

UDAIPUR SMART CITY LIMITED UDAIPUR

Bidding Document

Conservation & Development Works of Heritage façade, Lighting & Signage's for Historic Bazaars in the Walled City, Udaipur under package for Udaipur Smart City Project Phase-I

Bidding Document

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UDAIPUR SMART CITY LIMITED

Municipal Corporation, Udaipur, Town Hall, Udaipur

Tel: 0294-2421255 ; Fax: 0294-2421255

Website: www.udaipursmartcity.in, E-mail: mc_udaipur@rediffmail.com

Notice Inviting Tender

NITNo:1/2016-17

Udaipur Smart City Limited invites online unconditional tenders under Single Stage two envelope system are invited through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders as per criteria mentioned in bid document, for following works-

S. No.	Name of Work	Estimated Cost (Rs. in Lacs)	Bid Security (Rs. in Lacs)	Period of completion	Publish date & Start date of downloading of Bid documents	Pre-bid meeting	Last date of submission of on-line bids	Last date & time of submission of depositing documents in hard copy as stated under	Date of opening of technical bids
1	Conservation & Development Works of Heritage façade, Lighting & Signage's for Historic Bazaars in the Walled City, Udaipur under package for Udaipur Smart City Project Phase-I	658.53	13.17	18 months	18.04.16	10.05.16	26.05.16	26.05.16	27.05.16

1. Detailed NIT & Bid Documents can be seen at the websites sppp.raj.nic.in & <http://eproc.rajasthan.gov.in> and may be downloaded free of cost from <http://eproc.rajasthan.gov.in>.
2. Any subsequent addendum/corrigendum shall be published only at the websites sppp.raj.nic.in & <http://eproc.rajasthan.gov.in>

Chief Executive Officer
Udaipur Smart City Limited

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DETAILED NOTICE INVITING BID

(NIB) NIT No:1 / 2016-17

Udaipur Smart City Limited invites online unconditional tenders under Single Stage two envelope system are invited through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders as per criteria mentioned in bid document, for **Conservation & Development Works of Heritage façade, Lighting & Signage's for Historic Bazaars in the Walled City, Udaipur under package for Udaipur Smart City Project Phase-I**

Name & Address of the Procuring Entity	Name: Sidharth Sihag (IAS), CEO, USCL Address: Municipal Corporation Udaipur, Town Hall, Udaipur - 313001
Subject Matter of Procurement	Conservation & Development Works of Heritage façade, Lighting & Signage's for Historic Bazaars in the Walled City, Udaipur under package for Udaipur Smart City Project Phase-I
Bid Procedure	Single-stage: Two Part (envelope) open competitive eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost based selection
Eligibility Criteria	As detailed in bid documents
Websites for downloading Bidding Document	sppp.rajasthan.gov.in eproc.rajasthan.gov.in
Fees	Bidding document fee (Non-Refundable): Rs. 20,000/- (Rupees Twenty Thousand only) in Cash/Demand Draft drawn on any Scheduled/ Commercial Bank in favour of "Chief Executive Officer, Udaipur Smart City Limited" payable at "Udaipur". Tender Processing Fee (Non- Refundable): Rs. 1000 (Rupees One Thousand only) in Demand Draft drawn on any Scheduled/ Commercial Bank in favour of "Managing Director, RISL" payable at "Jaipur"
Estimated Procurement Cost	Rupees Six Crores Fifty Eight Lacs Fifty Three Thousands (INR 6,58,53,000)

Bid Security and Mode of Payment	Amount: INR 13,17,000/- Mode of Payment: Banker's Cheque/Demand Draft drawn on any Scheduled Commercial Bank or Bank Guarantee as per Bid document or deposited through RTGS/ NEFT in the account of Smart City Udaipur having account no. 004994600000301 with YES Bank, Ground & First floor, "Goverdhan Plaza" 29 N.N. Acharya Marg, Udaipur branch (IFSC code YESB0000049)
Period of on-line availability of Bidding Documents (Start/End Date)	From : 18.04.2016, 11.00 AM Onwards till 04:00 PM of 26.05.2016
Pre-bid Meeting	Date/ Time: 10.05.16 at 03:00 PM Place: Meeting Hall, Municipal Corporation Udaipur
Manner, End Date for submission of Bids	Manner: Online at eProc website (http://eproc.rajasthan.gov.in) End Date: 26.05.16 (up to 04:00 P.M.)
Submission of original Banker's Cheque/ Demand Draft for Bid Document cost, Bid Security, Bid Processing Fee & other documents listed herein after	26.05.2016 till 03:00 PM
Date & Time of Technical Bid Opening	Date: 27.05.2016 Time: 04:00 PM
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	180 days from the bid submission deadline

Note:

- 1) Bidders (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD / Banker's Cheques / BG (if applicable) for RFP Document Fees, RISL Processing Fees and Bid Security should be submitted physically in original at the office of Municipal Corporation Udaipur by time and date mentioned above as prescribed in bid document or deposited through RTGS/ NEFT in the account of Smart City Udaipur having account no. 004994600000301 with YES Bank, Ground & First floor, "Goverdhan Plaza" 29 N.N. Acharya Marg, Udaipur branch (IFSC code YESB0000049) and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) In addition to above, the following original documents should also be submitted physically in the USCL, Udaipur office by time and date mentioned above and scanned copies of same should also be uploaded along with the technical Bid/ cover:
 - i. Letter of Technical Bid

- ii. Power of Attorney for appointing authorized representative
 - iii. Joint Venture Agreement (if applicable)
 - iv. Proof of Registration in AA class as required
- 3) Any subsequent addendum/corrigendum shall be published only at the websites sppp.raj.nic.in & <http://eproc.rajasthan.gov.in> and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
 - 4) Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder.
 - 5) Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
 - 6) All the prospective bidders are encouraged to participate in the pre-bid meeting and it is advised that the work sites are visited and bid documents are studied thoroughly.
 - 7) The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.
 - 8) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
 - 9) No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.
 - 10) The provisions of RTPP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.

