

JAIPUR DEVELOPMENT AUTHORITY

Room No. 234, Main Building Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004
Telephone: +91-141-2569696 e.mail : xxxxxxxx@jaipurjda.org

No. JDA/E.E/Elect.-III/2015/D-

Date:

NOTICE INVITING BID

NIB No. : 3(ii)/2015-16

Online Bids are invited up-to 6.00 (ii) 1.11.2015, for Providing and fixing street light poles from Delhi Road to parking at front side of Galta temple and from Sisodiya Rani Garden to back side of Galta temple, Jaipur 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.jaipurjda.org.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jaipurjda.org

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.

Saleem Ahemad
(Executive Engineer Elect-III)
Procuring Entity

JAIPUR DEVELOPMENT AUTHORITY

Room No. 113, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004

Telephone: +91-141-2569696 e.mail : xxxxxxxx@jaipurjda.org

No. JDA/E.E/Elect.-III/2015/D-

Date:

NOTICE INVITING BID

NIB No. : 3 (ii)/2015-16

Name & Address of the Procuring Entity	- Name: Executive Engineer (Elect.-III), Jaipur Development Authority - Address: Room No. 113, CCC Building, 1st Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan) - Email: saleem119164@gmail.com
Subject Matter of Procurement	Providing and fixing street light poles from Delhi Road to parking at front side of Galta temple and from Sisodiya Rani Garden to back side of Galta temple.
Bid Procedure	Two Bid (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.raajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	L-1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	Websites: www.sppp.raajasthan.gov.in, www.eproc.raajasthan.gov.in, www.jaipurjda.org
Website for online Bid application and payment *	- Website: 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. - Bidding document fee: Rs. Rs. 500.00 Rupees (Five Hundred only) - RISL Processing Fee: Rs. 1000 (Rupees One Thousand only) - Requisite Bid Security Deposit
Estimated Procurement Cost	INR 86.05 Lacs (Rupees Eighty Six Lacs and Five Thousand Only)
Bid Security Deposit	Amount (INR) : 2% (Rs. 172100.00) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 43025.00) for Bidder registered as contractor in JDA, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction.
Pre-Bid	N/A
Start/ End Date for Bid Applying, Online Payment and Bid Submission	- Start Date: 12.10.2015 at 6.00 PM onwards - End Date: 02.11.2015 at 9.00 AM
**Date/ Time/ Place of Technical Bid Opening	5.11.2015 at 3.30 PM - Room No. Room No. 113, CCC Building, 1st Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	120 days from the bid submission deadline
Work Execution Period	2 Months
* 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.** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date.	
Note: - Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. - 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. - 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.raajasthan.gov.in (bidders already registered on http://eproc.raajasthan.gov.in before 30-09-2011 must register again). - 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. - Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process. - 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 - The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. - 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. - 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. - The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.	

Saleem Ahemad
(Executive Engineer Elect-III)

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.

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 **Annexure-4**. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jaipurjda.org under [e-Services](#)>>JDA Tender Bidder has to submitted as proof of deposited amount against the Bid on e-Procurement Portal

Jaipur Development Authority

Bid Participation Receipt

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

Bid Detail

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

Bidder Detail

Name of Entity : XXXXXXXXXXXXXXXX **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	

SPECIAL CONDITIONS

SCHEDULE 'H'

1. If there is any typographical error or otherwise in the 'G' Schedule the rate given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
2. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
3. The JDA shall have right to cause an audit 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 than that was due to him under the contract in respect of work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
4. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
5. Wherever any claim against the contractor for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor, In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
6. The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the bids.

7. By submission of this bid the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
8. No conditions are to be added by the contractor and conditional bid is liable to be rejected.
9. All transaction in this execution of this work and this bid will be liable to Sale-Tax vide section. 2(B) read with sub-clause (4) Sale-tax Rule, 1954.
10. If any bidder withdraws his bid prior to expiry of said validity period given at S.No. 7 or mutually extended period or makes modifications in the rate, terms and conditions of the bid within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding he will stand debarred for 6 Months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement.
11. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver, road roller, Tar boiler, sprayer etc.
12. The contractor shall arrange his own storage tanks up to 10 Tones capacity for storage of bulk bitumen wherever supplied by the department.
13. Rules regarding enlistment of contractor provide that work up to the times limit for which they are qualified for bidding can be allotted to them, Therefore, before bidding the contractor will keep this in mind, and submit the details of the work. Bids with incomplete or incorrect information are liable to be rejected.
14. Any material not conforming to the specifications collected at site have to be removed by the contractor within a period of 3 days of the instruction, issued by the Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
15. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.

