## जयपुर विकास प्राधिकरण, जयपुर

रूम नं. सी.बी. एफ.एफ. 121, नागरिक सेवा केन्द्र, इन्दिरा सर्किल, जे.एल.एन. मार्ग, जयपुर–302004

क्रमांक / जविप्रा / अधि.अभि. (विद्युत—।।।) / जॉब नं. 012 / 2018—19 / डी—

दिनांक:

### बिड आमंत्रण सूचना अल्पकालीन बिड संख्या—03/2018—19

जयपुर विकास प्राधिकरण द्वारा "Annual Servicing contact for plan preventive maintenance for DG Sets installed in JDA campus, Jaipur." जिसकी अनुमानित राशि रू. 2.62 लाख के लिए ऑनलाईन बिड्स दिनांक 18.05.2018 सायंकाल 6:00 बजे तक आमंत्रित की जाती हैं। निविदा बोली का ऑनलाईन आवेदन व भुगतान जयपुर विकास प्राधिकारण पोर्टल पर करने की अन्तिम तिथि 18.05. 2018 को सायंकाल 6:00 बजे तक हैं। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.rajasthan.gov.in, www.eproc.rajasthan./gov.in and www.jda.urban. rajasthan.gov.in पर देखा जा सकता है।

UBN NO.

निविदा में भाग लेने वालों को निम्न शर्तों की पूर्ति करनी होगी :--

- 1. निविदादाता जयपुर विकास प्राधिकरण की वेंबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शुल्क, अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करानी होगी।
- 2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदादाताओं का राजस्थान सरकार के ई—प्रोक्यूरमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशाषी अभियन्ता—(विद्युत—।।।) जविप्रा, जयपुर।

#### JAIPUR DEVELOPMENT AUTHORITY

Room No. CB FF 121, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004

No:- JDA/EE-(Elect.-III)/Job no. 012/2018-19/D- Dated:

## SHORT TERM NOTICE INVITING BID NIB No.: 03/2018-19

- 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.

Executive Engineer-(Elect.-III) JDA, Jaipur

#### JAIPUR DEVELOPMENT AUTHORITY

Room No. CB FF 121, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 Telephone: +91-141-2569696 e.mail : <a href="mailto:xxxxxxxx@jaipurjda.org">xxxxxxxx@jaipurjda.org</a>

No. JDA/E.E(Elect.-III)/2018-19/D-

Date:

### SHORT TERM NOTICE INVITING BID NIB No.: 03/2018-19

Name & Address of the	➤ Name: Executive Engineer (ElectIII), Jaipur Development Authority				
Procuring Entity	➤ Address: Room No. CB FF-121, CCC building, Ram Kishore Vyas Bhavan, Indira Circle Jawahar Lal Nehru Marg, Jaipur – 302 004				
Subject Matter of Procurement	<ul> <li>Annual Servicing contact for plan preventive maintenance for DG S installed in JDA Campus, JDA, Jaipur.</li> <li>▶ Job No. 012/2018-19</li> </ul>				
Bid Procedure	Single Bid eBid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>				
Bid Evaluation Criteria (Selection Method)	➤ (eg.Least Cost Based Selection (LCBS)-L1)				
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites : www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in				
Website for online Bid application and payment *	<ul> <li>➤ Website: www.jaipurjda.org</li> <li>➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee &amp; Bid Security Deposit online only.</li> <li>○ Bidding document fee: Rs. 250/- (Rupees Two Hundred Fifty only)</li> <li>○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only)</li> <li>○ Requisite Bid Security Deposit</li> </ul>				
<b>Estimated Procurement Cost</b>	➤ INR 2.62 Lacs (Rs. Two Lacs & Sixty Two Thousand only)				
Bid Security Deposit	<ul> <li>Amount (INR): 2% (Rs. 5240.00) of Estimated Procurement Cost, 0.5% (Rs. 1310.00) of S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction</li> <li>(*2% for bidder who is A and AA class contractor registered in other Govt. Department) / 0.5% for bidder registered as contractor AA, A,B,C, E-I, II &amp; III in JDA</li> <li>Micro small medium Enterprises situated in Rajasthan Tender fee 50% EMD value 0.5%</li> <li>In case of Departments of the state govt. and undertaking, corporations, Autonomous bodies, Registered societies, cooperative Societies which are owned or controlled or managed by the state Govt. and Govt. undertaking of the central Govt. shall submit a bid securing declaration in lieu of bid security.</li> </ul>				
Date/time/place of Pre-Bid	<ul> <li>N/A</li> <li>Last date of submitting clarifications requests by the bidder <date and="" time=""> addressed to the procurement entity at <address entity="" of="" procurement=""></address></date></li> </ul>				
Applying bid and making online	➤ Start Date: 11.05.2018 at 9.30 AM onwards				
payment on JDA portal	End Date: 18.05.2018 at 6.00 PM				
( <u>www.jda.urban</u> . rajasthan. gov.in	► In case EMD in form BG original bank guarantee is to be submitted in room no MBSF				
Bid submission on e-	Room no. 225A of Sr.AO of main building, JDA, JPR by 21.05.18 to 23.05.18 upto 4.30 PM  Start Date: 11.05.2018 at 9.30 AM onwards				
procurement portal of GOR (www.eproc.rajasthan.gov.in)	> End Date: 18.05.2018 at 6.00 PM				
**Date/ Time/ Place of Technical Bid Opening	≻NA				
Date/ Time/ Place of Financial Bid Opening	➤ 24.05.2018 at 11.00 AM Room No. Room No. CB FF 121, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004				
Bid Validity	➤ 120 days from the bid submission deadline				
Time Period	➤ 1 Years (12 Months)				
*Jaipur development authority ha	as decided to receive earnest money deposit (EMD) (Bid Security), Tender fee and RISI portal. The bid security options available in tender for participants are as mentioned below:				

