(समाचार पत्रों में प्रकाशनार्थ)

कार्यालय नगर निगम, उदयपुर

टाउनहॉल लिंक रोड, उदयपुर (राज.) 313001

दूरभाष स .0294-2421255, 2420013 , Helpline no. 0294-2426262 वेबसाइट. www-udaipurmc.org

क्रमांक : निविजा / 2026–27 / ई –02 दिनांक :– .....**03.04.2026**.....

(ई–भुगतान) बोली आमन्त्रण सूचना संख्या – ई 02 / 2026–27

नगर निगम कार्यालय उदयपुर द्वारा विभिन्न विकास कार्यो हेतु कुल राशि रु0....**70.17**....लाख के कुल.....**03**.....कार्यो हेतु इच्छुक निविदादाताओं से निर्धारित निविदा प्रपत्र में ई–प्रोक्यूरमेन्ट प्रक्रिया के तहत निविदा आमंत्रित की जाती है निविदा के कार्यो की प्रारम्भ तिथि.....**04.04.2026**..... एवं अंतिम तिथि.....**13.04.2026**.....तथा निविदा खुलने की तिथी.....**15.04.2026**..... रहेगी निविदा से संबंधित अन्य समस्त विवरण इंटरनेट साईट **www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in** पर देखे जा सकते है।

अधीक्षण अभियन्ता
नगर निगम, उदयपुर

प्रतिलिपी :–

1. प्रबन्ध निदेशक, राजस्थान सम्वाद, सूचना एवं जन सम्पर्क विभाग परिसर, शासन सचिवालय, जयपुर को प्रेषित कर निवेदन है कि उपरोक्त निविदा का प्रकाशन :–
   1. **एक मुख्य क्षैत्रीय दैनिक समाचार पत्र में,**
   2. **एक राज्य स्तरीय मुख्य दैनिक समाचार पत्र में,**

   में **नियम अनुसार** प्रकाशित कराने का श्रम करावें। **तथा E-Mail Id - civilmcuudr4@gmail.com पर समाचार पत्रों के इन्टीमेशन ई–मेल करने का भी श्रम करावें।**
2. **नोटिस बोर्ड कार्यालय नगर निगम पर चस्पा किया जाए।**
3. **UBN No.**

अधीक्षण अभियन्ता
नगर निगम, उदयपुर

SECTION - I (वेबसाईड़ पर अपलोड़ करने बाबत)

कार्यालय नगर निगम, उदयपुर

(ई–भुगतान) ऑन लाईन निविदा सूचना संख्या – ई 02/2026–27

नगर निगम कार्यालय उदयपुर द्वारा नगर निगम उदयपुर, केन्द्रीय सरकार/राज्य सरकार व उनके अधिकृत संगठनों में पंजीकृत समुचित वर्ग के संवेदकों से जो कि राजस्थान सरकार के विभिन्न उपयुक्त श्रेणी के संवेदकों के समकक्ष हो उनसे निर्धारित निविदा प्रपत्र में ई–प्रोक्यूरमेन्ट प्रक्रिया हेतु ऑनलाईन निविदाएं आमंत्रित की जाती है। निविदा से संबंधित विवरण इंटरनेट साईट **www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in** पर उपलब्ध है। कार्य की मय डिफेक्ट लाईबिलीटी अवधि 05 वर्ष होगी केवल रिपेयर एवं मरम्मत के कार्यो हेतु 06 माह (**राशि रु0 10.00 लाख से अधिक के कार्यो के लिए**) के लिये जो कि निविदा प्रपत्र में अंकित है के लिए उपयुक्त श्रेणी में पंजीकृत संवेदकों से निर्धारित प्रपत्र में ई–टेण्डरिंग प्रक्रिया हेतु ऑन लाईन निविदाएं आमंत्रित की जाती है विवरण निम्नानुसार है :–

क्र. सं.	कार्य की संख्या	ऑन लाईन निविदा मिलने की दिनांक व समय	ऑन लाईन निविदा मिलने की अंतिम दिनांक	निविदा खोलने की दिनांक
1.	निविदा कार्यो की दिनांक एवं समय का विवरण ➡	दिनांक 04.04.2026 समय प्रातः 11.00 बजे से	दिनांक 13.04.2026 समय सांय 06.55 बजे तक	15.04.2026

क्र सं	कार्य का विवरण	अनुमानित लागत (रु0 लाखों में)	बोली प्रतिभूति अनुमानित लागत का 00.50% रु0 उदयपुर नगर निगम में पंजीकृत संवेदको हेतु एवं 02.00% रु0 अन्य विभागों में पंजीकृत संवेदको हेतु		निविदा प्रपत्र शुल्क (आयुक्त नगर निगम, उदयपुर) +GST प्रोसेसिंग फीस (MD RISL,Jaipur)	कार्य पूर्ण करने की अवधि (माह में)
			00.50%	02.00%		
1.	वार्ड 7 से 16 व 30, 31, एवं 32 में विभिन्न स्थानों पर पेच रिपेयर कार्य।	15.44	7,720	30,880	1180/500	**04**
2.	नगर निगम क्षैत्र में स्थित विभिन्न शमशानों में आवश्यकतानुसार रिपेयर व मेन्टेनेन्स का कार्य। (ए.आर.सी.)	25.00	12,500	50,000	1180/500	**12**
3.	वार्ड 7 से 16 व 30, 31, एवं 32 में विभिन्न स्थानों पर नाला/नाली निर्माण एवं रिपेयर कार्य एवं डर्टी स्ट्रीट में निर्माण से संबंधित कार्य।	29.73	14,865	59,460	1180/500	**06**

नोट :–

1. निविदा के कार्यो की EMD, Tender Fee एवं M.D., R.I.S.L., Processing Fee केवल eazypay के माध्यम से ही स्वीकार की जायेगी जिसे जमा कराने का विवरण निचे वर्णित है। D.D. / RTGS / NEFT एवं अन्य किसी भी माध्यम से जमा शुल्क स्वीकार नहीं किये जायगे। संवेदक ध्यान रखे पृथक–पृथक कार्य के लिए पृथक–पृथक राशि जमा करावें। एक साथ राशि जमा करने पर संवेदक की निविदा निरस्त कर दी जायेगी।
2. ऐसे कार्य जिनमें शिड्युल Part -A (SOR) एवं Part – B (Non SOR) है। उन कार्यो में Part -A (SOR) एवं Part – B (Non SOR) की दर को जोड़ते हुए जिस संवेदक की दर न्यूनतम आयेगी उसी संवेदक को सफलतम निविदादाता घोषित किया जायेगा।

ऑन लाईन EMD, Tender Fee & Processing Fee जमा कराने का प्रोसेस :–

1. निविदा प्रपत्र अनुसार EMD, Tender Fee & Processing Fee निर्धारित दिनांक एवं समय तक निगम वेब साईट http://www.udaipurmc.org पर TENDERS ➡ TENDER FEE PAYMENT में जाकर eazypay के माध्यम से Online जमा कराकर प्राप्ति रसीद वेब साईट www.eproc.rajasthan.gov.in पर जमा कराये जाने वाले दस्तावेजो के साथ अटेच करनी होगी। इसके अभाव में निविदा स्वीकार नहीं होगी।
2. संवेदक को निविदा के समस्त निर्माण कार्यो पर C & D Waste Management Rule 2016 की पालना सुनिश्चित करनी होगी।

