

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- I I I) / जॉब नं. 97/2021-22 / डी-278

दिनांक: 27.07.2021

बिड आमंत्रण सूचना

पूर्णकालीन बिड संख्या-05 / 2021-22

जयपुर विकास प्राधिकरण द्वारा **“All in all comprehensive maintenance of OTIS elevators including labour and material cost at CCC, Main, Extension, Court & Parking Building for 2 years at JDA Campus, Jaipur”** जिसकी अनुमानित राशि रु. 11.06 लाख के लिए ऑनलाईन बिड्स दिनांक 06.08.2021 सायंकाल 6:00 बजे तक आमंत्रित की जाती हैं। निविदा बोली का ऑनलाईन आवेदन व भुगतान जयपुर विकास प्राधिकरण पोर्टल पर करने की अन्तिम तिथि 06.08.2021 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 वेबसाइट 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।
3. निविदा एकल बोली 2 लिफाफा प्रणाली होगी। फर्म को पात्रता मानदण्ड की शर्तों के लिए सहायक दस्तावेज प्रस्तुत करने होंगे और बाकी की शर्तों के लिए उसे उचित हस्ताक्षर के साथ सहमत होना होगा और लिफाफे में सील करना होगा। लिफाफे नं0 2 में दर होगी लेकिन वो केवल उन्हीं निविदाताओं का खोला जावेगा जो लिफाफे नं0 1 में शर्तों को पूरा करेंगे।

अधिशायी अभियन्ता-(विद्युत- I I I)
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. 97/2021-22/D-278

Dated: 27.07.2021

LONG TERM NOTICE INVITING BID

NIB No. : 05/2021-22

Online Bids are invited up-to 6.00 PM of 06-08-2021 for **“All in all comprehensive maintenance of OTIS elevators including labour and material cost at CCC, Main, Extension, Court & Parking Building for 2 years at JDA Campus, Jaipur”**. Estimated cost of Rs 11.06 Lacs. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM dated 06-08-2021. Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in.

UBN No.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in for participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security deposit online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e- Bid submission.
3. **The tender will be single bid 2 envelop system. The firm will be have to submit supporting documents for conditions of eligibility criteria and for rest conditions he will have to agree with proper signature and seal in envelop no. 1. Envelop no. 2 containing rates, will be opened only of those agencies, who will fulfil the conditions in envelop no. 1.**

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 : xxxxxxx@jaipurjda.org

No. JDA/E.E(Elect.-III)/2021-22/D-278

Date: 27.07.2021

LONG TERM NOTICE INVITING BID

NIB No. : 05/2021-22

Name & Address of the Procuring Entity	➤ Name: Executive Engineer (Elect.-III), Jaipur Development Authority ➤ Address: Room No. CB FF-121, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004
Subject Matter of Procurement	➤ All in all comprehensive maintenance of OTIS elevators including labour and material cost at CCC, Main, Extension, Court & Parking Building for 2 years at JDA Campus, Jaipur ➤ 97/2021-22
Bid Procedure	Single Bid two envelop eBid procedure at http://eproc.rajasthan.gov.in
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 *	➤ 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 & Bid Security Deposit online only. ○ Bidding document fee: Rs. 500/- (Rupees Five Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ○ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 11.06 Lakhs (Rupees Eleven Lakhs Six Thousand Only)
Bid Security Deposit	➤ All the eligible contractors should be submit bid security declaration on non-judicial stamp of Rs. 50/- as per order issued by finance department (GF&AR) GoR dated 23.12.2020 (Declaration attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid. ➤ Eligibility: Bidder who is A and AA class contractor registered in other Govt. Department and bidder registered as contractor AA, A,B,C, E-I, II,III & IV in JDA
Date/time/place of Pre-Bid	➤ N/A ➤ Last date of submitting clarifications requests by the bidder <date and time> addressed to the procurement entity at <Address of procurement entity>
Applying bid and making online payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 28.07.2021 at 9.30 AM onwards ➤ End Date: 06.08.2021 at 06.00 PM
Bid submission on e-procurement portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date: 28.07.2021 at 9.30 AM onwards ➤ End Date: 06.08.2021 at 06.00 PM
**Date/ Time/ Place of Technical Bid Opening	NA
Date/ Time/ Place of Financial Bid Opening	➤ 10.08.2021 at 04.00 PM ➤ 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	➤ 24 (Twenty Four) Months

*Jaipur development authority has decided to receive earnest money deposit (EMD) (Bid Security), Tender fee and RISL processing fee online through JDA portal. The bid security options available in tender for participants are as mentioned below :

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 <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

➤ The following condition is now the part of the tender document.