16. The rates provided in bid documents are inclusive of all Taxes and royalty.
17. For paver work at least 3 road rollers shall be simultaneously deployed.
18. 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.
19. Undersigned has full right to reject any or all bids without given any reasons.
20. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
21. 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.
22. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable
23. The bidders are required to submit copy of their enlistment as contractor.
24. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
25. Any bid received with unattested cutting/ overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
26. All the provision 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 provision of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT 2012 and Rules 2013 shall be applicable.
27. "If any bidder quotes a rate below than the Schedule "G" rates, i.e. rates below than at par, then the bidder has to deposit the difference amount i.e. amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within 14 days period he has to deposit difference amount in the form of BG/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/ actual date of completion. In case of non deposition of the same in specified period the 2% Bid security will be forfeited. In case work is not completed satisfactorily. The work performance security will be forfeited along with Bid security."

SIGNATURE OF CONTRACTOR

WITH FULL ADDRESS:

EXECUTIVE ENGINEER (Elect.-III)

JDA JAIPUR

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
Special Terms & Conditions for Electrification work.

The Contractor has to give the performance guarantee of the following materials for the period mentioned against them from the date of completion of work:

(a)	Transformers	30 Months
(b)	All types of Insulators	18 Months
(c)	ACSR Conductors	6 Months
(d)	Isolators	6 Months
(e)	Horn gap fuse set	6 Months
(f)	LT Pillar Box	6 Months
(g)	All types of HT/LT cables	18 Months

1. The Contractor has to arrange for the permission for the charging of electrical system from the Electrical Inspector Govt. of Rajasthan. He will have to deposit the necessary fees, which shall be reimbursed by Jaipur Development Authority.
2. The contractor will coordinate for the system handing over and charging process and if any defects, is pointed out by the RSEB/JVVNL, then he will have to rectify the same.
3. The final bill shall be paid after the lines and substations are handed over to RSEB/JVVNL and system is charged.
4. Inspection shall be bear by the contractor it self.
5. The material shall be purchased from the firms, which are also supplying the material to RSEB/JVVNL.
6. All HT/LT cables should be sequentially marked with cable size & length duly embossed.
7. The contractor shall return unused material issued to him by the depts. If desired by the Engineer in-charge and in case, of failure to do so he shall be charged for such unreturned material at double the issue rate including storage and supervision charges or the market rate whichever is higher. The basis of the theoretical consumption and allowing for wastage @ 5% at double the issue rate including storage and supervision charges or market rate which ever is higher.
8. **The contractor shall be fully responsible to follow safety code as per IS 3764:1992 (upto date). The work should be executed without damaging existing water pipe line, LT/HT electric under ground cable, poles, existing surface drain, water connections, Telephone cables etc. In case of any damages the penalty/ liability imposed for such work shall be borne by the contractor and shall be got repaired immediately by arranging material/ labor/ assistance etc. In case of delay JDA reserve right to execute/ get executed the work at the cost and risk of the contractor.**
9. It is a mandatory condition that contractor will get all insulated material tested from CTL of JVVNL before using it at site.

Executive Engineer (Elect-III)
JDA, Jaipur.

I carefully study & do agree for above terms & conditions.

Signature & Seal of the Contractor

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR.