पेवर/रिकारपेन्टिगं कार्य हेतु विशष शर्त :–

I. **For work related to paver, the bidders having paver plant within 50 K.M. radious from M.C.U. office shall be eligible for this regard the bidders have to produces the certificates.**
II. **Surface finish of completed work shall conform to the requirement of clause 902 of MORTH.**
III. **The riding quality of bituminous concrete wearing surface as measured by standard towed fifth wheel bump integrator shall not be more than 2000 mm/km. To check this bidder has to conduct the roughometer test in presence of the technical officer not below rank then Assistant Engineer.**
IV. संवेदक को डिफेक्ट लाईबिलीटी अवधि (DLP) में सड़क वर्षा या अन्य किसी भी कारण से क्षतिग्रस्त होती है तो सड़क को संवेदक को स्वंय की लागत से तुरन्त 03 दिवस में अनिवार्य रूप से दुरस्त करनी होगी।

विशेष/सामान्य शर्त :–

1. राज्य सरकार के नोटिफिकेशन दिनांक 22.10.2021 द्वारा Unbalanced Bid हेतु Additional Performance Security लिये जाने हेतु राजस्थान लोक उपापन पारदर्शिता नियम 2013 में नियम संख्या 75 "ए" लागु किया गया है। (नोटिफिकेशन की प्रति उक्त निविदा के साथ संलग्न है) इस नियम की पालना संवेदको को करनी होगी।
2. राज्य सरकार के आदेशानुसार 10.00 लाख रु0 से अधिक अनुमानित लागत के कार्यो के लिए डिफेक्ट लाईबिलीटी अवधि 05 वर्ष होगी केवल

रिपेयरीगं एवं मरम्मत के कार्यो के लिए 06 माह की होगी।

3. ई–निविदा में भाग लेने वाले बीडर को अपने नियोजित श्रमिको का E.P.F. जमा करा चालान की प्रति प्रस्तुत करने पर ही कार्य का भुगतान होगा।
4. The provisions of RTPP Act 2012 and Rules 2013 there to 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 2013 thereto, the latter shall prevail.
5. A.R.C./R.C. (वार्षिक दर अनुबन्ध/दर अनुबन्ध) एवं झर्झर भवनों के कार्यो में संवेदक को प्रत्येक कार्य लिए पृथक–पृथक सब–कार्यादेश दिया जायेगा जो तय समयावधि के लिए होगा संवेदक को तय समयावधि में कार्य पूर्ण करना होगा। समयावधि में कार्य पूर्ण नहीं होने पर नियमानुसार कार्यवाही की जायेगी।
6. राजस्थान सरकार वित्त विभाग (व्यय–।।।) के अनुसार उपरोक्त कार्य के लिये पोटेशियल एसेसमेन्ट पद्धति अपनाई जावेगी।
7. किसी निविदा को स्वीकार करने एवं बिना कारण बताये निरस्त करने के समस्त अधिकार सक्षम अधिकारी के पास सुरक्षित है। आर.पी.डब्ल्यू.ए.–100 की समस्त शर्ते मान्य होगी।
8. **वित्त विभाग के आदेश संख्या एफ.8 (10) एफ.डी./एसपीएफसी/मिसलीनियेस/2022 दिनांक 27.01.2023 के अनुसार**
   0.00 से 50.00 लाख रूपये तक की राशि के कार्यो के लिए 500/– ,
   50.01 से 100.00 लाख रूपये तक 1500/–,
   100.01 से 500.00 लाख रूपये तक 2000/–
   500.00 लाख रूपये से अधिक राशि के कार्यो के लिए 2500/– रू की राशि निविदा शुल्क के अतिरिक्त देनी होगी जो मैनेजिंग डायरेक्टर, आर. आई.एस.एल. के पक्ष में व जयपुर में भुगतान योग्य होना चाहिये।
9. **राज्य सरकार के आदेशानुसार 10.00 लाख रु0 से अधिक अनुमानित लागत के कार्यो के लिए डिफेक्ट लाईबिलीटी अवधि 05 वर्ष होगी एवं रिपेयरीगं एवं मरम्मत के कार्यो के लिए 06 माह की होगी।**

बिडिंग डाक्यूमेंट :–

1. निविदा प्रपत्र को इन्टरनेट साईट से निर्धारित दिनांक को **प्रातः 11.00** बजे से निर्धारित दिनांक को निर्धारित समय तक डाउनलोड (Download) कर सकते हैं। इन निविदाओं को इलेक्ट्रोनिक फोर्मेट में वेब साईट www.eproc.rajasthan.gov.in पर जमा कराये।
2. निविदा प्रपत्र को इलेक्ट्रोनिक फोर्मेट में वेबसाईट www.eproc.rajasthan.gov.in पर निर्धारित दिनांक को निर्धारित समय तक जमा कराये जा सकते हैं। प्राप्त निविदाऐं इलेक्ट्रोनिक फार्मेट में वेब साईट www.eproc.rajasthan.gov.in पर आयुक्त नगर निगम, उदयपुर के कार्यालय में उपस्थित **निविदादाताओं** व उनके प्रतिनिधियों के समक्ष निर्धारित दिनांक को खोली जावेगी। यदि किसी कारणवश उस दिन अवकाश रहता है तो अगले कार्य दिवस को उसी समय व उसी स्थान पर निविदायें खोली जावेगी।
3. निविदा की समस्त प्रक्रिया ऑन लाईन होगी। निविदा प्रपत्र को वेबसाईट www.eproc.rajasthan.gov.in पर देखा जा सकता है। निविदा प्रपत्र में निविदाकर्ता के लिए योग्यता सूचना तथा निविदाकर्ता की पात्रता, प्लॉन, स्पेसिफिकेशन, डाइंग विभिन्न कार्यो की मात्रा एवं दरों का विवरण, नियम, शर्ते एवं अन्य विवरण वर्णित है। निविदादाता इन प्रपत्रों को डाउनलोड (Download) कर सकते हैं।

ई–टेन्डरिंग के लिए निविदादाता हेतु निर्देश :