✚ **"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. difference amount of the rates as per "at par" and quoted "below", as "work Performance Guarantee." This amount has to be deposited before the commencement of work and will be refund 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 B.G./FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date for completion/actual date of completion of work as per requirement. In case of non-deposition of the same in specified period, the Bid Security will be forfeited. In case work is not completed satisfactorily, the "work performance guarantee" will be forfeited and other action will be taken as per Contract Agreement."**

(Bhanwar Singh)
Executive Engineer-(Elect.-III)

Jaipur Development Authority, Jaipur

Office Order

No. : JDA/IT(1074501)/E-Services/2015-16/D-399

Dated: 4-10-2016

Subject: Payment mechanism for participating in tender.

Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL processing fee online through JDA Portal. The bid security options available in tender for participants are as mentioned below:

A. Payment 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 (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" 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 2 days 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 other 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 is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete 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.

This payment mechanism will come into force w.e.f 15/10/2016. Thereafter, old payment mechanism related to NEFT/ RTGS in which the bidder makes direct payment without "Paying Slip for EFT (NEFT/RTGS)" in JDA's bank account will be discontinued.

All procuring entities are hereby directed to clearly mention this procedure in NIB document.


(Pawan Arora)
Secretary

Copy for information and further necessary action to:

1. P.S. to JDC, JDA, Jaipur.
2. P.S. to Secretary, Secretary, JDA, Jaipur.
3. Director (Law / Finance / Town Planning / Engineering-I / Engineering-II), JDA, Jaipur.
4. All Additional Chief Engineer _____, JDA, Jaipur
5. DC (Administration)/DC(Store)/DC (Vehicle), JDA, Jaipur
6. System Analyst, JDA, Jaipur
7. Analyst-cum-Programmer, JDA to ensure integration of software w.e.f 01/10/2016.
8. All Xen _____, JDA, Jaipur.
9. Officer-in-charge, SPPP Portal, Jaipur.
10. OSD (Public Relation) / PRO, JDA, Jaipur.


(Brijesh Kishore Sharma)
OSD (RM)

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 :	XXXXXXXXXXXX
Bid Title :	Testing		
Bid Value :	300000	Bid Opening Place :	Manthan Hall, Jaipur Development Authority

Bidder Detail

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

Dates Detail

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

Specific Instrument Detail for eProc Rajasthan

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

Form of Bid-Securing Declaration

Date :

Bid No. :

Alternative No. :

To :

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed : _____

Name : _____

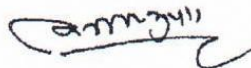
In the capacity of : _____

Duly authorized to sign the bid for and on behalf of :

Dated on day of

Corporate Seal _____

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint-Venture that is submitting the bid.]





राजस्थान सरकार
वित्त (सामान्य वित्तीय एवं लेखा नियम) विभाग

Annexure - 21



क्रमांक : एफ.2(1)वित्त/जीएण्डटी-एसपीएफसी/2017 जयपुर, दिनांक : 23-12-2020

परिपत्र

वित्त विभाग की अधिसूचना क्रमांक एफ. 2(1)वित्त/जीएण्डटी - एसपीएफसी/2017 दिनांक 18.12.2020 द्वारा आरटीपीपी नियम, 2013 के नियम 42(2) में संशोधन करते हुए आमंत्रित की जाने वाली आगामी बोलियों के संदर्भ में दिनांक 31.12.2021 तक बिड सिक्यूरिटी राशि प्राप्त नहीं करने एवं इसके स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का प्रावधान किया गया है।