**Chief Executive Officer
Udaipur Smart City Limited**

INSTRUCTION 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.

1. General			
1.1	Scope of Bid	1.1.1	In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), the Procuring Entity as indicated in the BDS, issues this Bidding Document for the procurement of works as named in the BDS and as specified, Procuring Entity's Requirements.
1.2	Interpretation	1.2.1	Throughout this Bidding Document: the term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt. if the context so requires, singular means plural and vice versa; and “Day” means calendar day
1.3	Code of Integrity	1.3.1	Any person participating in the 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.

		1.3.2	<p>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.</p> <p>A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> i. have controlling partners/ share holders in common; or ii. receive or have received any direct or in direct subsidy from any of them ;or iii. have the same legal representative for purposes of this Bid; or iv. 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 this bidding process; or v. the Bidder participates in more than one Bid in this 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 vi. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Bid; or vii. the Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/ consultant for the Contract.
		1.3.3	<p>The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.</p>
		1.3.4	<p>Breach of Code of Integrity by the Bidder:- Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.</p>

1.4	Eligible Bidders	1.4.1	<p>A Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association:-</p> <p>all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture, Consortium or Association during the Bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/firm or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement.</p>
		1.4.2	<p>A Bidder, and all parties constituting the Bidder, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association [where permitted], the nationality of the Bidder and all parties constituting the Bidder shall be of India or an eligible country declared as such by Government of India. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country. This criterion shall also apply to the determination of the nationality of proposed Sub-Contractors or suppliers for any part of the Contract including related services.</p>
		1.4.3	<p>A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.</p>
		1.4.4	<p>A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by any Procuring Entity, if debarred by the State Government; and a Procuring Entity, if debarred by such Procuring Entity.</p>
		1.4.5	<p>The Bidder must be a registered Contractor in appropriate class with the Department/ Organization. He shall furnish necessary proof for the same.</p>

		1.4.6	<p>i Any change in the constitution of the firm, etc., shall be notified forth with by the Bidder in writing to the Procuring Entity and such change shall not relieve any former partner/ member of the firm, etc from any liability under the Contract.</p> <p>ii No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</p> <p>iii The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. New major stake holder must agree to abide by all terms and conditions of the Contract.</p>
		1.4.7	Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.
		1.4.8	In case a prequalification or empanelment or registration process has been conducted prior to the bidding process, this bidding shall be open only to the pre-qualified, empanelled or registered Bidders.
		1.4.9	Each Bidder shall submit only one Bid except in case of alternative bids, if permitted.
		1.4.10	<p>Bidder who is not registered under the Sales Tax Act prevalent in the State of Rajasthan can bid, however selected bidder shall have to be got registered with the Sales Tax department of the state government and submit the proof of registration before signing the Contract agreement.</p> <p>He is also required to provide proof of Permanent Account Number (PAN) given by Income Tax Department.</p>
2. Contents of Bidding Document			
2.1	Sections of the Bidding Document	2.1.1	<p>The Bidding Document consists of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document].</p> <p>Part I: Bidding Procedures Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Evaluation and Qualification Criteria Section IV. Bidding Forms</p> <p>Part II: Requirements Section V. Procuring Entity's Requirements.</p> <p>Part III: Contract Section VI A. General Conditions of Contract [GCC] Section VI B. Special Conditions of Contract [SCC] Section VI C. Contract Forms</p>
		2.1.2	The Invitation for Bids (NIB) issued by the Procuring Entity is also part of the Bidding Document.

		2.1.3	i. The Bidding Document shall be uploaded on the e-procurement portal, eproc.raj.nic.in along with the Notice Inviting Bids. The complete Bidding Document shall also be placed on the State Public Procurement Portal, sppp.raj.nic.in. The prospective Bidders may download the bidding document from these portals. The price of the Bidding Document and processing fee of e-bid shall have to be paid to the Procuring Entity in the amount and manner as specified in Bid Data Sheet and e-procurement portal.
		2.1.4	The Procuring Entity is not responsible for the Completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the e-procurement portal or the State Public Procurement Portal.
		2.1.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.
2.2	Clarification of Bidding Document and Pre-Bid Conference	2.2.1	The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc. of the Works and Related Services to be provided. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing or e-mail at the Procuring Entity's address indicated in the BDS. The Procuring Entity will respond in writing or e-mail to any request for clarification, within seven days provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids as specified in ITB Sub-Clause 4.2.1[Deadline for Submission of Bids]. The clarification issued, including a description of the inquiry but without identifying its source shall also be placed on the State Public Procurement Portal and should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 2.3 [Amendment of Bidding Document] through an addendum which shall form part of the Bidding Document..
		2.2.2	The Bidder or his authorized representative is invited to attend the Pre- Bid Conference, if provided for in the BDS. The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage. If required, a conducted site visit may be arranged by the Procuring Entity.
		2.2.3	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the date of Pre-Bid Conference.
		2.2.4	Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted

			promptly to all Bidders who attended the Pre-Bid Conference and shall also be placed on the State Public Procurement Portal and the e-procurement portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the Pre-Bid Conference.
		2.2.5	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.
		2.2.6	Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
2.3	Amendment of Bidding Document	2.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and the e-procurement portal.
		2.3.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due publication on the State Public Procurement Portal and the e-procurement portal and newspapers.
3. Preparation of Bids			
3.1	Cost of Bidding	3.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		3.1.2	The Bidder shall furnish the scanned attested copies of following documents with its Bid:- <ul style="list-style-type: none"> i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/submitting the Bid, authorizing him to represent all partners of the firm. ii. VAT/ Sales Tax registration certificate and VAT/Sales Tax clearance certificate from the concerned Commercial Taxes Officer and Permanent Account Number (PAN) given by the Income Tax Department. iii. Address of residence and office, telephone numbers e-mail address in case of sole Proprietorship. iv. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid. v. Where permitted to bid as Joint Venture, Consortium or Association, letter of formal intent to enter in to an agreement or an existing

			agreement in the form of a Joint Venture, Consortium or Association.
3.2	Language of Bid	3.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English/ Hindi or a language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi or the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
3.3	Documents Comprising the Bid	3.3.1	The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal. One more cover containing scanned copies of proof of payment in form specified in Bid Data Sheet, of the price of Bidding Document, processing fee and Bid Security/ Bid Securing Declaration shall be enclosed separately.
		3.3.2	The Technical Bid/ Proposal shall contain the following : i. Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms]; ii. proof of payment of price of Bidding Document, processing fee, Bid Security, in accordance with ITB Clause 3.10; iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11; iv. documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder's eligibility to bid; v. documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; vi. Drawings/ designs in support of the Works to be executed; vii. the Notice Inviting Bids; viii. any other document required in the BDS; and ix. others considered necessary to strengthen the Bid submitted.
		3.3.3	The Financial Bid/ Price Proposal shall contain the following : Financial Bid/ Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.5; Any other document required in the BDS.
3.4	Bid Submission Sheets and Price Schedules	3.4.1	The Bidder shall submit the Technical Bid and Financial Bid using the Bid Submission Sheets provided in Section IV [Bidding Forms]. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

		3.4.2	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Works, using the forms provided in Section IV [Bidding Forms].
3.5	Bid Prices	3.5.1	<p>i. In case of Item Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Procuring Entity but will have to be executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.</p> <p>ii. In case of Percentage Rate Contracts, combined single percentage above or below must be quoted by the Bidder for all items of the Bill of Quantities.</p> <p>iii. In case of Lump Sum Contracts, only Total Price which the Bidder wants to charge for the entire Works with all its contingencies in accordance with drawings and specifications shall be quoted by the Bidder. A Schedule of Rates shall be specified in the Bid Data Sheet in order to regulate the amount to be added to or deducted from the fixed sum on account of additions and alterations not covered by the Contract. Payments shall be linked to various stages of completion of the Works specified in Activity Schedule given in Bid Data Sheet.</p>
		3.5.2	Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 5.7 [Responsiveness of Bids]. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
		3.5.3	All duties, taxes and other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates and prices, and the total Bid Price submitted by the Bidder.
3.6	Currencies of Bid.	3.6.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS. All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.
3.7	Documents Establishing the Eligibility of the Bidder	3.7.1	To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall: complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV [Bidding Forms]; if the Bidder is an existing or intended Joint Venture [JV], Consortium or Association in accordance with ITB Sub-Clause 1.4.1, shall submit a copy of the Agreement, or a letter of intent to enter into such Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, Consortium or Association as appropriate; and the existing or

			intended JV shall authorize an individual/ partner in one of the firms as lead partner of the JV to act and commit all the partners of JV for the Bid.
3.8	Documents Establishing the Qualifications of the Bidder	3.8.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the documentary evidence indicated for each qualification criteria specified in Section III, [Evaluation and Qualification Criteria].
3.9	Period of Validity of Bids	3.9.1	Bids shall remain valid for 90 days or the period specified in the BDS 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.
		3.9.2	In 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. The Bid Security or a Bid Securing Declaration in accordance with ITB Clause 3.10 [Bid Security] shall also be got extended for thirty days beyond the dead line of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security or a Bid Securing Declaration. A Bidder granting the request shall not be permitted to modify its Bid.
3.10	Bid Security	3.10.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security for the amount specified in the BDS.
		3.10.2	Bid Security shall be 2% of the value of the Works indicated in the NIB. For bidders registered with the Procuring Entity, the bid security shall be 0.5% of the value of works indicated in the NIB. The bid security shall be in Indian Rupees, if not otherwise specified in the BDS.
		3.10.3	The Bid Security may be given in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format, or deposited through eGRAS/ net banking, if permitted.
		3.10.4	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].
		3.10.5	Scanned copy of Bid Security instrument or a Bid Securing Declaration shall 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.
		3.10.6	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.