DETAILED SPECIAL CONDITION AND SPECIFICATIONS

1. The scope of the Schedule "G" comprises shifting of HT/LT lines and street light work mentioned in the Schedule 'G'.
2. The tubular poles are proposed to be erected generally in the median strip of the road or sides unless otherwise instructions are given to change the alignment.
3. The road in question in national, highway/important only road and as not only heavy traffic passes through the road but all the VIPs also pass through it the before it will be the contractor responsibility the provide all retardates caution signs during the execution of work at his own cost in order in to avoid any miss happening.
4. No opening shall be left uncovered during night. The bidder shall make all arrangement to avoid any claim if preferred on his account shall be the liability of the bidder.
5. No road or part of the road shall be cut without taking the prior permission in writing from the competent authority. The permission shall be arranged by bidder on the request of JDA. However, any changes will be borne by JDA.
6. The contractor shall be deemed to have carefully examined the specifications general condition and bid drawing etc. and they have been fully informed and have satisfied himself as to the nature and character of the work to be executed site conditions and other relevant matters and details.
7. References to standards code specifications recommendation shall mean the attested addition of such publications of the work to be executed at site before the date of invitation to submit proposals.
8. The excavated material shall be place within 1.5 Mtr. of the edge the half of the depth of the trench with have is more side clear shall be done within 24 hours.
9. The work shall be carried out strictly Dom plying within Indian Electricity Rules in force and as per specifications for Electrical and lift work issued by PWD Raj., Jaipur 1980 or any other IS code for this work.
10. **Trenching** : The trenches shall be of shaper size as instructed by the Engineer-in-Charge.
 - (a) **Width**
 - (i) The minimum width of trench for laying single cable shall be 35 Cm.
 - (ii) Where more than one cable is to be laid in the same trench in horizontal formation. The width of the trench shall be increased such that the spacing between the cables shall be at least 20 Cm.
 - (b) **Depth**

- (i) Where cable core laid in single tier formation in the total depth of shall not be less than 75 cm for cable up to 1.1 KV.
- (ii) When more than one tier of cable is unavoidable and vertical formation of laying is adopted depth of trench in (i) above shall increase by 30 cm for each additional tier to be formed.
- (iii) The depth shall be 1.0 Mtr. of 11 KV, 1.5 Mtr. for 33 KV.

(c) EXCAVATION

The trench must be excavated straight and if it is necessary to give any band or curve radius of such trench shall be at least 12 time the over all diameter of the cable.

(d) PLACING OF THE CABLE

The cable must be places in the trench on band of fine sand of 8 cm thick bed, and the cable shall be laid below water and sewer lines.

- (e) For the safe guard of cable it must have covering of clean dry river sand or any other type of soil as directed by Engineer-in-Charge is not less than 17 cm.

(f) PROTECTION

To protect the cable against mechanical damages the second class bricks or stone katla as specification shall be placed over the cable width wise.

- 11. Satisfactory type / acceptance test that results wherever applicable conducted from Govt. / Govt. approved laboratory as per ISS shall be submitted prior to use. The routine tests of cable shall be conducted only after delivery at site at his own cost.

12. EARTHING

The ground earthing shall be done generally confirming to IS specification of 3043-1966 all the work earth terminal be provided duly crimped / soldered.

13. CONTROLLING PANELS

The controlling panels such as main panel service pillar-box and fuse boxes are to be installed in span. The rubber gasket bedding of high quality rubber is to be provided around all operable parts. The all-hard works should be made corrosion resistant giving all chemical treatment before its fabrication and before final coat desired colour painting and red oxide primer should be applied. All internal connectives are be made with PVC insulated copper conductor with copper lugs dully crimped. The internal wiring shall be arranged with clips the bus bars and connection shall consists of drawn high conductivity copper strip with PVC 3 leaves tops of phase colours.

14. SUBMISSION OF DRAWING BY THE CONTRACTOR

The following two drawing are required to be submitted by the contractor.

- (i) Main Panel Drawing : The contractor shall submit the drawing of main panel all dimensions all internal connection of diagram, well before its fabrication and obtain prior approval of the drawings from the competent authority.
- (ii) Completion drawings : The contractor shall submit the completion drawings of the project showing the roots of the cable and position of panel etc.

15. TESTING

The following test shall be performed by the contractor at his own cost.