चूंकि उक्त नियमों में बिड सिक्यूरिटी राशि के स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का नवीन प्रावधान किया गया है। अतः समस्त उपापन संस्थाओं के उपयोगार्थ बिड सिक्यूरिटी के संबंध में लिए जाने वाले घोषणा पत्र (Declaration) का मानक प्रारूप संलग्न प्रेषित है। राजस्थान स्टाम्प अधिनियम, 1998 की धारा 3 सपटित अनुसूची के अनुच्छेद 4 के अनुसार घोषणा पत्र (Declaration) पर 50/- रुपये स्टाम्प ड्यूटी देय है तथा इस स्टाम्प ड्यूटी की राशि पर नियमानुसार 30 प्रतिशत सरचार्ज देय है। अतः समस्त उपापन संस्थाओं को निर्देशित किया जाता है कि बिड सिक्यूरिटी के संबंध में प्रस्तुत किए जाने वाले घोषणा पत्र (Declaration) पर उक्तानुसार राजस्थान राज्य में स्टाम्प ड्यूटी एवं सरचार्ज का भुगतान सुनिश्चित करावें।

संलग्न- उपरोक्तानुसार

(विमल कुमार गुप्ता)
संयुक्त शासन सचिव

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. सचिव, राज्यपाल/प्रमुख सचिव, मुख्यमंत्री/विशिष्ट सहायक समस्त मंत्रीगण/राज्य मंत्रीगण
2. उप सचिव, मुख्य सचिव/निजी सचिव, समस्त अति. मुख्य सचिव/प्रमुख शासन सचिव/ शासन सचिव/विशिष्ट शासन सचिव।
3. सचिव, राजस्थान विधानसभा, राजस्थान, जयपुर।
4. सचिव, लोकयुक्त सचिवालय, राजस्थान, जयपुर।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर।
6. रजिस्ट्रार, राजस्थान उच्च न्यायालय जोधपुर/जयपुर।
7. प्रधान महालेखाकार ए एण्ड ई राजस्थान जयपुर।
8. प्रधान महालेखाकार ऑडिट राजस्थान जयपुर।
9. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग।
10. समस्त विभागध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
11. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर।
12. समस्त वित्तीय सलाहकार/मुख्य लेखाधिकारी।
13. समस्त कोषाधिकारी।
14. समस्त उपापन संस्थाएं।
15. तकनीकी निदेशक वित्त विभाग को भेजकर लेख है परिपत्र को वित्त विभाग की वेबसाईट पर प्रकाशित करवाने की व्यवस्था करावें।
16. रक्षित पत्रावली।

23/12/2020
संयुक्त शासन सचिव

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

The bidder should see the site and fully understand the condition of the site before bidding and include all lead, lifts etc. for the material in his item rate / percentage to 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 works 1980 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 contractor 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 in case of his failure to do so.

SCHEDULE 'E': SAMPLES OF THE MATERIALS:

The samples of the material to be used by the contractor shall be deposited 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 2016 JDA BSR (Elect) RAJASTHAN JAIPUR /JDA APPROVED.

SCHEDULE 'H': SPECIAL CONDITION ATTACHED SEPARATELY.

SCHEDULE 'I': LIST OF 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.**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SPECIAL CONDITION

- The following condition is now the part of the tender document.
- ✚ **"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. difference amount of the rates as per "at par" and quoted "below", as "work Performance Guarantee." This amount has to be deposited before the commencement of work and will be refund 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 B.G./FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date for completion/actual date of completion of work as per requirement. In case of non-deposition of the same in specified period, the Bid Security will be forfeited. In case work is not completed satisfactorily, the "work performance guarantee" will be forfeited and other action will be taken as per Contract Agreement."**

SCHEDULE 'H'

01. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
02. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable
03. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall sum from him in ; the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid bay the JDA to the contractor.
05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the contractor for the payment of a sum of money arises out or under the contracts, the JDA shall be 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 of if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
07. The rate quoted by the contractor shall remain valid for a period of 4 (Four) months from the date of opening of the tenders.
08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any bidder withdraws his tender prior to expiry of said validity period given at S. No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions or fails to the tender within the said period, which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement 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 from absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, shall stand debarred for 6 Months from participating of tendering in JDA in addition to forfeiture of Earnest Money/Security/Performance Guarantee and other action under agreement.
12. The contractor shall arrange his own machinery required for the work.