		3.10.7	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.
		3.10.8	Prior to submitting its Bid, 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 3.10.3. The Procuring Entity shall respond promptly to such a request.
		3.10.9	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.
		3.10.10	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].
		3.10.11	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; or ii. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] after issue of letter of acceptance/ placement of Work order within the specified time 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 in the Act and Chapter VI of the Rules or as specified in ITB Clause 1.3 [Code of Integrity]; 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].

		3.10.12	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.
		3.10.13	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 for presenting Bids, unless the Bidding Document stipulates that no such withdrawal is permitted.
		3.10.14	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.
3.11	Format and Signing of Bid	3.11.1	All pages of the Technical and Financial Bid shall be digitally signed by the Bidder or authorised signatory on behalf of the Bidder. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. In case of a Joint Venture, Consortium or Association, if the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, all the members of the proposed Joint Venture, Consortium or Association shall digitally sign the Bid.
4. Submission and Opening of Bids			
4.1	Sealing and Marking of Bids	4.1.1	Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, eproc.raj.nic.in. In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal.
		4.1.2	The Bidder shall enclose the Technical Bid and the Financial Bid in separate covers. The proof of payment of price of Bidding Document, processing fee and Bid Security shall be enclosed in third cover. The price of Bidding Document and Bid Security shall be paid in the name of the Procuring Entity and the processing fee shall be paid in the name of RISL.
4.2	Deadline for Submission of Bids	4.2.1	Bids shall be submitted electronically only upto the time and date specified in the Notice Inviting Bids and BDS or an extension issued thereof.

4.3	Withdrawal, Substitution and Modification of Bids	4.3.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. Notice on the e-procurement portal, duly digitally signed by the Bidder or his authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 3.11.1 [Format and Signing of Bid]. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be received by the Procuring Entity on the e-procurement portal prior to the deadline specified for submission of Bids in accordance with ITB Sub-Clause 4.2. [Deadline for Submission of Bids].
		4.3.2	No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.9.[Period of Validity of Bids] or any extension thereof.
4.4	Bid Opening	4.4.1	The electronic Technical Bids shall be opened by the Bids opening committee constituted by the Procuring Entity at the time, date and place specified in the Bid Data Sheet in the presence of the Bidders or their authorized representatives, who choose to be present.
		4.4.2	The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
		4.4.3	The Bidders may choose to witness the electronic Bid opening procedure online.
		4.4.4	The Financial Bids shall be kept unopened until the time of opening of the Financial Bids. The date, time, and location of electronic opening of the Financial Bids shall be intimated to the bidders who are found qualified by the Procuring Entity in evaluation of their Technical Bids.
		4.4.5	The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.
		4.4.6	First, covers marked as "WITHDRAWAL" shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids and Financial Bids shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding Technical Bid shall be opened.

			<p>Next, covers marked as "SUBSTITUTION Technical Bid" shall be opened, read out, recorded. The covers containing the Substitution Technical Bids and/ or Substitution Financial Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bids shall be opened, read out, and recorded. Substitution Financial Bids will remain unopened in accordance with ITB Sub-Clause 4.4.4. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at Bid opening.</p> <p>Covers marked as "MODIFICATION Technical Bid" shall be opened thereafter, read out and recorded with the corresponding Technical Bids. No Technical Bid and/ or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 4.4.4.</p>
		4.4.7	<p>All other covers containing the Technical Bids shall be opened one at a time and the following read out and recorded-</p> <ol style="list-style-type: none"> i. the name of the Bidder; ii. whether there is a modification or substitution; iii. whether proof of payment of Bid Security or Bid Securing Declaration, if required, payment of price of the Bidding Document and processing fee have been enclosed; iv. any other details as the Bids opening committee may consider appropriate. <p>After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page and other important papers of each Bid by the members of the Bids opening committee.</p>
		4.4.8	<p>Only Technical Bids shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.</p>
		4.4.9	<p>The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security. The Bidders or their</p>

			representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.
		4.4.10	After completion of the evaluation of the Technical Bids, the Procuring Entity shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the electronic opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be intimated in writing by the Procuring Entity. Bidders shall be given reasonable notice of the opening of Financial Bids.
		4.4.11	The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document.
		4.4.12	The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Procuring Entity.
		4.4.13	<p>All covers containing the Financial Bids shall be opened one at a time and the following read out and recorded-</p> <ul style="list-style-type: none"> i. the name of the Bidder; ii. whether there is a modification or substitution; iii. the Bid Prices; iv. any other details as the Bids opening committee may consider appropriate. <p>After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the committee. Key information such as prices, completion period, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids opening committee.</p>
		4.4.14	The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price, any conditions, any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.

5. Evaluation and Comparison of Bids			
5.1	Confidentiality	5.1.1	Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		5.1.2	Any attempt by a Bidder to influence the Procuring Entity in its examination of qualification, evaluation, comparison of the Bids or Contract award decisions may resulting in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
		5.1.3	Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it shall do so in writing.
		5.1.4	In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
5.2	Clarification of Technical or Financial Bids	5.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
		5.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		5.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		5.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
5.3	Deviations, Reservations and Omissions in Technical or Financial Bids	5.3.1	During the evaluation of Technical or Financial Bids, the following definitions apply: i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

5.4	Nonmaterial Non conformities in Technical or Financial Bids	5.4.1	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformities (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.
		5.4.2	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		5.4.3	* Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity will rectify nonmaterial nonconformities or omissions (with recorded reasons). To this effect, the Bid Price shall be adjusted during evaluation of Financial Proposals for comparison purposes only, to reflect the price of the missing or non- conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria. * [This ITB Sub-Clause should be kept only when considered necessary]
5.5	Correction of Arithmetical Errors in Financial Bid	5.5.1	Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis: i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
		5.5.2	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.
5.6	Preliminary Examination of Technical or Financial Bids	5.6.1	The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted.