1. इन निविदा में भाग लेने वाले निविदादाता निविदा प्रपत्र को इन्टरनेट साईट **www.eproc.rajasthan.gov.in** से डाउनलोड (Download) कर सकते है।
2. निविदाओं में भाग लेने वाले निविदादाताओं को इन्टरनेट साईट **www.eproc.rajasthan.gov.in** पर रजिस्टर करवाना होगा। ऑनलाईन निविदा में भाग लेने के लिए डिजिटल सर्टिफिकेट इन्फोरमेशन टेक्नोलॉजी एक्ट–2000 के तहत प्राप्त करना होगा जो इलेक्ट्रोनिक निविदा में साइन करने हेतु काम आएगा।
3. निविदादाता उपरोक्त डिजिटल सर्टिफिकेट सी.सी.ए (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते है। जिन निविदादाओं के पास पूर्व में वैध डिजिटल सर्टिफिकेट है, नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।
4. निविदादाओं को निविदा प्रपत्र इलेक्ट्रोनिक फार्मेट में उपरोक्त वेबसाईट व डिजिटल साइन के साथ प्रस्तुत करना होगा, जिसके प्रस्ताव डिजिटल साईन के साथ नहीं होगें, उनके प्रस्ताव स्वीकार नहीं किए जाएंगे। कोई भी प्रस्ताव अकेले भौतिक फार्म में स्वीकार्य नहीं होगा।
5. ऑनलाईन निविदाऐं निर्धारित दिनांक एवं समय पर खोली जाएगी।
6. इलेक्ट्रोनिक निविदा प्रपत्र को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवे की निविदा प्रपत्र में संबधित सभी आवश्यक दस्तावेजों की स्केन कॉपी निविदा प्रपत्र के साथ अटैच कर दी गई है।
7. निविदा का अंतिम दिनांक एवं अंतिम समय तक इन्तजार ना करके अंतिम दिनांक से पहले भर लेवें तथा टेंडर इलेक्ट्रोनिकी जमा कराने में किसी भी कारण से विलम्ब हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा।
8. टेंडर के आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑनलाईन दर्ज करें तथा Annexure-A, B, C & D भी दस्तावेजों के साथ संलग्न करें।
9. निविदा सूचना इंटरनेट साईट www.eproc.rajasthan.gov.in पर एवं www.dipronline.org. पर भी उपलब्ध है।
10. निविदा खोलने की दिनांक से 180 दिवसों तक निविदा स्वीकृत हेतु मान्य (Open) रहेगी। यदि निविदाकर्ता उस अवधि में अपनी निविदा अथवा शर्तो में किसी प्रकार का संशोधन करता है अथवा अपनी निविदा वापस लेता है, तो उसकी धरोहर राशि जब्त कर ली जावेगी।
11. निविदा की विधिमान्याता की कालावधि के अवसान के पूर्व, उपापन संस्था आपवादिक परिस्थितियों में बोली लगाने वालों से अतिरिक्त विनिर्दिष्ट समायावधि के लिए बोली की विधिमान्यता की कालावधि का विस्तार करने के लिए अनुरोध कर सकेगी। बोली लगाने वाला अनुरोध को अस्वीकार कर सकता है और ऐसी अस्वीकृत बोली प्रत्याहरण के रूप में मानी जायेगी किन्तु ऐसी परिस्थितियों में बोली प्रतिभूमि समपहृत नहीं की जायेगी।
12. यदि नजदीकी रिश्तेदार (प्रथम रक्त सम्बन्धी व उनके पति/पत्नि) कार्य से सम्बन्धित कार्यालय में लेखाकार अथवा कनिष्ठ अभियन्ता से लेकर अधीक्षण अभियन्ता स्तर का किसी भी स्तर पर पदस्थापित हो तो उसे कार्य पर नियुक्त करने पर प्रतिबन्ध रहेगा।
13. राज्य सरकार में किसी भी अभियांत्रिकी विभाग में किसी भी इंजीनियर अथवा इंजीनियरिंग या प्रशासनिक कार्य पर नियुक्त राजपत्रिक अधिकारी राज्य सरकार की अनुमति के बिना सेवानिवृति के 2 वर्ष तक संवेदक अथवा उसके कर्मचारी के रूप में कार्य नहीं कर सकेगें। यदि संवेदक अथवा उसके कर्मचारी में कोई ऐसा व्यक्ति जिसने राज्य सरकार की उक्त लिखित अनुमति निविदा जमा कराने से पहले अथवा संवेदक के यहां सेवायें लेने से पहले नहीं ली है तो अनुबन्ध रद किया जा सकेगा।
14. इस निविदा के अन्तर्गत यदि कोई आवश्यक संशोधन हुआ तो उसे वेबसाईट **www.eproc.rajasthan.gov.in** पर प्रकाशित किया जावेगा जिसका अवलोकन कर आवश्यक कार्यवाही करने की जिम्मेदारी संवेदक की होगी।
15. निविदा सूचना **www.sppp.rajasthan.gov.in** पर भी देखी जा सकती है।

अधीक्षण अभियन्ता
नगर निगम, उदयपुर

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

Any person participating in a procurement process shall –

i. 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.
ii. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
iii. Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process:
iv. Not misuse any information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process.
v. 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.
vi. Not obstruct any investigation or audit of a procurement process.
vii. Disclose conflict of interest, if any and
viii. 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;
    c. have the same legal representative for purpose 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) bythe procuring entity as engineer-in-charge/consultant for Contract

ANNEXURE "B" : DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

Declaration by the Bidder

In relation to my/our Bid submitted to …… In response to their Notice Inviting Bids No …….. dated …….., I/we hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding document, which materially affects fair competition.

Date: ……
Place: ……..

Signature of bidder

Annexure C : Grievance Redressed during Procurement Process

The designation and address of the First Appellate Authority is_____
The designation and address of the Second Appellate Authority is_____

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings.

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

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

(3) If the officer designed 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 bidder 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 provision of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed from 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 register 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 Condition of Contract

1. Correction of arithmetical errors

Provide 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 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

iii. If there is a discrepancy between word 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 Quanties

(1) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the condition of contract.

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

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

3. Dividing quantities amount 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 procurement to be procured is of critical and vital nature in such cases the quantity may be divided between the Bidder, whose Bid is nature 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.

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सत्यमेव जयते	साधिकार प्रकाशित	Published by Authority
	पौष 22, बुधवार, शाके 1943-जनवरी 12, 2022 *Pausa 22, Wednesday , Saka 1943- January 12, 2022*	

भाग 4 (ग)

उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, January 12, 2022

G.S.R.398 .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2022.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Amendment of rule 75.- In rule 75 of the said rules,-

(i) in proviso to sub-rule (2), for the existing expression "31.12.2021", the expression "31.03.2023" shall be substituted; and

(ii) in proviso to clause (f) of sub-rule (3), for the existing expression "31.12.2021", the expression "31.03.2023" shall be substituted.

[No. F.2(1)FD/G&T(SPFC)/2017]

By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

Government Central Press, Jaipur.

सत्यमेव जयते

राजस्थान राजपत्र विशेषांक	RAJASTHAN GAZETTE Extraordinary
साधिकार प्रकाशित	Published by Authority
आश्विन 30, शुक्रवार, शाके 1943-अक्टूबर 22, 2021 *Asvina 30, Friday , Saka 1943- October 22, 2021*	

भाग 4 (ग)

उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, October 22, 2021

G.S.R.364 .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Fourth Amendment) Rules, 2021.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Insertion of new rule 75A.- After the existing rule 75 and before the existing rule 76 of the Rajasthan Transparency in Public Procurement Rules, 2013, the following new rule 75A shall be inserted, namely:-

"**75A. Additional Performance Security.-** (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation : For the purpose of this rule,-

(i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.

(ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.

(iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

[No. F.2(1)FD/G&T(SPFC)/2017]
By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

राज्य केन्द्रीय मुद्रणालय,जयपुर।

ऑन लाईन भुगतान जमा कराने का प्रोसेस

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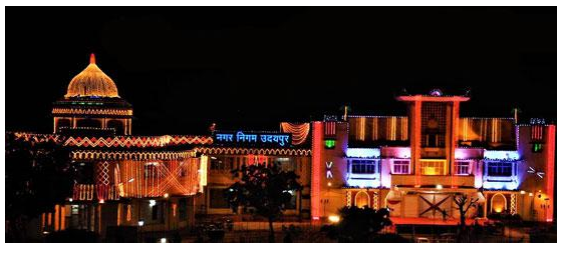
About Udaipur Municipal Coporation



उदयपुर अरावली की हरित सुरम्य उपत्याकायों के मध्य स्थित है। इसकी स्थापना मेवाड़ के 56वें महाराणा श्री उदय सिंह जी ने 1559 में की थी। धीरे-धीरे विकसित वर्तमान उदयपुर पर्यटको एवं प्रकृति प्रेमियों का स्वर्ग माना जाता है । पहाड़ियों के मध्य प्राकृतिक परिवेश होने तथा नैसर्गिक सौंदर्य एवं मनोहारी झीलों के कारण पूर्व का वेनिस झीलों की नगरी और पर्यटकों का स्वर्ग कहा जाता है ।
यहां की विशिष्ट साहित्यिक एवं सांस्कृतिक उपलब्धियों के कारण इसे राजस्थान का कश्मीर होने का भी गौरव प्राप्त है।

CONTINUE READING

About LakeCity of India

Udaipur also known as the "City of Lakes" is a major city, municipal corporation and the administrative headquarters of the Udaipur district in the Indian state of Rajasthan. It is the historic capital of the kingdom of Mewar in the former Rajputana Agency. It was founded in 1559 by Maharana Udai Singh II of the Sisodia clan of Rajput, when he shifted his capital from the city of Chittorgarh to Udaipur after Chittorgarh was besieged by Akbar.