13. The contractor shall arrange his own storage, yard of sufficient capacity for storing wherever supplied by the department.
14. Rules regarding enlistment of contractors provide that work ; upto five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-In charge in writing. Failing which, such material shall be removed by the Engineer-In charge at risk and the contractor after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
17. None of the permanent works shall be carried out during night or Sunday or any authorized holiday without permission in writhing of the Engineer-In charge.
18. **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 connection, 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.**
19. The contractor/firm or company will display necessary signboards & lights from safety point on view during nights at site of work on his own cost as directed by the authorized Engineer In charge.
20. The surplus earth & damaged materials will be immediately removed from the site of work & dumped as per instruction of Engineer In charge.
21. No extra payment will be made to the contractor on account of clearance of soakage well/septic falling in the alignment of overhead or underground line.
22. The onus of safety and security of men and material at work including the road user shall be completely of the contractor only.
23. The rate provided in tender documents is inclusive of all Taxes & royalty.
24. The bidder are required to furnish the following documents along with the tender:
 - i. Duly executed power of attorney in original along with two certified copies in the name of the tender's authorized representative to act on behalf of the bidder and the power tro agree to refer dispute to arbitration.
 - ii. Sales Tax & Income-Tax clearance certificate.
 - iii. Construction programme of work in the form of bar charts.
 - iv. Financial resourced with particulars.
 - v. Constitution, capital, registration, place of business of the bidder.
 - vi. Particulars of registration with central or State Government Organization if any.
 - vii. Details of work of similar type and magnitude already carried out by the tender.
 - viii. Details of work Tendered for and as on the date of issue of tender.
 - ix. Details of Plant machinery available with the tender for this work.
 - x. Details of plant machinery proposed to be used on the work; but not immediately available.
 - xi. **Details of qualified technical personnel proposed to employed on the work.**
 - xii. A declaration to the effect that the bidder is engineering construction firm or any associate of such firms which has successfully carried out large works of this nature and have adequate organization and experienced personnels to handle the present work.
 - xiii. Copies of certificates if any.
25. No extra load 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.
26. Undersigned has full right to reject any or all tenders without given any reasons.
27. It is a mandatory condition that contractor will get all insulated material tested from CTL of JVVNL before using it at site.

28. **Contractor has to ensure 8.30 AM to 8.30 PM availability of trained personnel (Lift technician) to handle any emergency situation for which it will not be paid any extra amount to the contractor.**
29. **All consumable items except battery will be on the part of contractor like suitable floor mat, LED lights inside the lift car and lift well etc.**
30. All the provision of the RAJASTHAN TRANSPARENCY IN PUBLIC PROCURMENT ACT, 2012 AND RULES, 2013 WILL BE APPLICABLE. IF THERE IS ANY CONTRADICTIONS IN EXISTING SPECIAL CONDITIONS AND PROVISION OF THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCURMENT ACT,2012 AND RULES, 2013 SHALL BE APPLICABLE.

**SIGNATURE OF CONTRACTOR
WITHFULL 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. DLP period for various type of above works will now be governed by Director (Engineering-I) office order no. 29 dated 11.03.2016 (Copy Enclosed named by DLP period)
2. 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.
3. The contractor will coordinate for the system handing over and charging process and if any defects, is pointed out by the RSEB/JVVNL/PWD/JNN, then he will have to rectify the same.
4. The final bill shall be paid after the lines and substations are handed over to RSEB/JVVNL/PWD/JNN and system is charged.
5. Inspection shall be bear by the contractor it self.
6. The material shall be purchased from the firms, which are also supplying the material to RSEB/JVVNL.
7. All HT/LT cables should be sequentially marked with cable size & length duly embossed.
8. 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.
9. **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.**
10. 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 retendered caution signs during the execution of work at his own cost in order in to avoid any mis-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 tender 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 standard 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 site clear shall be done within 24 hours.
9. The work shall be carried out strictly complying within Indian Electricity Rules in forces and as per specifications for Electrical work issued by PWD Raj., Jaipur 1980.
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 cable 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 upto 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 increases 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 band or curve radius of such trench shall be at least 12 time the over all dia meter 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 rever sand or any other type of soil as directed by Engineer-In-Charge in 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 results shall be recoated and singed 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 nonpayment 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 tenders.
 23. In case of any dispute the Executive Engineer (Electrical-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 tenders.