#### A. Options:

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

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through **Payment Gateway only**, option to make balance payment through EFT(NEFT/RTGS) will be available.

#### Option-2: Electronic fund transfer (EFT:NEFT/RTSG)

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

#### Option-3: Payment Gateway (Aggregator)

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

#### B. Bid Participation Receipt

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

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

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

#### Note:

- 1. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
- 2. In case, any of the bidders fails to pay 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, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> (bidders already registered on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> (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: <a href="mailto:eproc@rajasthan.gov.in">eproc@rajasthan.gov.in</a> 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 RTPP Act 2012 and Rules thereto, the later shall prevail.

#### SCHEDULE 'A': INFORMATION USE FULL FOR THE CONTRACTORS:

The bidder should see the site and fully understand the condition of the site before biding and include all lead, lifts etc. for the material in his item rate / percentage to the quoted on the rates as given in schedule 'G'. Then work shall be carried out in accordance with the Rajasthan PWD specification for electric works1980 and to the entire satisfaction of the Engineer-Incharge 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 contract or shall have to arrange drawings required for the work at his own cost after deposition 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 be 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 incase 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 15 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 15 days of issue of work order and completion within months/days.

# SCHEDULE 'G': ATTACH SEPARATELY SCHEDULE 'G' BASED ON JDA ELECTRICAL BSR 2016 /JDA APPROVED.

#### SCHEDULE 'H': SPECIAL CONDITION ATTACHED SEPARATELY.

#### SCHEDULE 'I': LIST F THE MATERIAL TO BE SUPPLIED BY THE DEPTT.

Whatever material available in JDA store shall be issued @ the prevailing store issue date of JDA + 5% storage charges at the time of issue of cement.

Signature of Contractor with full address.

Executive Engineer (Elect.-III)

JDA, Jaipur.

#### **TERMS & CONDITIONS**

Name of Work :Annual Servicing contact for plan preventive maintenance for DG Sets installed in JDA campus, Jaipur.

<u>Scope of work :-</u> Scope of work includes the comprehensive maintenance of following as per instruction manual & log books of original Make of D.G. Set

- a) Engine
- b) Alternator
- c) AMF panel
- d) Electrical panel installed in the generator room Interlocking wiring between DG set AMF panel & LT RSEB panels
- f) Associated items like batteries, fuel tank, pumps etc.

All above system & equipments can be seen & checked before quoting any repairs, settings, installation of spares required for successful operation will be in the scope of the contractor.

- i). D.G. Set will normally not run but as and when required as JVVNL supply goes off the same shall be started immediately with the help of AMF Panel.
- ii). The contractor should not that D.G. Set is in comprehensive maintenance as per direction given by site Engineer whenever any fault occurs, the agency will make all arrangements to rectify the fault immediately even in odd hrs.

#### 2. Servicing & Operation Staff:

The contractor has to arrange following staff for operation & maintenance at site.

a) Supervisor ((Having at least minimum ITI certificate in Electrical/mechanical/automobile engineering) daily from 9 A.M. to 7 P.M. The supervisor shall also be available during the VVIP visits, special programmes /celebrations (till the programme ends) in the JDA as per schedule of JDA & on calling by the engineer in charge at site as & when required.

The Contractor will have to produce the qualification & experience certificates of the deputed staff before commencement date of contract. The operating staff shall be in Khaki Color uniform always.

