्च 2021 तक के लिये होगा जो कि 03 माह तक बढ़ाई भी जा सकेगी।

बगीचा (लॉन) में प्रतिदिन पानी देना, बगीचे की सफाई, घास 2. उगाई, कटाई व सभी प्रकार की देखभाल की जानी होगी।

बगीचे में स्थित पेड़ो की कटाई-छटाई की जावेगी।

महानिदेशालय कारागार परिसर में पूर्व स्थित बाग-बगीचा का रख-रखाव एवं मोटर साईकिल स्टेंण्ड् व लेखा शाखा क् पास नया बगीचा का विकास करना होगा। कम से कम दो कार्मिक को आवश्यक रूप से कार्य हेतु लगाना होगा जो प्रतिदिन उपस्थिति देकर पूर्ण कार्य दिवस में कार्य करेंगें। परिसर में नये लॉन के विकास हेतु पोधारोपण करना, खाद,

5.

पानी आदि संबंधित कार्य संचित करना होगा।

बगीचे के अलावा कार्यालय में स्थित पेड़, पौधो एवं गमलो 6. की कटाई-छटाई व देखभाल करनी होगी।

भुगतान मासिक अनुपातिक आधार पर महानिदेशालय द्वारा 7. अधिकृत प्राधिकारी द्वारा कार्य संतोषजनक पाये जाने के सत्यापन

पर बिल कोष कार्यालय से पारित होने पर देय होगा।

सफल बोलीदाता को इस कार्य हेतु विभाग के साथ निर्धारित 8. राशि के नॉन-ज्यूडिशियल स्टाम्प पेपर पर अनुबंध करना होगा तथा कार्य निष्पादन राशि 5% आदेश प्राप्त होने के सात दिवस की अवधि में जमा करानी होगी जो कि ''महानिदेशक एवं महानिरीक्षक कारागार राजस्थान, जयपुर''के पक्ष में डी.डी./ बैकर्स चैक द्वारा जमा करवायी जा सकती है।

सफल बोलीदाता द्वारा संतोषप्रद रूप से कार्य नहीं करने पर 9. उनके द्वारा जमा करायी गयी कार्य निष्पादन राशि जब्त करते हुए, उनकी रिस्क एवं कोस्ट पर अन्य फर्म से कार्य करवा

लिया जायेगा।

बोलीदाता की कोई भी शर्त मान्य नहीं होगी। 10.

बगीचा (लॉन) का वार्षिक रख-रखाव कार्य का वार्षिक 11. कुल मूल्य राशि 2.50 लाख तक का अनुमान है। जिसमें कमी एवं वृद्धि हो सकती है।

फर्म द्वारा बोली प्रतिभृति राशि रूपये 5000/- का डी.डी. या

नगद संलग्न करनी होगी।

बगीचे (लॉन) के देखरेख में उपयोग होने वाले मशीन, औजार 13. संयत्र बौलीदाता के होंगे। आवश्यकतानुसार खाद एवं कीटनाशक इत्यादि इस कार्यालय द्वारा उपलब्ध करवाये जायेगें।

- 14. बगीचे के देखरेख के दौरान किसी प्रकार की राज्य सम्पत्ति की हानि की वसूली बिना सूचना के भुगतान बिल से कर ली जावेगी।
- बोली दरें संलग्न निविदां प्रपत्र (वित्तीय बिड़) में ही प्रस्तुत की जावेगी।
- 16. बोली के साथ बोली दस्तावेज के समस्त पत्रादि यथा एनेकचर "A" "B" "C" "D" आदि हस्ताक्षर मय मोहर संलग्न प्रस्तुत करने होगें।
- कार्यालय में स्थित गमलों की देखभाल का भी दायित्व बोलीदाता का होगा।
- 18. बोलीदाता द्वारा नियुक्त कार्मिक का पुलिस सत्यापन करवाने की जिम्मेदारी बोलीदाता की होगी व कार्यालय में नियुक्त कार्मिक का पूर्ण पता, दूरभाष उपलब्ध करवाना होगा तथा श्रम विभाग राज्य सरकार द्वारा निर्धारित न्यूनतम मजदूरी का भुगतान करना होगा।
- 19. कार्य करने के दौरान किसी प्रकार की दुर्घटना होने पर जिम्मेदारी बोलीदाता की होगी। विभाग द्वारा किसी प्रकार का मुवावजा देय नहीं होगा।

