

जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल जे.एल.एन. मार्ग, जयपुर

बिड सूचना/जविप्रा/अधि.अभि./विद्युत-चतुर्थ/2022-23/डी- दिनांक:

पूर्ण कालीन बिड सूचना सं. 28/2022-23

जविप्रा के जोन (विद्युत चतुर्थ) में AMC of Force Ventilation work for 5 Years at 2 Level Underground Parking at Ramniwas Garden, Jaipur. के तकमीना राशि रू0 45.00 लाख के लिए ऑनलाईन बिड्स दिनांक 27.01.2023 सायंकाल 06:00 बजे तक आमंत्रित की जाती हैं। निविदा बोली का ऑनलाईन आवेदन व भुगतान जयपुर विकास प्राधिकरण पोर्टल पर करने की अन्तिम तिथि 27.01.2023 को सायंकाल 06.00 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.

निविदादाता को निविदा में भाग लेने हेतु आवश्यक है कि :-

1. जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो तथा निविदा शुल्क व आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑनलाईन ही देय होगी।
2. ऑन लाईन निविदा में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशायी अभियन्ता (विद्युत-IV),
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC-B-1, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004

Telephone: +91-141-2569696 e.mail: ee.electric1@jaipurjda.org

No:- JDA/EE-Elect-IV/2022-23/D-

Dated:

NOTICE INVITING BID

NIB No. : 28/2022-23

Online Bids are invited up-to 6.00 PM of dated 27.01.2023 for **AMC of Force Ventilation work for 5 Years at 2 Level Underground Parking at Ramniwas Garden, Jaipur.”**

Estimated cost of Rs 45.00 Lacs. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM dated 27.01.2023 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.

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

Enclosed in Bid Document**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.-IV)/2022-23/D-

Date:

LONG TERM NOTICE
INVITING BID NIB No. :
28/2022-23

Name & Address of the Procuring Entity	➤ Name: Executive Engineer (Elect.-IV), Jaipur Development Authority ➤ Address: Room No. MB GF-31, Main Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004
Subject Matter of Procurement	➤ AMC of Force Ventilation work for 5 Years at 2 Level Underground Parking at Ramniwas Garden, Jaipur. ➤ JDA/EE Electric IV/A & F/2022-2023/Dec/305 Date : 07/12/2022
Bid Procedure	➤ Single Bid, eg. single stage open competitive. 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. 1000/- (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only)
Estimated Procurement Cost	➤ INR 45.00 Lacs (Rs. Forty Five lacs Only)
Bid Security Deposit	➤ Amount (INR): 2% (Rs. 90000/-) & 0.5% (Rs. 22500/-) of Estimated Procurement Cost ➤ (*2% for bidder who is A, AA & E-1 class contractor registered in other Govt. Department)/0.5% for bidder registered as contractor E-I, E-II and E-III in JDA. ➤ 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. ➤ Eligibility: As per enclosed eligibility criteria in the Bid.
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: 18.01.2023 at 9:30 AM onwards ➤ End Date: 27.01.2023 at 6.00PM ➤ In case EMD in from BG original bank guarantee is to be submitted in room no MB-SF-225A (Room no. of DD (E&B) of main building, JDA, Jaipur by 30.01.2023 to 31.01.2023 up to 4.00 PM
Bid submission on e-procurement portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date: 18.01.2023 at 9:30 AM onwards ➤ End Date: 27.01.2023 at 6.00PM
**Date/Time/Place of Technical Bid Opening	➤ NA
Date/ Time/ Place of Financial Bid Opening	➤ 01.02.2023 at 11.00 AM Room No. CCC TF-311, Citizen Care Center , Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004
Bid Validity	➤ 120 days from the bid submission deadline
Time Period	➤ 60 Month

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 the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTTP Act 2012 and Rules thereto, the later shall prevail.

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

- BG/FDR/NSC for difference amount shall be refunded after successful completion of DLP period as per order of निदेशक वित्त, जविप्रा के कार्यालय आदेश क्रमांक जविप्रा/निदे(वित्त)/2022/ डी-37 दिनांक 22.9.22 के अनुसार वित्त (GF&AR) की अधिसूचना F2(1)FD/GST (SPFC)/2017 दिनांक 22.10.21 से RTTP Rule 75 "अ" के लागू होंगे।

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

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)



जयपुर विकास प्राधिकरण, जयपुर

www.jda.urban.rajasthan.gov.in

क्रमांक जविप्रा/निदे. (वित्त)/2022/डी-37

दिनांक 22-09-2022

कार्यालय आदेश

विषय:- जविप्रा में निविदाओं में BSR दरों से कम दर डालने पर अन्तर राशि जमा कराने बाबत।

जयपुर विकास प्राधिकरण में आमंत्रित निविदाओं में अतिरिक्त परफोरमेन्स गारन्टी/सिक्योरिटी डिपॉजिट के संबंध में जविप्रा के आदेश क्रमांक जविप्रा/अधि. अभि./त.स. नि.अभि.-I /2021/डी-65 दिनांक 22.07.2021 तथा नगरीय विकास विभाग के आदेश प01 (24) नविवि/01/2020 लूज दिनांक 20.09.2021 को Withdraw करते हुए वित्त (GF&AR) विभाग की अधिसूचना नम्बर F2(1)FD/G&T(SPFC)/2017 दिनांक 22.10.2021 से RTPP Rule 75 “अ” के अनुसार लेने के प्रावधान को लागू किया जाता है।