#### 3. Arrangements to be made by contractor for operation & maintenance:

The Contractor have to arrange the following T&P for successful maintenance:

- i) Required lubricant as per norms & Coolant as per norms in sufficient quantity. Separate battery charger of sufficient capacity should be maintained in DG set room for regular charging batteries and ensure all batteries are healthy.
- ii) One set of standby battery should be maintained in DG room in full/float charging condition.
- iii) One set of self-starter should always be maintained.
- iv) Necessary stock of genuine spares at site for maintenance/repair/replacement for engine/alternator/AMF panel and associated items.
- v) Necessary set of tool in safe custoday as recommended by the original manufacturer of D.G. Set during operation & maintenance along with Ear Plugs/Headphones etc. as required.
- vi) D.G. Set shall always be in out mode.

- vii) Servicing of D.G. set with "B" check maintenance will be the responsibility of contractor as & when required. All the material will be supplied by the contractor for maintenance of the D.G. Set.
- replacement of all the defective parts & maintenance works elated to D.G. with AMF panel & electric control panel such as repair/servicing of voltage regulator, dynamo, self-starter, radiator, exhaust piping, silencer, calibration of fuel pump & injectors, replacement of engine oil & coolants, cleaning & replacement of air filters, checking & tightening of all nuts & bolts, replacement of rubber sleeves & hose piping, checking & replacement of protective plugs, checking & replacement for coupling in fuel pump drive, V-belts, safety control devices themostats, nozzles etc. & all related works in case breakdowns/routing maintenance.

#### Special Terms & Conditions:-

- a). Theft :- If any theft occurs of any loss to the govt. property takes place, the same shall be recovered by the contractor.
- b). Escalation:- No escalation on any account will be paid during the currency of the contract since this is a lump sum contract.
- c). Handing over:- After the completion of yearly contract, the contractor shall handover the entire system in proper working condition with genuine parts, replacement as per instruction & maintenance manuals of original manufacture of D.G. set.
- d) Nothing extra will be paid for cleaning of D.G. Set & AMF panel. The contractor will have to arrange all the washing material such as old dhotis & detergent at site.
- e) Mobil Telephone:- The contractor shall have to provide one mobile telephone to his maintenance staff & should give the mobile number of supervisor/ himself in the office of Engineer in charge.
- f) The contractor shall be fully responsible for any type of accident with this employed staff.
- g) Penalty clause :- Rate of recovery if the employed staff is found absent from duty or non-working of the system will @ Rs. 500.00 per day.
- h) The contractor should submit the complete name employee, Father's Name & their residential addresses along. with 2 passport size photographs before commencing the agreement for issuing the entry passes & police verification.
- i) Log Books:- The contractor shall have to maintain the long book as per prescribed performa having all the details of maintenance works done time to time, as per engineer in charge.

The contractor should be responsible for faithful compliance of the terms & conditions of this agreement, failure of which will attract for forfeit of the contractor dues & security deposits as well as terminations of the contract & getting the work done from the outside agency at the cost & risk if the contractor.

Signature of contractor With full Address

Executive Engineer (Elect.-III)
JDA, Jaipur

- 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 & Rule1971.
- 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 then 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 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 dose 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 biding can be allotted to them, Therefore, before biding 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 do 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 lest 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 electrical works costing Rs. 25.00 lacs and more shall be applicable as per order no. 29/11.03.2016 of Director Engineering-I.
- 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 biding 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 epscial 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.

SIGNATURE OF CONTRACTOR WITH FULL ADDRESS:

EXECUTIVE ENGINEER (Elect.-III)

JDA JAIPUR

## Special Conditions of Contract regarding Defect Liability Period (DLP) for Various works costing Rs. 25.00 Lacs and more

#### 1. ROAD WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per table-1. Road works executed by the Contracting agency shall be maintained by them at their own cost for Schedule as per table-1 (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, strengthening and renewal works.
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
- (i) Routine maintenance of Road Works,
- (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the Road Surface with good riding quality and
- (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after Schedule as per table-1.
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

## 1.7 (a) The routine maintenance activities and their periodicity as per JDA Office order no: JDA/Ex.En.(TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016

Table-I

S.No.	Type of work	DLP Period
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii) New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to building structure and other civil works.	5 Years
9	Electric work except maintenance	3 Years
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years

#### 1.7 (b) The routine maintenance activities and their periodicity

S. No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of	Once in a year, generally after rains.
	berms.	

2	Making up of shoulders.	As and when required.		
3	Maintenance of Bituminous surface road	As and when required.		
	and/or gravel road/WBM road including			
	filling pot holes and patch repairs etc.			
4	Insurance of proper functioning of drains	As and when required.		
	including civil maintenance and desilting			
	of drains. (If constructed by the same			
	Road agency or not)			
5	Maintenance of road signs. (If installed by	Maintenance as and when required. Repainting		
	the same Road agency)	once in every one and half years.		
6	Road Marking, Kerb Stone/Dand. (If done	Thermoplastic Paint		
	by the same Road agency)	Maintenance as and when required. Repainting		
		once in every one and half years.		
		Ordinary Paint		
		Maintenance as and when required. Repainting		
		thrice in every years.		
7	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly		
		permitted by JDA / JNN will have to be repaired by		
		agency on the same rates of the contract agreement		
		till DLP.		