CONTINUE READING

Online Complaint System

Udaipur Nagar Nigam is pleased to dedicate the state-of-art Mobile Complaint Mangement System to the citizens of the Lake city of Udaipur. This system will enable citizens to register complaints about sanitation, any-time from any-where. Citizens will have the option to register the compalint from web, or using Mobile application.
User can see history of their complaints and status of the compliant.

CONTINUE READING

- Our Leaders -

Chief Minister's Message

Mayor's Message

Commissioner's Message

Deputy Mayor's Message

❝ प्रदेश के शहरी क्षेत्रों में रहने वाले नागरिकों को राजकीय योजनाओं के माध्यम से लाभान्वित किये जाने एवं उनके प्रतिदिन के कार्य व समस्याओं के त्वरित समाधान के लिए निर्धारित प्रक्रियाओं में सरलीकरण कर... Read More

Shri Ashok Gehlot

Honorable Chief Minister of Rajasthan

❝ उदयपुर शहर विश्व के पर्यटन क्षेत्र में अपना महत्वपूर्ण स्थान रखता हैं। यह शहर झीलों की नगरी के नाम से जाना जाता है , पर्यटन की द्रष्टी से प्रतिवर्ष हज़ारो की संख्या में देशी / विदेशी पर्यटक यहां आते हैं... Read More

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UDAIPUR MUNICIPAL CORPORTATION

Udaipur Municipal Corporation, Town Hall Link Road, Udaipur, Rajasthan, 313001

Phone: (Helpline) 0294-2426262 (Mayor office) 0294-2410323

Phone: (Commissioner Office) 0294-2421255

Email: commudr@gmail.com

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SECTION- II

Bill of Quantities
G-Schedule

1. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding, The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer- in-charge and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer-in-charge may fix within the terms of the Contract.

2. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour supervision materials, T&P, quality assurance , erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.

3. The rates and prices shall be quoted in the units indicated and entirely in Indian Rupees.

4. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, including miscellaneous items involved in the concerned item, and items not mentioned in the BOQ but required to be executed will be considered as variation items.

5. General directions and descriptions of works and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation, shall be made before entering rates or prices against each item in the Bill of Quantities. The execution of various items shall be in full conformance to the relevant specifications and codes, drawings and designs as confirmed through sampling and testing.

Notes:

1. Item for which no rate or price has been entered in, will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the bill of quantities.

2 Unit rates and prices shall be quoted by the bidder in Indian Rupees.

3. Where there is a discrepancy between the rate in figures and words, the rates in words will govern.

Bidder's Signature with seal of the firm

SECTION- III INSTRUCTIONS TO BIDDERS

Important Instruction:- The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2012" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal http://sppp.raj.nic.in Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Law shall prevail

Scope of BID

a. The procurement entity to receive bids from the eligible bidders for the work that is described in the Bidding Data Sheet / Invitation to BID

b. The successful bidder will be expected to complete the works within the period stated in the Bidding Data sheet and Invitation to BID from the date of issuance of The Notice to proceed, or such other data may be specified in the notice to proceed.

c. Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

ELIGIBLE BIDDERS

a. The invitation of Bid is open to bidders who :
Are residents of the India Nation and who pursue the business of similar nature of works as defined in the Bid Document in any part of the State and Country as well.

b. The Bidder could be a single entity or a joint Venture. The Joint Venture can be formed by not more than two entities (one lead partner with another JV partner) as stipulated in the Section III Bidding Data Sheet.

c. The Bidders shall have to submit the PAN issued by Income –TAX department.

d. A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document

Cost of Tendering :

a. The tenderer shall bear all cost associated with the preparation and submission of this tender for the work and the Procurement entity will in no case, be responsible or liable for such cost, regardless of the conduct or outcome of the tendering process.

Site Visit :

a. The tenderer shall, prior to submitting his tender for the work, visit and examine the Site of works and its surroundings at his own expenses and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his tender and entering into a Contract including the actual conditions, regarding the nature, conditions of site, availability of materials, labour, probable sites for labour camps, stores etc. and extent of lead and lift required for the work in complete form over the entire duration of the Contracts after taking into consideration local conditions obstructions in work, if any, and allow for all such extras likely to be incurred due to any such conditions, restrictions, obstructions, etc. in the quoted Contracts Price for the work.

b. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

Bid Security

a. Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in the BDS.

b. Bid Security shall be 0% of the value of the Works indicated in the NIB. For bidders registered with the Procuring Entity, the bid security shall be 0.25% of the value of works indicated in the NIB. The bid security shall be in Indian Rupees , if not otherwise specified in the BDS.

c. The Bid Security may be given in the form of cash, a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format, or deposited through eGRAS.

d. In lieu of Bid Security, a Bid Securing Declaration shall be taken from Government Departments and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government, Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Section IV, Bidding Forms.

e. Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall Government of Rajasthan Instructions To Bidders Standard Bidding Document (Large Works) Single Stage-Two Envelope (Two Part) Bid necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.

f. Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for the this Bid. The Bid Security originally deposited may, however be taken into consideration in case Bids are re-invited.

g. The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.

h. Prior to presenting a submission, a Bidder may request the Procuring Entity to confirm the acceptability of a proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified in ITB Clause

i. The Procuring Entity shall respond promptly to such a request.

j. The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.

k. The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder pursuant to ITB Clause 6.4 [Performance Security].

l. The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:- (i) when the Bidder withdraws or modifies his bid after opening of Bids. (ii) when the Bidder does not execute the agreement inaccordance with ITB [Signing of Contract] with in the specified time ; if any, after issue of letter of acceptance/ placement of Work order within the specified period; or (iii) when the Bidder fails to commence the Works as per Work order within the time specified; or (iv) when the Bidder does not deposit the Performance Security in accordance with ITB Clause 6.4 [Performance Security]; in the prescribed time limit after the work order is placed; (v) if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act and Chapter VI of the Rules; or (vi) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5.[Correction of Arithmetical Errors].

m. In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.

n. The Procuring Entity shall promptly refund the Bid Security of the Bidders at the earliest of any of the following events, namely:- i. the expiry of validity of Bid Security; ii. the execution of agreement for procurement and Performance Security is furnished by the successful Bidder; iii. the cancellation of the procurement process; or iv. the withdrawal of Bid prior to the deadline Government of Rajasthan Instructions.

o. The Bid Security of a Joint Venture, Consortium or Association must be in the name of the Joint Venture, Consortium or Association that submits the Bid. If the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, the members of the proposed consortium or JV shall enter in to an Agreement to form a legally constituted JV after the issue of

Letter of Acceptance / Letter of Intent to them and also declare a partner as the lead partner in whose name the Bid Security may be submitted

Period of Validity of Bids

a. Bids shall remain valid for 90 days after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

b. Exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause [Bid Security] it shall also be extended for thirty days beyond the dead line of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid

Tender Document :

The Tender Document issued for the purpose of tendering shall comprise as stated below together with any Agenda and minutes of pre-tender meeting issued.