		5.6.2	<p>The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided :</p> <ul style="list-style-type: none"> i. Bid is signed, as per the requirements listed in the Bidding documents; ii. Bid has been sealed as per instructions provided in the Bidding documents; iii. Bid is valid for the period, specified in the Bidding documents; iv. Bid is accompanied by Bid Security or Bid securing declaration; v. Bid is unconditional and the Bidder has agreed to give the required performance Security; vi. Price Schedules in the Financial Bids are in accordance with ITB Clause 3.4 [Bid Submission Sheets and Price Schedules]; vii. written confirmation of authorization to commit the Bidder; viii. Declaration by the Bidder in compliance of Section 7 and 11 of the Act; and ix. other conditions, as specified in the Bidding Document are fulfilled.
5.7	Responsiveness of Technical or Financial Bids	5.7.1	The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in ITB Sub-Clause 3.3 [Documents Comprising the Bid].
		5.7.2	<p>A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) if accepted, would- <ul style="list-style-type: none"> i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or ii. limits in any substantial way, inconsistent with the Bidding Document ,the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

		5.7.3	The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V, Procuring Entity's Requirements have been met without any material deviation, reservation, or omission.
		5.7.4	If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
5.8	Examination of Terms and Conditions of the Technical or Financial Bids	5.8.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
		5.8.2	The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and to confirm that all requirements specified in Section V [Procuring Entity's Requirements] of the Bidding Document and all amendments or changes requested by the Procuring Entity in accordance with ITB Clause 2.3 [Amendment of Bidding Document] have been met without any material deviation or reservation.
5.9	Evaluation of Qualification of Bidders in Technical Bids	5.9.1	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 3.8 [Documents Establishing the Qualifications of the Bidder] and in accordance with the qualification criteria indicated in Section III [Evaluation and Qualification Criteria]. Factors not included in Section III, shall not be used in the evaluation of the Bidder's qualification.
5.10	Evaluation of Financial Bids	5.10.1	The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive
		5.10.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
		5.10.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: <ul style="list-style-type: none"> i. the Bid Price quoted in the Financial Bid; ii. price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5 [Correction of Arithmetical Errors]; iii. adjustment of bid prices due to rectification of nonmaterial nonconformities or omissions in accordance with ITB Sub Clause 5.4.3 [Nonmaterial Nonconformities in Bids], if applicable.

		5.10.4	If the Bid, which results in the lowest evaluated Bid Price, is considered to be seriously unbalanced, or front loaded, in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the construction methods and schedule proposed. After evaluation of the rate analysis, taking into consideration, the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the Performance security be increased at the cost 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.
5.11	Comparison of Bids	5.11.1	The Procuring Entity shall compare all substantially responsive Financial Bids to determine the lowest-evaluated Financial Bid in accordance with ITB Sub-Clause 5.10 [Evaluation of Financial Bids].
5.12	Negotiations	5.12.1	To the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
		5.12.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.
		5.12.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		5.12.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		5.12.5	Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
		5.12.6	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.
		5.12.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
5.13	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	5.13.1	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.
6. Award of Contract			
6.1	Procuring Entity's Right to Vary Quantities	6.1.1	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 Bidding Document.
		6.1.2	Order for additional quantity of an item of the Works up to 50 percent of the original quantity of that item in the Bill of Quantities and for extra items not provided for in the Bill of Quantities may be given but the amount of the additional quantities and extra items, taken together, shall not exceed 50 percent of the Contract Price.
6.2	Acceptance of the successful Bid and award of contract	6.2.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		6.2.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required specifications.
		6.2.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		6.2.4	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in the Bidding Document if the Bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the Bidders in the Bidding Document for the subject matter of procurement.
		6.2.5	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
		6.2.6	If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Bidder given in the Bidding Document.

6.3	Signing of Contract	6.3.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be requested to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the Performance Security or a Performance Security Declaration, if applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. In case the successful bidder is a JV still to be legally constituted, all parties to the JV shall sign the Agreement.
		6.3.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder / execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		6.3.3	The Bid Security, if any, of the Bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
6.4	Performance Security	6.4.1	Performance Security shall be solicited from the successful Bidder except State Govt. Departments and undertakings, corporations, autonomous bodies, registered societies, co-operative 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.
		6.4.2	(i) The amount of Performance Security shall be ten percent, or as specified in the BDS, of the amount of the Work Order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS. (ii) 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 (to a maximum of 20% of the bid value of such items) at the expense 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.