निदेशक (वित्त)
जविप्रा, जयपुर

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु

1. निजी सचिव, प्रमुख शासन सचिव, नगरीय विकास विभाग, राजस्थान सरकार, जयपुर।
2. निजी सचिव, आयुक्त, जविप्रा, जयपुर।
3. सचिव, जविप्रा, जयपुर।
4. वन संरक्षक, जविप्रा, जयपुर।
5. निदेशक (अभियांत्रिकी-I, II, III, IV), जविप्रा, जयपुर।
6. निदेशक (वित्त, विधि, नगर आयोजना), जविप्रा, जयपुर।
7. मुख्य नियन्त्रक (प्रवर्तन), जविप्रा, जयपुर।
8. अतिरिक्त मुख्य अभियंता (अभियांत्रिकी प्रकोष्ठ-III, IV), जविप्रा, जयपुर।
9. अतिरिक्त निदेशक (राजस्व एवं सम्पत्ति निस्तारण), जविप्रा, जयपुर।
10. समस्त अति. मुख्य अभियन्तागण/अधीक्षण अभियन्तागण, अधि. अभियन्तागण जविप्रा जयपुर।
11. समस्त व. लेखाधिकारी/लेखाधिकारी, जविप्रा, जयपुर।

निदेशक (वित्त)
जविप्रा, जयपुर

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

Bidder Detail

Name of Entity :	XXXXXXXXXXXXXX	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	

Specified Bank Guarantee Performa

Section - 6

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 EMD/Security Deposit/Additional Performance Guarantee for the work of (..... **Name Of Work**).....
.....WHEREA S, _____ [name of Bidder with address] (**hereinafter called “the Bidder”**) has submitted his Bid dated
..... for the **work of** (.....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 ICIC0006754. 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.]

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.-IV)
JDA, 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	30Months
(b)	All types of Insulators	18Months
(c)	ACSR Conductors	6Months
(d)	Isolators	6Months
(e)	Horn gap fuseset	6Months
(f)	LTPillarBox	6Months
(g)	All types of HT/LT cables	18Months

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 itself.
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 pipeline, LT/HT electric underground 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.-IV)
JDA, Jaipur

I carefully study & do agree for above terms
& Conditions. Signature & Seal of the Contractor

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SPECIAL CONDITION

- The following condition is now the part of the tender document.
 - **BG/FDR/NSC for difference amount shall be refunded after successful completion of DLP period as per order of निदेशक वित्त, जविप्रा के कार्यालय आदेश क्रमांक जविप्रा/निदे(वित्त)/2022/ डी-37 दिनांक 22.9.22 के अनुसार वित्त (GF&AR) की अधिसूचना F2(1)FD/GST (SPFC)/2017 दिनांक 22.10.21 से RTTP Rule 75“अ” के लागू होंगे।**

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 by 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 of 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 or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to 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 writing of the Engineer-Incharge.
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, surface drain, water connection, Telephone cables etc. In case of any damage 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 reserves 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 Incharge.

20. The surplus earth & damaged materials will be immediately removed from the site of work & dumped as per instruction of Engineer Incharge.
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 undergroundline.
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 to 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 resources 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 employ 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 personnel 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. **The Successful bidder shall deploy one electrician round the clock at site (24 Hrs) each garden. On absence of electrician from site the penalty will be @ Rs. 100 per day**
28. **The successful bidder shall maintain all electric system installed in park such as HT/LT cables, transformers, HT/LT panels, electric/lighting poles, lights etc. Watch & ward (including the theft) is the responsibility of successful bidder in any case at site.**
29. **The successful bidder shall maintain all lights in working condition any complaint for non-working shall be attended in 48 hours. After 48 hours penalty of Rs. 100 per day/ per light shall be levied.**
30. It is a mandatory condition that contractor will get all insulated material tested from CTL of JVVNL before using it at site.
31. All the provision of the RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 AND RULES, 2013 WILL BE APPLICABLE. IF THERE IS ANY CONTRADICTIONS IN EXISTING SPECIAL CONDITIONS AND 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. IV)
JDA, JAIPUR**

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 33KV.
 - (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 17cm.
 - (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 owncost.
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 panele 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 completions shall in presence of Engineer-In-Charge and results 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 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 be deemed to form part of the contract bond and shall be read as conditions of contract.
31. In every case in which by virtue of the provisions of section 12 sub section (1) of the Workmen's Compensation Act, 1923 cost is obliged to pay compensation to a workman employed by the contractor or by a sub contractor for execution of 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 it 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 submitted 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 ISI marked.

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

**SIGNATURE OF CONTRACTOR
WITH FULL ADDRESS:**

**EXECUTIVE ENGINEER (Elect.-IV),
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 प्रमाणपत्र 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 and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement Contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

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

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

(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.	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 yearsetc.
 - (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BIDdocument.
 - (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 individualitems.
 - (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 differentworks.
 - (vi) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLPrepairs.
 - (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 beadopted:
- (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-IV)

JDA, Jaipur.

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work: AMC of Force Ventilation work for 5 Years at 2 Level Underground Parking at Ramniwas Garden, Jaipur.

Contract No: EE (Elect-IV)/28/2022-23

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
1.00	Operation and Maintenance of electrical Substation and D.G. Sets including maintenance of internal E.I ,light fitting ,UPS ,LT Panels etc as per detailed scope of work and terms and condition ttached . The work shall include the provision of materials and operational cum maintenance staff on 24 hour duty in three shifts and supply of materials and repairs when required if any for internal and external etc. installation ,LT panels ,DG Sets and substation with all associated equipments for proper maintaining of Substation and Parking area. The cost shall include supply of diesel for peration of 3 nos. DG sets upto 50 hrs. per month for each	60.000	Job P. Month	75000.00	4500000.00	INR Forty Five Lakh Only
Total in Figures					4500000.00	INR Forty Five Lakh Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				