#### 2. General

#### 2.1 Inspection of works during Defect Liability Period

- 2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those road sections, which are likely to be damaged during rainy season.
- 2.1.2 One register has to be maintained by every A.E.n for recording the inspection details of works in his jurisdiction under defect liability period.

#### 2.2 Conditions regarding Security Deposit

#### 2.2.1 Security for DLP-

The contracting agency shall have to furnish security deposit (SD) in the form of Bank Guarantee valid from the actual date of completion, which shall be assigned by the Engineer-in-charge.

#### 2.2.2 Refund of SD -

The release of SD amount shall be as following table:-

S.No.	Released SD	1st year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	5 <sup>th</sup> year
	DLP period	-	-	-	-
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc ( as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT-1/2/3/5 years, Drain-3 years etc.
- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but later finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor

- should be debarred and blacklisted from JDA for three years as per RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/ 2014-15/D-223 dated 12.03.2015 and order no. SE ( PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
  - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

% recovery on withdrawal of DLP of work order		2 Year	3 Year	4 Year	5 Year
DLP period					
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9.00	7.88	6.45	4.62	2.47

Note:- Calculation is to be done on quarterly basis.

- (b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD, same shall be recovered from other works and as per PDR rules. The amount as per Table-III is also to be deducted in addition to this amount.
- (c) Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE's after approval of these periods.

#### 2.2.3 <u>Force Majeure</u>

The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibly of contracting agency.

Signature of Bidder	Executive Engineer-(Elect-III
with full address :	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 deptt. 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 'H' and 'G' comprises HT/LT line work on the road mentioned in 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) <u>EXCAVATION</u>

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) <u>PROTECTION</u>

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-III) 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 of 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 JDA Electrical BSR 2016 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. किसी भी निविदा को बिना कारण बताए निरस्त किया जा सकता है।
- 2. आवेदक / संवेदक को निविदा प्राप्त करने के लिए आवेदन के साथ पंजीयन प्रमाण पत्र की प्रति प्रस्तुत करना अनिवार्य है।
- 3. आवेदक / संवेदक को निविदा प्रपत्र पर अपना पता एवं दूरभाष नम्बर अंकित करना अनिवार्य है।

#### 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.
	e under Section 7 of Rajasthan
Transparency in Public Procurement Act, 2012, that :	
1. I/We possess the necessary professional, technical, finar	ncial and managerial resources and
competence required by the Bidding Document issued by t	the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of t	he 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 be	eing wound up, not have my/our
affairs administered by a court or a judicial officer, not	t have my/our business activities
suspended ant not the subject of legal proceeding for any o	of the foregoing reasons;
4. I/We do not have, and our directors and officers not have	ave, been convicted of any criminal
offence related to my/our professional conduct or the	e making of false statements or
misrepresentations as to my/our qualifications to enter int	to a procurement Contract within a
period of three years preceding the commencement of this	s procurement process, or not have
been otherwise disqualified pursuant to debarment proceed	dings;
5. I/We do not have a conflict of interest as specified i	n 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 <u>Jaipur Development</u> Commissioner, JDA, Jaipur

The designation and address of the Second Appellate Authority is **Executive Committee**, **IDA**, **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 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 there of 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. It 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 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.

#### JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work:-Annual Servicing contract for plan preventive maintenance for DG Sets installed in JDA campus, Jaipur.

#### **G-Schedule**

Rate Based on JDA Approved Items

S.No.	Particular	Unit	Qty.	Rate	Amount
1	All in all maintenance and service of D.G. Set comprising of Greaves				
	cotton engine, Kirlosker make alternator, AMF Panel & intermediate				
	wiring between D.G. Set & AMF Panel including cleaning, Checking &				
	replacement of defective parts for safe & smooth functioning of D.G. Set				
	without interruption of power failure, POL (Actual consumption of POL				
	will be paid ) Complete as required and as per terms & conditions				
	mentioned in Annexure -A and as per manufactures gude line service book				
	option.				
1.1	500 KVA DG Set	Per Month	12.0	6,333.00	75996.00
1.2	250 KVA DG Set	Per Month	36.0	3,541.00	127476.00
1.3	125 KVA DG Set	Per Month	12.0	2,833.00	33996.00
1.4	62.5 KVA DG Set	Per Month	12.0	2,041.00	24492.00
	Total				261960.00

Junior Engineer(Elect. III) JDA , Jaipur Assistant Engineer (Elect. III) JDA, Jaipur Executive Engineer(Elect.III) JDA, Jaipur