Section	(i)	Notice inviting Tender
Section	(ii)	BOQ / Schedule "G" /
Section	(iii)	Instruction to Bidders
	(iv)	Annexures

a. The Tenderer is expected to examine carefully all instructions, conditions, forms, terms, technical specifications, bill of quantities, and drawings in the Tender Documents, Failure to comply with the equipments of tender submissions shall be at the tender's own risk.

b. The tenderer shall submit only as unconditional offer which complies fully with the requirements of the Tender document.

c. All tenderers are cautioned that no alternative or conditional offers, variations or deviations by the tenderers in respect of any item proposed by the tenderers shall be entertained or considered further in the process of tender approval, Further more, any deviation from the conditions of Contract or technical specifications or other requirements stipulated in the tender Document other than those specifically clarified/amended in the minutes of the minutes of the pre-tender meeting shall be summarily rejected as non responsive.

Preparation of Tender / BID :

(A) The bid to be prepared & submitted by the bidder, through E-tender to the commissioner Municipal Corporation, Udaipur for consideration shell comprises of the following.

a. Proposal submission sheet in the form as per ITB Annexure 'E'.

b. Proof for demand draft for Bid Security in Separate cover marked as Bid Security.

c. Proof for demand draft in favor of commissioner MCU for Bid cost (as per bid data sheet) in separate cover market as bid cost.

d. Proof for D.D. in favor of M.D. RISL for the Fee of Bid process (as per bid data sheet) in separate cover market as bid process Fee.

e. Proof for current Sale Tax & VAT clearance certificate.

f. Declaration by bidders in complains of sector 7 & 11 of RTPP Act. as per ITB Annexure 'B'.

g. An affidavit affirming that information has been furnished in the bidding document is correct to the best of his Knowledge and belief.

h. Proof for enlistment as Govt. contractor.

i. Priced Bill of Quantities for Items specified in section II.

(B) The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
1	Notice Inviting Bid / Tender
3	Instructions to the Bidders
4	Special Condition of Contract & Annexure
5	General Condition of contractor / RPWA 100
6	Contract Form
7	Drawing if any

Format of Tender :

a. If the tender is made by a proprietary firm it shall be signed by the proprietor above his full name and full name of his firm with its current address. If the tender is made by a firm in partnership it shall be signed by a partner holding Power for Attorney for the firm. A certified copy of the power of Attorney shall accompany with the tender.

b. The certified copy of the partnership deed current address of the firm and full name and current address of the all the partners of the firm shall also accompany the tender.

c. If tender is made by a limited company or a limited Corporation it shall be signed by duly authorized person holding the power of Attorney for such limited Company or Corporation a certified copy of Power of Attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

Deadline for Tender Submissions :

a. Tender must be submitted through e-tendering system to the **Commissioner Municipal Corporation Udaipur on** ..... **upto** 4**.00 P.M.** and shall be opened online on .....**at 4.00 P.M.** in the presence of those tenderers who may choose to be present. If such last date is declared a public holiday by the Government in the receiving office, next official working day would be deemed as the last date for opening of the tenders.

b. The**, Commissioner Municipal Corporation. Udaipur** may at his discretion, extent the dead line for the submission of tenders by issuing an amendment to tenderers in which case all rights and obligations of the **Commissioner Municipal Corporation Udaipur** and the tenderers previously subject to the original deadline shall thereafter by subject to the new deadline as extended.

c. No tender shall be withdrawn in the interval between the deadline for submission of tenders and the expiry of the period of validity of tenders specified in the Tender documents. With drawl of a tender in any form whatsoever during this interval shall entail the forfeiture of the Earnest Money deposit without any further notice or opportunity to the tenderer & without prejudice to any other legal rights & remedies open to the employer.

Successful bid

The substantially responsive bid with lowest bid price will be consider as successful bid/bidder and after justification of rates letter of acceptation / notification of award will be issued by the procurement entity.

A substantially responsive “Bid” is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or

performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(i.) Bid evaluation committee under the following circumstances may call negotiation from the lowest bidder :-

a. when ring prices have been quoted by the Bidders for the subject matter of procurement; or

b. when the rates quoted vary considerably and considered much higher than the prevailing market rates.

(ii.) In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer.

(iii.) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

(iv.) The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders .

Notification of Award

a. Prior to the expiry of the period of tender validity prescribed by the **Commissioner Municipal Corporation Udaipur** the **Executive Engineer Municipal Corporation Udaipur** will notify the successful tenderer by telegram/cable or telex (and subsequently confirmed in writing by Registered Letter) that his tender has been accepted. This letter and in the conditions of the contract called Letter of Acceptance.

b. The Letter of Acceptance will constitute the formation of the Contract and will incorporate all agreements between the parties in accordance with the form of Agreement provided in the Tender Documents.

c. Upon the furnishing by the successful tenderer of a performance security in accordance with the provisions the **Commissioner Municipal Corporation Udaipur**, will promptly notify the unsuccessful tenderers that their tenders have been unsuccessful and discharge/returned without interest their tender Earnest Money Deposits.

Performance Security / Security Deposit:

Performance Security shall be solicited from all successful Bidders except State Govt. Departments and undertakings, corporations, autonomous bodies, registered societies, cooperative societies which are owned or controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.

a. The amount of Performance Security shall be ten percent, of the amount of the Work order. The currency of Performance Security shall be Indian Rupees.

b. If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in the opinion of the Procuring Entity , the Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities , to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration , the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased (such increase shall be as per order of department of UDH Govt. of Rajasthan P 10 (147) UDH / 3 / 2008 / Dated 8-9-2010) at the expanse of the bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract.

Performance Security shall be furnished in one of the following forms as applicable-

a. Deposit through eGRAS; or

b. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or

c. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings Government of Rajasthan Instructions To Bidders Standard Bidding Document (Large Works) Single Stage-Two Envelope (Two Part) Bid 40 issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or

d. Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Clause 3.10 [Bid Security]; or

(e) Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

(f). The successful Bidder may submit option for deduction of performance security from his each running and final bill @ 2.50% of the amount of the Bill.

Performance Security furnished in the form of a document mentioned at options (ii) to (v) of Sub Clause 8.2 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including operation and / or maintenance and defect liability period, if any.

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract at the rates of the lowest Bidder to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:-

a. when the Bidder does not execute the agreement [Signing of Contract] within the specified time, after issue of letter of acceptance / notification of award.
b. when the Bidder fails to commence the Works as per Work order within the time specified; or
c. when Bidders fails to complete Contracted Works satisfactorily within the time specified; or
d. when any terms and conditions of the contract is breached; or
e. to adjust any established dues against the Bidder from any other contract with the Procuring Entity; or
f. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act and Chapter VI of the Rules
g. Notice of reason able time will be given in case off or feature of Performance Security. The decision of the Procuring Entity in this regard shall be final.

For the work estimated cost exceeds Rs 10.00 Lacs the Performance Security shall be discharged by the Procuring Entity and returned to the Contractor not later than 60 days after the expiry of the defect liability/ contracted maintenance period following the date of satisfactory completion of the Contractor's performance obligations under the Contract, including any defect liability or maintenance obligations, unless specified otherwise in the SCC.

The Engineer-in-Charge shall not make a claim under the Performance security except for amounts to which the Procuring Entity is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract Agreement) in the event of:

a. Failure by the Contractor to extend the validity of the Performance security as described herein above, in which event the Engineer-in-charge may claim the full amount of the performance security.
b. ii. Failure by the Contractor to pay the Procuring Entity any amount due, either as agreed by the Contractor or determined under any of the Sub-Clauses/conditions of the agreement, within 30 Days of the service of notice to this effect by Engineer-in-Charge
c. iii. Failure by the Contractor to rectify any Defects as defined in the Defect liability Sub-Clause in the Contract Data to the satisfaction of the Engineer-in-Charge.