		6.4.3	<p>Performance Security shall be furnished in one of the following forms as applicable-</p> <p>(a) Deposit through eGRAS; or</p> <p>(b) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</p> <p>(c) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings 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</p> <p>(d) Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Sub-Clause 3.10 [Bid Security]; or</p> <p>(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.</p> <p>(f) The successful Bidder at the time of signing of the Contract agreement, may submit option for deduction of Performance Security from his each running and final bill @ 10% of the amount of the bill.</p>
		6.4.4	<p>Performance Security furnished in the form of a document mentioned at options (a) to (e) of Sub-Clause 6.4.3 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.</p>
		6.4.5	<p>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 either cancel the procurement process or if deemed appropriate, 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.</p>
		6.4.6	<p>Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:-</p> <p>i. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] within the specified time; after issue of letter of acceptance; or</p>

			<ul style="list-style-type: none"> ii. when the Bidder fails to commence the Works as per Work order within the time specified; or iii. when the Bidder fails to complete Contracted Works satisfactorily within the time specified; or iv. when any terms and conditions of the contract is breached; or v. to adjust any established dues against the Bidder from any other contract with the Procuring Entity; or vi. if the Bidder breaches any provision of the Code of Integrity prescribed for the Bidders specified in the Act, Chapter VI of the Rules and this Bidding Document. vii. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.
7. Redressal of Grievances during Procurement Process (Appeals)			
7	Grievance handling procedure during procurement process	7.1	Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITB.

Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(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 or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days or such other period as may be specified in the pre-qualification documents, Bidder registration documents or Bidding documents, as the case may be, 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 in terms of section 27 of the Act, 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 Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.

(2) 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.

(3) Form of Appeal.-

- a) An appeal under sub-section (1) or (4) of section 38 shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(4) 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 payable in the name of Appellate Authority concerned.

(5) Procedure for disposal of appeals.-

- 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 be placed on the State Public Procurement Portal.

Annexure

FORM No. 1

[See rule 83]

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

Appeal Noof

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):

(1).

(2).

(3).

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

SECTION II - BIDDING DATA

The following specific data for the works shall complement, amend, or supplement the provisions in Instructions to Bidders – Section I. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS CLAUSE REFERENCE

A. Introduction

ITB. 1.1.1	<p>The Number of the Invitation for Bids (NIT) is E 1 / 2016-17</p> <p>The Procuring Entity is : Udaipur Smart City Limited Representative of the Procuring Entity: CEO, USCL</p> <p>Name of the works :Conservation & Development Works of Heritage façade, Lighting & Signage's for Historic Bazaars in the Walled City, Udaipur under package for Udaipur Smart City Project Phase-I (Detailed Scope of work has been defined in Section 5.)</p>
1.1.2	<p>Period of Completion:</p> <p>The Physical Works shall be completed in its entirety within Eighteen (18) 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. The defect liability period of 3 years shall commence after completion project Works.</p>
1.1.3	<p>Estimated Cost of work is as under: Rs 658.53 Lacs</p>

	The type of Contract is combination of percentage rate (Schedule G) and Item rate (H- Schedule) for civil & electrical works and on Lump Sum basis for Toilet & Drinking Water Facilities (if any)
ITB 1.4.1	Joint Ventures are permitted comprising not more than two 2 (two) firms/companies. The minimum equity under JV of lead firm should be 51% and that of other firm should 25%.
ITB 1.4.2	“Bidders of any Nationality” are permissible.
ITB 1.4.5	The Bidder / both partners of JV must be registered Contractor in AA class of the department / organization of any State Govt./ Central Govt. / PSU / Govt Autonomous Body / Govt. Undertaking of any country.
ITB 1.4.8	The bidding process is open to bidders who fulfill the prescribed eligibility criteria.
ITB 1.4.9	Each bidder shall upload on-line / submit only one bid for one work. A bidder who submits or participates in more than one bid for the particular Works will be disqualified.

B. Bidding Documents

ITB 2.1.3	<p>This is an “on-line tender”. Therefore, tender documents in physical form shall not be available for sale but can be downloaded from the website and pay cost (Rs 20000/_) while submitting the filled-up Bidding document to the Procuring Entity along with the processing fee of Rs 1000/_ separately in favour of RISL, Jaipur</p> <p>The bidder should submit, by date & time specified in bid document, in original, hard copies of – (i) cost of bid document as Rs. 20,000/- for each work in the form of DD/Banker’s Cheque of a scheduled bank in India or eGRAS in the name of Chief Executive Officer, USCL, payable at Udaipur, (ii) Bid processing fee of Rs. 1,000/- for each work in the form of DD in the name of Managing Director, RISL, Jaipur payable at Jaipur, (iii) Bid Security as per RTPP (iv) Letter of Technical Bid, (v) Power of Attorney and (vi) Joint Venture Agreement, if applicable. The bidder should upload scanned copies of these documents on e-procurement web-site along with their technical bids.</p>
ITB 2.2.1	<p>For Clarification purposes only, the Procuring Entity’s address is :</p> <p>CHIEF EXECUTIVE OFFICER, USCL MUNICIPAL CORPORATION UDAIPUR, TOWN HALL, UDAIPUR - 313001. EMAIL: mc_udaipur@rediffmail.com FAX: 0294-2421255; Contact Person: Arun Vyas(SE): (M) 91- 9414134012 and Manish Arora(EE): 91-9782177161</p>
ITB 2.2.2	<p>A Pre-Bid conference will take place at the MEETING HALL of MUNICIPAL CORPORATION UDAIPUR, TOWN HALL, UDAIPUR on (Date) 10.05.2016 at (Time) 3:00 PM.</p> <p>No Site visit shall be organized by the procuring entity, however, bidder is advised to visit the site at his own expenses and if any support is required, shall be provided by the SE/EE of the ULB.</p>
ITB 2.2.3	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity

	preferably not later than one week before the Pre- Bid Conference. However, Department may also consider questions / queries raised in writing only, during the pre-bid conference.
ITB 2.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and http://eproc.rajasthan.gov.in
ITB 2.3.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due intimation to the Bidders by uploading it on the State Public Procurement Portal and its e-procurement portal