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. Bid must be submitted on the prescribed forms duly signed by the bidder 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.
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 thereof 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 otherwise.
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 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
WITHFULL ADDRESS:**

**EXECUTIVE ENGINEER (Elect.-III),
JDA, JAIPUR**

Note:-

1. किसी भी निविदा को बिना कारण बताये निरस्त किया जा सकता है।
2. आवेदक / संवेदक को निविदा प्राप्त करने के लिये 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.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 ant not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement Contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **ACE (Elect), 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 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 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.

**SPECIAL CONDITIONS OF CONTRACT REGARDING
DEFECT LIABILITY PERIOD (DLP) FOR ROADS/ ELECTRICALS WORKS**

As per the decision taken in the 201st meeting of Executive Committee held on 23.02.2016 w.r.t. agenda no. 201:22, DLP period of various natures of works amounting more than Rs. 25 lakhs has been revised as per following time periods based on nature of works.

This order will supersede the earlier orders issued in this regard i.e. order No. JDA/TA to D(E)/2010-11/D-317 dated 28.04.2011 including Special Condition No. 2.2.2 & 2.2.3 of Annexure-I related to SD refund & forfeiture (other Special Condition of annexure-I of this order will remain valid) and order No. JDA/Ex.En.(Pr.-5 & TA)/2013/D-43 dated 27.02.2013 and also all pertaining orders, in contract agreements or in PWF&AR having DLP period different than what is being enforced through this present order for concerned type of work.

Table-I

S. No.	Type of work	Existing DLP Period	As per approved in E.C. held on 23.02.2016
1.	Bridge Work	3 years	5 Years
2.	CD Work	3 years	5 Years
3.	CC Road. PQC Work	3 years	5 Years
4.	CC tiles/Kerbs/medians	3 years	5 Years
5.	Drains	6 Months	3 Years
6.	Roads		
	(i)Two layer WBM/GSB	3 years	6 months or one full rainy season which ever is later
	(ii)For Renewal/Strengthening		
	(a)BT upto 30 mm thickness	3 years	1 Years
	(b)BT above 30 mm to upto 40 mm	3 years	2 Years
	(c)BT above 40 mm to upto 90 mm	3 years	3 Years
	(d)BT above 90 mm thickness	3 years	5 Years
	(iii) New Roads		
	(a) BT upto 90 mm	3 years	3 Years
	(b) BT more than 90 mm	3 years	5 Years
7.	Compound wall	6 Months	3 Years
8.	Building Work		
	(i) Work pertaining to Sanitary work electrical works, Joinery works and painting works.	6 Months	2 Years

	(ii) Work pertaining to Building structure and other civil works	6 Months	5 Years
9.	Electric work except maintenance	6 Months	3 years
10.	Sewer/Water supply all including STP and water supply related work except maintenance works.	6 Months	3 Years

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

Table-II

S.No.	DLP Period	Released SD	1 Year	2 Years	3 Years	5 Years
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 condition for managing DLP are as under :-

- (i) At the time of completion of work, final componnt 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, BT1/2/3/5 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 lacs but later on due to extra/excess work, if amount of final work cresses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual items.
- (iv) Similarly if any work is more than Rs. 25 lacs but after finalization amount or work is less than Rs. 25 lacs, 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) CIRULAR 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

Table-III

% Recovery on withdrawal of DLP of work order DLP period	1 Year	2 Year	3 Year	4 Year	5 Year
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9	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.
- (ix) 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.

This order shall come in force with immediate effect and will be applicable on all new works whose NIB is to be called.

**Signature of contractor with
Full address**

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

Bank Guarantee Performa for Bid security deposit

Form of (Bank Guarantee) -En cashable at branch of the bank in Jaipur City.