- (i) **Continuity and installation test of cable** : The contractor shall arrange for the continuity of cable for well use of the perfect of the cable.
 - (ii) **Mager Testing** : The whole installation shall be arranged to be test by contractor after its completion shall in presence of Engineer-in-Charge and result shall be recoated and signed jointly.
16. **Earthing Testing**: Earth test shall be performed by the contractor and results will be used be recorded and signed jointly.
 17. Any other test for cable etc. required shall be arranged by the contractor.
 18. No condition of any short except as provided in the printed from schedule of quantities will be entertained.
 19. Conditions given in the bid from apply in full.
 20. The contractor shall have to obey the labour laws. The labour shall have to pay monthly and shall have first line on the bill of contractor, in case of complaint of labour and non-payment of wages is received to the department.
 21. The rate of every item should be quoted against each in figures and in words as well for complete Non BSR Items.
 22. In case of any typographical error in nomenclature, unit and rate, the rates as per BSR on which 'G' Schedule is prepared shall be binding on the bids.
 23. In case of any dispute the Executive Engineer (Elect-P4) decision shall be final.
 24. The bidders are expected to be fully conversant with the general and special conditions of contract in force in this office. They must see the site of work acquaint themselves of the position of the materials, Fluctuation of the rates in the market, see the schedule and plans in the office and remove doubts, if any, before submitting their bids.
 25. The JDA is not responsible for arranging any material whatsoever any the contractor will have to complete the work within the specified time with specified material and approved accessories, from the stock, non-availability of material or delay in the consignment will not be entertained to as an excuse for extension of time for completion of work.
 26. Contractor will not be paid extra for sales or any other tax.
 27. Bids must be submitted on the prescribed forms duly signed by the bids on every page.
 28. All entries by the bidder should be in on ink only. Erasers and over writings are not permissible. All cancellation correction and insertions must be signed by the bidder.If any rates are not quoted, bid will be rejected.
 29. Rate quoted should be given for the work; separately in words and figures in case there is any difference in rates between words and figures the lower of the two will be taken as correct.

30. All the papers signed by the parties to this contract and bond together and sealed shall deemed to form part of the contract bond and shall be read as conditions of contract.
31. In every case in which by virtue for the provisions of section 12 sub section (I) of the Workman's Compensation Act, 1923 cost is obliged to pay compensation to a workman employed by the contractor or by a sub contractor for execution to said work Govt. will recover from the contractor the amount of the compensation paid and without prejudice to the rights of Govt. under section 12 sub section (2) of the said Act, Govt. shall be at liberty to recover such amount or any part there of by deducting if from the earnest money deposited by the contractor to his credit or any other sum due by Govt. to the contractor whether under this contract or other wise.
32. The contractor should have submit safety certificate for equipment each year separately in maintenance period.
33. The contractor shall arrange the certificate from electric inspector on completion of the electric installation at his own however any fee to be paid on this account shall be paid by the JDA.
34. The entire material should be as per PWD BSR 2013 of Electrical work of Schedule 'G' & specified main materials of schedule 'H' and shall be of ISI marked.

I/We have carefully study the instructions / conditions mentioned above & do hereby undertake to agree for the same.

SIGNATURE OF CONTRACTOR
WITH FULL ADDRESS:

Executive Engineer (Elect-III)
JDA, JAIPUR

Note :

- 1- fdlh Hkh fufonk dks fcuk dkj.k crk, fujLr fd;k tk ldrk gSAvkosnd @ laosnd dks fufonk izkIr djus ds fy, vkosnu ds lkFk iath;u izek.k i= dh izfr izLrqr djuk vfuok;Z gSA
- 2- vkosnd @ laosnd dks fufonk izi= ij viuk irk ,oa nwjHkk"k uEcj vafdr djuk vfuok;Z gSA

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 :

Place :

Signature of bidder

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is ACE/DE-I, JDA, Jaipur

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

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall 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) 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.

(5) 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.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) Hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

• 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 . 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) 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.
- (ii) On repeat order for extra items for additional quantity may be placed if it is provided in the bidding documents on the rates and conditions given in the contract, if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increase. The limits of repeat order shall be as under.

- (a) 50% of the qty of the individual items and 50% of the value of original contract in case of works and
- (b) 50% of the value of goods or services of the original contract.

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.