For the work estimated cost up to 10.00 Lacs the Procuring Entity shall return the Performance Security to the Contractor as below after completion of all obligations under the contract.

The Performance Security (if applicable) shall be refunded after the expiry of the period as prescribed below:

a. Ordinary repairs: 3 months after the completion of the work provided the final bill has been paid.
b. Original works/special repair works: Performance Security will be refunded six months within 30 days after the completion or expiry of one full rainy season or the defect liability period.
c. In case of supply after 3 months of completion after the expiry of defect liability period as defined in the special conditions of the agreement whichever is later provided the final bill has been paid.

signing of Contract

The successful Bidder /Contractor, after submitting the performance guarantee i.e. within 15 Days of receipt of Notification of Award / Letter of acceptation shall attend the office of the Procurement Entity / Engineer- In-charge for authentication, signing and completion of the Contract document and execute the agreement consisting of: The notice inviting Bid, all the documents including Drawings, if any, forming the Bidding Document as issued at the time of invitation of bids and acceptance thereof together with any correspondence leading thereto, Standard Forms consisting of various standard Sub-Clauses with corrections up to the date stipulated in Contract Data along with annexure thereto and drawings etc. The Costs of stamp duties and similar charges (if any) imposed by Law in connection with entry into the Contract Agreement shall be borne by the Contractor

Other Instruction

1. The rates are inclusive of all lead and lift for complete finished work unless & otherwise the same is specifically stated in the rates.
2. 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.
3. No conditions are to be added by the contractor and conditional tender is liable to be rejected
4. The rates provided in tender documents are inclusive of all Taxes and royalty.
5. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost
6. Undersigned has full right to reject any or all tenders without given any reasons.
7. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in MCU.
8. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.
9. If any bidder quotes a rate below than the schedule “G” rates, i.e. rates below than at par, then the bidder has to deposit the difference amount i.e. amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the before the issuance of the work order and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within in 7 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 of completion/actual date of completion. In case of non deposition of the same in specified period, the Bid security will be forfeited. In case work is not completed satisfactory, the work performance security will be forfeited along with Bid security.
10. For work related to paver, the bidders having paver plant within 50 K.M. radius from M.C.U. office shall be eligible for this regard the bidders have to produces the certificates.
11. Each bidder must produce:
    a. The current income-tax, Sale Tax & VAT Clearance certificate;
    b. An affidavit that the information furnished with the bid documents is correct in all respects; and
    c. Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
12. The bidders are required to quoted at percentage above/below/at par of the schedule of rates specified in G-Schedule is based on current PWD BSR.
13. The tenderer are required to submit copy of their enlistment as contractor.
14. The enlisted contractors of various classes shall be qualified to tender upto the extent prescribed against each class as below :-

S. No.	Class of contractors	Extent upto which qualified to tenders for any work
1	2	3
1	'AA' Class	[Any amount
2	'A' Class	up to 300.00 lacs
3	'B' Class	up to 150.00 lacs
4	'C' Class	up to 50.00 lacs
5	'D' Class	up to 15.00 lacs

SECTION- III INSTRUCTIONS TO BIDDERS, Annexure's

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.
i.

Conflict of Interest:-

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

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

a. 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:
b. Have controlling partners/shareholders in common ; or
c. Receive or have received any direct or indirect subsidy from any of them; or
d. Have the same legal representative for purposes of the Bid; or
e. 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
f. 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
g. 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
h. Bidder or any of its affiliates has been hired (or is proposed to be hired) by theProcuring 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 Directorate, Local Bodies Rajasthan.
The designation and address of the Second Appellate Authority is Secretary, Local Bodies Rajasthan.

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.

a. 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.

b. 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.

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.

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. 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.

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.

Procedure for disposal of appeal

a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
    (i) Hear all the parties to appeal present before him; and
    (ii) Peruse or inspect documents, relevant records or copies there of relating to the matter.
c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass and order in writing and provide the copy of order to the parties to appeal free of cost.
d. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1

[See Rule 83]

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

Appeal No. ..... of .....

Before the ..... (First/Second Appellate Authority)

1. Particulars of appellant :
   (i) Name of the appellant :
   (ii) Official address, if any :
   (iii) Residential address :

2. Name and address of the respondent (s) :
   (i)
   (ii)
   (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal :
6. Grounds of appeal :……
   (Supported by an affidavit)
7. Prayer……

Place ……

Date ……

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

a. Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:If there is a discrepancy between the unit price and the total price that is 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;

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

c. 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

a. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

b. 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.

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

3. Dividing quantities among more than one Bidder at the time of award

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.

SECTION- III INSTRUCTIONS TO BIDDERS, Annexure E

Letter of Bid

Proposal for Bid Submission

Date: _____ NIB No.: _____

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No. :-
_____

(b) We offer to execute in conformity with the Bidding Document the following Works:
_____

(c) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price or Performance Security Declaration, as the case may be, for the due performance of the Contract;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;

(f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;

(k) We have paid, or will pay the following commissions, gratuities, or fees, if any, with respect to the bidding process for execution of the Contract:

Name of Recipient	Address	Reason	Amount

(l) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2012 and this Bidding Document in this procurement process and in execution of the Contract;

(M) Other comments, if any:

Name/ address: _____

In the capacity of: _____

Signed: _____

Duly authorised to sign the Bid for and on behalf of:_____

Date: _____

Tel: _____ Fax: _____

E-mail: _____

Applicable Only for work exceeding Rs. 100.00 Lacs and where stipulated completion period is more than 12 months

(Both the condition should be fulfill)

General Conditions for admissibility of Escalation

1. In General Conditions for admissibility of Escalation , The break-up of components of labour/materials (excluding materials to be supplied by the Department)/bitumen/diesel and petrol/cement/steel as indicated in Clause 45 of RPWA 100 Agreement Form have been predetermined as below :-

(a)	Labour	.....	Percent
(b)	Material	.....	Percent
(c)	Diesel and Petrol	.....	Percent
(d)	Cement	.....	Percent
(e)	Steel	.....	Percent
	Total	**.....**	**Percent**

MUNICIPAL CORPORATION UDAIPUR

DISTRICT: UDAIPUR

BID DATA SHEET

NAME OF PROCUMBENT ENTITY	**:**	**COMMISSIONER MUNICIPAL CORPORATION UDAIPUR**
NAME OF DEPARTMENT	**:**	**DEPART OF LOCAL SELF GOVERNMENT, RAJASTHAN**
NIB No.	**:**	
BID FOR (NAME OF WORK)	**:**	
ESTIMATED COST OF BID	**:**	**Rs. .....LACS**
BID SECURITY / EARNEST MONEY 1. **FOR CONTRACTOR INLISTED MCU 0.5 % OF ESTIMATED BID COST.** 2. **FOR CONTRACTOR INLISTED IN OTHER GOVERNMENT DEPARTMENT 2% OF ESTIMATED BID COST.**	**:**	**Rs. ...../-** **Rs. ...../-**
PERIOD OF COMPLETION	**:**	The work shall be complete in its entirety within ..... months from the start Date, which shall be the date of issue of the Notice to Proceed or such other Start Date as may be specified in the Notice to Proceed / Work order .
TYPE OF CONTRACT	**:**	**SINGLE PART BID SYSTEM**
BID VALIDITY	**:**	Bids shall remain Valid for a period of 90 Days after the date of submission of the bid.
DATE OF ONLINE SALE / DOWNLOADING	**:**	**..... AT 11.00 AM** **to** **..... AT 4.00 pm**
DATE OF ON-LINE SUBMISSION (UPLOADING) OF TENDER	**:**	**..... AT 11.00 AM** **to** **..... AT 4.00 pm**
DATE OF ONLINE OPENING OF BID	**:**	**..... AT 4.00 PM**
FEE OF BID DOCUMENT	**:**	**Rs...../- IN THE NAME OF COMMISSIONER MUNICIPAL CORPORATION, UDAIPUR**
ONLINE PROCESSING FEE	**:**	**...../- IN FAVOUR OF M.D. RISL, JAIPUR BY D.D. / PAY ORDER MUST PHYSICALLY SUBMITTED AT THE OFFICE OF THE MCU UP TO .....A.M./P.M. .....DATE**
DEFECT LIABILITY PERIOD **for the work estimated cost exceeds Rs. 10.00 Lacs**	**:**	**03 Years (after actual date of completion of work)**