C. Preparation of Bids

ITB 3.2.1	The language of the bid shall be: English
ITB 3.3.1	The on-line Bid shall comprise of two parts submitted simultaneously, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal.
ITB 3.3.2	The Bidder shall submit the forms, declarations and documents, as specified in section IV of Bid Document, with the Technical Bid:
ITB 3.3.3	The Bidder shall upload the following documents with its Financial Bid: <ul style="list-style-type: none"> a) Financial Proposal Submission Sheet b) Preamble to BoQ c) And other details as mentioned in Sec 4 of Vol-01
ITB 3.5.1	

ITB 3.5.2	The Prices quoted by the Bidder shall be fixed. Provision of Price escalation shall be as per Conditions of Contract.
ITB 3.5.3	All variations in taxes and duties shall be borne by the contractor.
ITB 3.9.1	The Bid validity period shall be 180 (One hundred and eighty days) days from deadline for submission of bids.
ITB 3.10.2	Add following: Bid security shall be 2.0 % of value of work indicated in NIB for all bidders.
ITB 3.10.3	A Bid Security of Rs. 13.17 Lacs (Rupees Eighteen lacs Fifty Thousand only) (2% of the value of the works indicated in the NIB) shall be provided as a part of the bid in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format which shall remain valid for a period of 30 (thirty) days beyond the validity of the bid or deposited through RTGS/ NEFT in the account of Smart City Udaipur having account no. 004994600000301 with YES Bank, Ground & First floor, "Goverdhan Plaza" 29 N.N. Acharya Marg, Udaipur branch (IFSC code YESB0000049)
ITB 3.11.1	Only Digital signed copy shall be submitted through e-procurement website.
ITB 3.11.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney

D. Submission and Opening of Bids

ITB 4.1.1	<p>For bid submission purposes only, the Procuring Entity's address is : CHIEF EXECUTIVE OFFICER, USCL MUNICIPAL CORPORATION UDAIPUR, TOWN HALL, UDAIPUR – 313001 EMAIL: mc_udaipur@rediffmail.com FAX: 0294-2421255;</p> <p>Bidders shall submit their Bids electronically only.</p> <p>The Bidders shall submit the Bid online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Bidder as per the terms of the tender. The Bidder shall be responsible for documents accuracy and correctness as per the version uploaded by the Procuring Entity and shall ensure that there are no changes caused in the content of the downloaded document. The bidder shall follow the following instructions for online submission:</p> <ul style="list-style-type: none"> • Bidder who wants to participate in bidding will have to procure digital certificate as per IT Act to sign their electronic bids. Offers which are not digitally signed will not be accepted. Bidder shall submit their offer in electronic format on above mentioned website after digitally signing the same. • Cost of bid document is Rs.20000/- per tender should be deposited by Non Refundable Demand Draft drawn in favor of chief Executive officer, USCL Udaipur payable at Udaipur, whereas the Processing fee Rs. 1000/- should be deposited by Non Refundable Demand Draft drawn in favour of MD, RISL, Jaipur payable at Jaipur. Original documents along with above mentioned fees and other documents as per bid conditions, has to be deposited up to 3.00 PM on 26.05.2016 before opening of technical bid. • The Procuring Entity will not be responsible for any mistake occurred at the time of uploading of bid or thereafter. • If holiday is declared on submission & opening date of tender the scheduled activity will take place on next working day.
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ITB 4.1.2, 4.1.3, 4.1.4	Bids are required to be submitted in Electronic Format, it shall be submitted on the e-procurement portal : http://eproc.rajathan.gov.in
ITB 4.2.1	The Deadline for electronic Bid submission is
	Date: 26.05.2016 Time: 4:00 PM.
ITB 4.5.1	The on-line Bid opening shall take place at: CHIEF EXECUTIVE OFFICER, USCL MUNICIPAL CORPORATION UDAIPUR, TOWN HALL, UDAIPUR - 313001. EMAIL: mc_udaipur@rediffmail.com FAX: 0294-2421255 The tendering process shall be conducted on-line only; DD/BC tender fee, processing fee and Bid Security shall be submitted physically up to deadline described in tender document.
4.5.5	
ITB 4.5.14, 4.5.15	The Procuring Entity will open the Financial proposal as per e-tendering procedure.