बोलीदाता के हस्ताक्षर मय मोहर

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

Any person participating in a procurement process shall-

(a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

(b) Not misrepresent or omit that misleads or attempts to mislead so as to

obtain a financial or other benefit or avoid an obligation;

(c) Not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;

(d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement

process;

(e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) Not obstruct any investigation or audit of a procurement process;

(g) Disclose conflict of interest, if any; and

(h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest.-

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

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

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

(a) Have controlling partners/shareholders in common; or

 (b) Receive or have received any direct or indirect subsidy from any of them; or

Have the same legal representative for purposes of the bid; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or

(e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or

(f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, Works

or services that are the subject of the Bid; or

(g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Signature of bidder

Annexure B: Declaration by the Bidder regarding Qualifications Declaration by the Bidder

| Declaration by the Bidder |
|--|
| In relation to my/our Bid submitted tofo |
| procurement ofin response to the |
| Notice inviting Bids NoDated |
| hereby declare under Section 7 of Rajastha |
| |
| Transparency in Public Procurement Act, 2012 that: |
| I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry; |
| I/we have fulfilled my/our obligation to pay such of the taxes payble to the union and the state government or any local authority as specified in the Bidding Document. |
| I/we are not insolvent, in receivership, bankrupt or being wound up, no |
| have my/our affairs administered by a court or a judicial officer, no have my/our business activities suspended and not the subject of lega 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; |
| 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 DG & IG Jail Rajasthna, Jaipur.

The designation and address of the Second Appellate Authority is Principal Secretary/Additional Cheif Secretary Home Department Govt. of Rajasthan, Jaipur.

(1) Filing an appeal:-

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued thereunder, 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 financialbids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

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

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

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

(5) Form of Appeals:-

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee,

(c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or though registered post or authorised representative.

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Signature of bidder

Annexure D : Additional Conditions of Contract

Correction of arithmetical errors 1.

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

If there is a discrepancy between the unit price and the total price that is i. 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;

It there is an error in a total corresponding to the addition or subtraction ii. of subtotals, the subtotals shall prevail and the total shall be corrected; and

If there is a discrepancy between words and figures, the amount in - iii. 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

At the time of award of contract, the quantity of Goods, Works or (i) 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.

If the Procuring Entity does not procure any subject matter of (ii) 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.

In case of procurement of Goods or services, additional quantity may be (i) procuredby placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, 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.

Signature of bidder

SCHEDULE 'H': CONDITION OF CONTRACT

FORM No. 1

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

| | | ofBefore(First/Second Appellate authority) | |
|-------|--|---|--|
| 1- | Dorti | owless of a self- | |
| 1- | | culars of appellant: | |
| | (i) | Name of the appellant: | |
| * | (ii) | Official address, if any: | |
| | (iii) | Residential address: | |
| 2- | Name (i) | e and address of the respondent(s): | |
| | (ii) | | |
| | (iii) | | |
| 4- | Number and date of the order appealed Against and name and designation of the Office/authority who passed the order (Enclose copy), or a statement of a decision, action or omission of the procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved: If the Appellant propose to be represented by a representative the name and postal address of the representative: | | |
| 5- | Number with th | er of affidavits and documents enclosed appeal: | |
| 6- | Ground | ds of appeal : | |
| 7- | (Suppo Prayer. | rted by an affidavit) | |
| Place | : | | |
| | | | |
| Date | : | | |

Appellant's Signature