ANNEXURE '1' : SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) FOR ROADS WORKS COSTING RS. 25.00 LACS AND MORE

ROAD WORKS

1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be Three years. Road works executed by the Contracting agency shall be maintained by them at their own cost for three years (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.

1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during Defect Liability Period.

1.3 The word "Road Works" means all new Road Works construction, widening, strengthening, up-gradation and renewal works

1.4 The word "Maintenance of Road Works during Defect Liability Period" means

(i) Routine maintenance of Road Works,

(ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the Road Surface with good riding quality and

(iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.

1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after three years.

1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

1.7 The routine maintenance activities and their periodicity

S.No.	Name of Item/Activity	Frequency of operations in one year
1.	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2.	Making up of shoulders..	As and when required
3.	Maintenance of Bituminous surface road and/or gravel road / WBM road including filling pot holes and patch repairs etc.	As and when required
4.	Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not)	As and when required.
5.	5 Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting **once in every one and half years.**
6.	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	**Thermoplastic Paint** Maintenance as and when required. Repainting **once in every one & a half years.** **Ordinary Paint** Maintenance as and when required. Repainting **thrice in every years.**
7.	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly permitted by MCU / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.

2. General

2.1 Inspection of works during Defect Liability Period

2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of

inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those road sections, which are likely to be damaged during rainy season.

2.1.2 One register has to be maintained by every A.E.n for recording the inspection details of works in his jurisdiction under defect liability period.

2.2 **Conditions regarding Security Deposit**

2.2.1 Security for DLP

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

2.2.3 Forfeiture of SD

In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 5 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

2.2.3 Force Majeure

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

Performance Security / Security Deposit:

Performance Security shall be solicited from all successful Bidders except State Govt. Departments and undertakings, corporations, autonomous bodies, registered societies, cooperative societies which are owned or controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.

a. The amount of Performance Security shall be Five percent, of the amount of the Work order. The currency of Performance Security shall be Indian Rupees.

b. If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in the opinion of the Procuring Entity , the Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities , to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration , the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased (such increase shall be as per order of department of UDH Govt. of Rajasthan P 10 (147) UDH / 3 / 2008 / Dated 8-9-2010) at the expanse of the bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract.

Performance Security shall be furnished in one of the following forms as applicable-

a. Deposit through eGRAS; or

b. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or

c. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings Government of Rajasthan Instructions To Bidders Standard Bidding Document (Large Works) Single Stage-Two Envelope (Two Part) Bid 40 issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or

d. Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Clause 3.10 [Bid Security]; or
    a. Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
    b. The successful Bidder may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the Bill.

Performance Security furnished in the form of a document mentioned at options (ii) to (v) of Sub-Clause 8.2 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including operation and / or maintenance and defect liability period, if any.

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract at the rates of the lowest Bidder to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:-

a. when the Bidder does not execute the agreement [Signing of Contract] within the specified time, after issue of letter of acceptance / notification of award.
b. when the Bidder fails to commence the Works as per Work order within the time specified; or
c. when Bidders fails to complete Contracted Works satisfactorily within the time specified; or
d. when any terms and conditions of the contract is breached; or

e. to adjust any established dues against the Bidder from any other contract with the Procuring Entity; or
f. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act and Chapter VI of the Rules
g. Notice of reason able time will be given in case off or feature of Performance Security. The decision of the Procuring Entity in this regard shall be final.

For the work estimated cost exceeds Rs 10.00 Lacs the Performance Security shall be discharged by the Procuring Entity and returned to the Contractor not later than 60 days after the expiry of the defect liability/ contracted maintenance period following the date of satisfactory completion of the Contractor's performance obligations under the Contract, including any defect liability or maintenance obligations, unless specified otherwise in the SCC.

The Engineer-in-Charge shall not make a claim under the Performance security except for amounts to which the Procuring Entity is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract Agreement) in the event of:

a. Failure by the Contractor to extend the validity of the Performance security as described herein above, in which event the Engineer-in-charge may claim the full amount of the performance security.
b. Failure by the Contractor to pay the Procuring Entity any amount due, either as agreed by the Contractor or determined under any of the Sub-Clauses/conditions of the agreement, within 30 Days of the service of notice to this effect by Engineer-in-Charge
c. Failure by the Contractor to rectify any Defects as defined in the Defect liability Sub-Clause in the Contract Data to the satisfaction of the Engineer-in-Charge.

For the work estimated cost up to 10.00 Lacs the Procuring Entity shall return the Performance Security to the Contractor as below after completion of all obligations under the contract..

The Performance Security (if applicable) shall be refunded after the expiry of the period as prescribed below:

d. Ordinary repairs: 3 months after the completion of the work provided the final bill has been paid.
e. Original works/special repair works: Performance Security will be refunded six months within 30 days after the completion or expiry of one full rainy season or the defect liability period.
f. In case of supply after 3 months of completion after the expiry of defect liability period as defined in the special conditions of the agreement whichever is later provided the final bill has been paid.

COMPLIANCE WITH LABOUR REGULATIONS :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

(**a) Workmen Compensation Act 1923**:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(c) Employees P.F and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 12%/8.33%. The benefits payable under the Act are:

(i) Pension to family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker.

(iii) Payment of P. F accumulation on retirement/death etc.

d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to workmen/employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to-take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.

f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.

(g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act 1979,- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment's (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.

i) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:-

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upon the establishment and back, etc.

p) <u>Factories Act 1948:-</u> The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.

INSURANCE:

1 ***Insurance for Design***

The Contractor shall effect professional indemnity insurance, which shall insure the Contractor's liability by reason of professional negligence in the design of Works. Such insurance shall be for a limit of not less than the amount specified in the Appendix to Technical Proposal at Section 9.

The Contractor shall use his best endeavours to maintain such professional indemnity insurance in full force and effect throughout the periods of his liability, under the Contract and under the law of Country. The contractor undertakes to give the Employer reasonable notice in the event of such difficulty (if any) in extending, renewing or reinstating such insurance.

The Contractor shall insure the Contractor's design of works in the joint names of the Employer and Contractor against all loss or damage"

2 ***Insurance for Works and Contractor's Equipment***

The Contractor shall insure the Construction Documents, Plants, Materials and Works in the joint names of the Employer and the Contractor against all loss or damage. Such insurance shall be for a limit of not less than the full replacement cost (including profit) and shall also cover the costs of demolition and removal of debris. Such insurance shall be in such a manner that the Employer and the Contractor are covered from the first working date after the commencement date, until the date of issue of the Taking-Over Certificate for the Works. The Contractor shall extend such insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for the loss or damage occasioned by the Contractor in the course of any other operations.