To
Secretary,
Jaipur Development Authority,
Jaipur

Sub:

Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of _____ [Name of the Bidder] against the Security

➤ Deposit for the work of "**All in all comprehensive maintenance of OTIS elevators including labour and material cost at CCC, Main, Extension, Court & Parking Building for 2 years at JDA Campus, Jaipur.**"

➤ WHEREAS, _____ [name of Bidder with address] (**hereinafter called "the Bidder"**) has submitted his Bid datedfor the work of "**All in all comprehensive maintenance of OTIS elevators including labour and material cost at CCC, Main, Extension, Court & Parking Building for 2 years at JDA Campus, Jaipur**" (Name of Work) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we _____
_____ (Name of Bank) of having our registered office at
_____ [name of country] having our registered office at
_____ (hereinafter called "the Bank") are bound unto Secretary, Jaipur Development Authority. (Hereinafter called "the Employer") in the sum of Rupees _____ **[Amount of Security in figures]** _____ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

That on demand of JDA, this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20____.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **ISFC code No ICICI 006754. Bank Account No. 675401700518** on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____ [Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

GUIDELINES OF THE CONTRACT FOR ELIGIBILITY OF CONTRACTORS

NAME OF WORK: - All in all comprehensive maintenance of OTIS elevators including labour and material cost at CCC, Main, Extension, Court & Parking Building for 2 years at JDA Campus, Jaipur.

Guidelines of contract for **QUALIFICATION** as detailed here under, shall be applicable in addition to all other terms and condition already prescribed under standard agreement forms/rules and regulations to contract.

1. Procedure:

Procedure for **QUALIFICATION** would be as follow:

- (a) Tender document shall be submitted on line e-procurement website <http://www.eproc.rajasthan.gov.in> with their digital signature. The bid is to be submitted in 2 envelop which shall comprise of Envelop-1 being for Technical Bid (Eligibility conditions, EMD, Registration of Contractors, tender document) and Envelop-2 being for BOQ.
- (b) The Tender fee, processing fee and earnest money will be deposited online on or before **06.08.2021**.
- (c) The Bid envelope would be opened on the date **10.08.2021** at 04.00 PM Room No. CB FF-121, Citizen Care Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan)
- (d) The Financial Bid envelope would be opened only of those bidders who fulfil the ELIGIBILITY criteria in technical bid.

2. Criteria:

Criteria for ELIGIBILITY would be as follows:-

- i) The contractor shall have EPABX maintenance type of work experience. Contractor will enclose the experience certificate with the Bid in Envelop-1.

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

Percentage BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work : All in all comprehensive maintenance of OTIS elevators including labour and material cost at CCC, Main, Extension, Court & Parking Building for 2 years at JDA Campus, Jaipur

Contract No: EE (ELECT-III)/05/2021-22

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
1.00	All in all comprehensive maintenance after defect liability period of the passenger /bed cum stretcher /goods elevator having various speed as per OEM guidelines and maintenance manual including car with all car accessories, hoist way accessories and complete with machine room accessories but excluding replacement of diffused battery bank of ARD system as per following details. 8 Passenger, 544 Kg Elevator up to 5 Stops with Machine Room	144.000	Each Per Month	6138.40	883929.60	INR Eight Lakh Eighty Three Thousand Nine Hundred & Twenty Nine and Paise Sixty Only
2.00	Supply & fixing of following rating SMF type batteries for replacing the existing old batteries.(The old battery shall be retained by contractor). 12 V, 7 AH	54.000	Each	854.40	46137.60	INR Forty Six Thousand One Hundred & Thirty Seven and Paise Sixty Only
3.00	Spray painting in approved shade and approved quality with Duco paint of required colour to give even shade with two or more coats by compressor including sand papering, NC putty filler coat etc complete in all respect as per design given by Engineer incharge on work for 6 nos. elevators installed at JDA Campus, Jaipur.	130.000	Sq. m	1352.00	175760.00	INR One Lakh Seventy Five Thousand Seven Hundred & Sixty Only
Total in Figures					1105827.20	INR Eleven Lakh Five Thousand Eight Hundred & Twenty Seven and Paise Twenty Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				