The Contractor shall insure the Contractor's Equipment in the joint names of the Employer, the Contractor and Subcontractors, against all loss or damage. Such insurance shall be for a limit of not less than the full replacement value (including delivery to Site). Such insurance shall be in such a manner that each item of equipment is insured while it is being transported to the Site and throughout the period it is on or near the Site.

3 ***Insurance against Injury to Persons and Damage to Property***

The Contractor shall insure against liability to third parties, in the joint names of the Employer, the Contractor for any loss, damage, death or bodily injury which may occur to any physical property or to any person which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate. Such insurance shall be for a limit of not less than the amount specified in the Appendix to Technical Proposal at Section 8.

4 ***Insurance for Workers***

The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Subcontractor, in such a manner that the Employer and the Employer's Representative are indemnified under the policy of insurance. For a Subcontractor's employees, such insurance may be affected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

5 GENERAL REQUIREMENTS FOR INSURANCES

Each insurance policy shall be consistent with the general terms agreed in writing prior to the Effective Date, and such agreement shall take precedence over the provisions of this Clause.

The Contractor shall, within the respective periods stated in the Appendix to Tender (calculated from the Commencement Date), submit to the Employer:

(a) evidence that the insurances described in this Clause have been effected, and

(b) copies of the policies for the insurances described in Sub-Clauses 74.2 and 74.3.

When each premium has been paid, the Contractor shall submit copy receipts to the Employer. The Contractor shall also, when providing such evidence, policies and receipts to the Employer, notify the Employer's Representative of so doing.

The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage. Payments received from the insurers shall be used for the rectification of such loss or damage.

The Contractor (and, if appropriate, the Employer) shall comply with the conditions stipulated in each of the insurance policies. The Contractor shall make no material alteration to the term of any insurance without the prior approval of the Employer. If an insurer makes (or purports to make) any such alteration, the Contractor shall notify the Employer immediately.

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide satisfactory evidence, policies and receipts in accordance with this Sub-Clause, the Employer may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default, and pay the premiums due. Such payments shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due, or to become due, to the Contractor.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer accordingly.

SECTION- V

General conditions of Contract

General Conditions of contract means the Condition of Contract RPWA-100 (agreement Book)

agrment_for (Attach for Finanancial bid).PDF

SECTION- VI

Contract Forms

1. Letter of Acceptance

Letter of Acceptance
[on letterhead paper of the Procuring Entity]

No. Dated

To: . . . . . .name and address of the Contractor . . . . . .

Subject: . . . . . .Notification of Award Contract No. . . . . .

This is to notify you that your Bid dated . . . . date. . . . for execution of the . . .. name of the contract and identification number, as given in the Contract Data . . . . . for the Accepted Contract Amount of the equivalent of . . . . . .amount in numbers and words and name of currency . . . . . ., as corrected and modified in negotiations and in accordance with the Instructions to Bidders has been accepted by …. designation of the Procuring Entity ……..…….. The date of commencement and completion shall be: ……

You are requested to furnish the Performance Security as per the form detailed in Contract Forms for the same for an amount equivalent to Rupees …… within …… days of notification of award valid up to 60 days after the date of expiry of Defects Liability Period and sign the Contract, failing which action as stated in the Instructions to Bidders shall be taken.

Authorized Signature: .....

Name and Title of Signatory: .....

Designation: .....

2. Contract Agreement

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . . . ., ..., between . . . . . name of the Procuring Entity. . . . . (hereinafter "the Procuring Entity"), of the one part, and . . . . . name of the Contractor. . . . .(hereinafter "the Contractor"), of the other part:

WHEREAS the Procuring Entity desires that the Works known as . . . . . name of the Contract. . . . .should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees----------in the form of---------- The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
   a) the Letter of Acceptance;
   b) the Letter of Bid;
   c) the Addenda Number. . . . . insert addenda numbers if any. . . . .;
   d) the Special Conditions of Contract/ Contract Data;
   e) the General Conditions of Contract;
   f) the Specifications;
   g) the Drawings; and
   h) the completed Schedules.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein (and maintain the Works for a period of -------) in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein (and maintain the Works for a period of -------), the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

Signed by	Signed by……
for and on behalf of the Governor/ Procuring Entity	for and on behalf the Contractor
in the presence of	in the presence of
Witness, Name, Signature, Address, Date	Witness, Name, Signature, Address, Date

3 Performance Security

Performance Security

..... Bank's Name, and Address of Issuing Branch or Office ..... Beneficiary: ..... Name and Address of Procuring Entity ..... Date: .....Performance Guarantee No.: .....

We have been informed that ..... name of the Contractor.....(hereinafter called "the Contractor") has entered into Contract No. ..... Reference number of the Contract..... dated ..... with you, for the execution of .....name of contract and brief description of Works..... (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required. At the request of the Contractor, we . . . . . name of the Bank. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees* ……. . . . . amount in figures . . . . . (.Rupees…… . . . . amount in words. . . . .) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . Day of . . . . , ... and any demand for payment under it must be received by us at this office on or before that date.

. . . . . .

Seal of Bank and Signature(s)

Note: All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract

** Insert the date sixty days after the expected completion date.

The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

4. Performance Security Declaration

Form of Performance Security Declaration

Date: _____ [insert date (as day, month and year)]
Contract Name and No.: _____ [insert name and number of Contract]
To: [insert Designation and complete address of Procuring Entity]
We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract [insert name of subject matter of procurement] .

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed.] starting on the date that we receive a notification from you, the [Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed:_____
[insert signature of person whose name and capacity are shown]
In the capacity of: _____
[insert legal capacity of person signing the Performance Security Declaration]
Name: _____
[insert complete name of person signing the Performance Security Declaration]
Duly authorized to sign the Contract for and on behalf of: _____
[insert complete name of Bidder]
Dated on day of _, _ [insert date of signing]
Corporate Seal _____

5. Advance Payment Security

Advance Payment Security

Bank's Name, and Address of Issuing Branch or Office

Beneficiary: ..... Name and Address of Procuring Entity ..... Date: .....
Performance Guarantee No.: .....

In accordance with the payment provision included in the Contract, in relation to advance payments, _____ (hereinafter called "the Contractor") shall deposit with the Procuring Entity a Security consisting of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned _____, legally domiciled in _____ (hereinafter "the Guarantor"), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring Entity on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, in the amount not exceeding _____.

This Security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until.

Name: _____

In the capacity of: _____

Signed: _____

Duly authorised to sign the Security for and on behalf of:

Date: _____

Bank's Seal: _____

SIGNATURE OF CONTRACTOR

Executive Engineer
Municipal Corporation Udaipur

BANK CERTIFICATE

Name of the Bank with Branch address ……

Date

This is to certify that M/s …… is a reputed firm/ company with a good financial standing.

If the contract for the work, namely…… is awarded to the above firm, we shall be able to provide overdraft/ credit facilities to the extent of Rupees …….. to meet their working capital requirements for executing the above contract during the contract period.

Signature _____

Name _____

In the capacity of _____

Telephone No._____ Fax No._____ E-mail_____

Seal of the Bank_____

NAME OF WORK :

CERTIFICATE FOR CORRECTNESS OF 'G' SCHEDULE

Certified that I / we have checked 'G' Schedule of above work as per **RUIDP SOR** **effective from .....** with all subsequent corrigendum.

Executive Engineer
Municipal Corporation Udaipur