E. Award of Contract

ITB 6.3.1	The period within which the Performance Security is to be submitted by the successful Bidder and the Contract Agreement is to be signed by him from the date of issue of Letter of Acceptance is 15 Days.
ITB 6.3.3	The procuring entity shall promptly return the bid security after the earliest of the following events, namely: <ol style="list-style-type: none"> 1. The expiry of validity of bid security 2. The execution of agreement for procurement and performance security is furnished by the successful bidder; 3. The cancellation of the procurement process; or 4. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

ITB 6.4.2, 6.4.3, 6.4.4	<p>Performance Security amounting to total 10% of contract value shall be submitted / deducted as follows:</p> <p>(i) Contractor shall submit Performance Security @ 10% in advance at the time of signing of agreement in form of BG as per latest rules under RTPP act.. The BG should be issued by any nationalized / schedule bank and shall remain valid up to 60 days beyond defect liability period. Bank Guarantee submitted against the performance guarantee, shall be unconditional and encashable/invokable at Town for which tenders are invited or at least at the concerned district head quarter when presented in specified Branch Office.</p> <p>(ii) If there is no reason to retain the PG, it shall be returned back to the contractor within 60 days after the satisfactory completion of the defect liability period.</p> <p>(iii) 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 shall be increased to 10% of the</p>
	<p>bid value of such items at the expense 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.</p>
7.1	<p>First Appellate Authority shall be : Mayor, Udaipur Second Appellate Authority shall be : Director, Department of Local Bodies, Jaipur</p>

SECTION III: EVALUATION AND QUALIFICATION CRITERIA

A. Evaluation Criteria

1.1 The successful Bid will be the lowest evaluated responsive Bid, which qualifies technical evaluation.

1.2 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail.

1.3 Quantifiable Nonconformities, Errors and Omissions.

The evaluated cost of quantifiable non conformities, errors and/or omissions is determined as follows:

"Pursuant to ITB Clause 5.4, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Procuring Entity will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids."

[For guidance: The cost of minor omissions or missing items should be added to the Bid Price to allow for bid comparison on an equal basis. The price adjustment should be based on a reasonable estimate of the cost by the executing agency, engineer, consultant or bid evaluation committee, taking into consideration the corresponding quoted prices from other conforming bids. The price adjustment may be based on the price of the item quoted by the next lowest qualified bidder].

Criteria:

Criteria for potential assessment would be as follows:

- i) the bidder should have executed at least 33.33% of the same nature of work in any one of the last five financial years. However the bidder may opt., the current year in the above said five years assessment period.

(iii) The Bidder should have achieved a financial turnover of at least 33.33% of the cost of work (bid cost) in any one of the last five financial years. However, the bidder may opt. the current year in the five years assessment period.

(iv) The bidder should be able to deploy the machinery and equipment specified in Schedule-III, in the execution of this work. This machinery and equipment should be available to the bidder on ownership or confirm lease basis for which appropriate proof on Non-Judicial stamp paper will have to be submitted.

(v) Bidders who meet the minimum qualification criteria will be qualified only if their acceptable bid capacity is more than the cost of the work (Bid Cost). The bid capacity will be calculated as under:

B. Qualification Criteria:-**1. Eligibility:**

	Criteria	Compliance Requirements			
		Single Entity	Joint Venture		
	Requirement			All Partners Combined	Each Partner
i) Nationality	National / International firm	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement
ii) Conflict of Interest	No conflicts of interest in accordance with ITB Sub-clause 1.4.3	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement
iii) Debarment / Transgression by any Procuring Entity.	Must declare	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement

2. Pending Litigation:

Pending Litigation	All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50 percent of the Bidder's net worth.	Must meet requirement by itself	N/A	Must meet requirement by itself	N/A
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NOTE: CA certificate clearly mention with calculation that pending litigation in total not more than 50% of Bidder's net worth.

3. Experience:

1. Experience of construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 Years prior to the Bid submission deadline.

	Criteria	Compliance Requirements			
		Single Entity	Joint Venture		
	Requirement			All Partners Combined	Each Partner
i) Experience of construction contracts (2012-13 to 2014-15 and current year)	At least the last 3 Years prior to the Bid submission deadline.	Must meet requirement	N/A	Must meet requirement	N/A

NOTE: Certificate of Chartered Accountant must be submitted, clearly indicating construction experience based on construction turnover of the firm.

2. The bidder should have experience of the following in last five financial years (**2011-12 to 2015-16**); experience in current year shall also be counted up to deadline for submission of bid:

Criteria	Compliance Requirements			
	Single Entity	Joint Venture (permitted)		
Requirement		All Partners Combined	Each Partner	One partner
Should have substantially completed (as per definition given below) / completed and Commissioned Two similar work (which includes heritage building conservation works, civil works, lighting works) costing not less than the amount equal to 60% of the estimated cost of the bid(Rs 9.25 Cr).	Must meet requirement	Must meet requirement	NA	NA

Note: - Substantially completed means:

i Contractor has completed the works but could not commission the same because of hindrances beyond control of contractor.

OR

ii. Contractor has completed and commissioned the work at least of the amount required for qualification, out of large size contract.

3. Clients certificate of experience must clearly indicate whether

(i) Completed and commissioned

Or

(ii) Substantially completed as per definition given above

Or

(iii) In case of substantial completion the criteria and reasons with details.

3. CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES IN LAST 5 YEARS

Criteria	Compliance Requirements			
	Single Entity	Joint Venture (permitted)		
Requirement			All Partners Combined	Each Partner
(i) Experience (substantially completed (as per definition given in tender document) / completed and commissioned) of executing conservation & restoration works in lime & stone,	Must meet requirement	Must meet requirement	not applicable	not applicable

Note: For 2 & 3)

- i) The Bidder shall submit copies of Work Orders, Completion and satisfactory performance Certificates in support of their experience claims. Only works of Govt/PSU/Autonomous bodies under Govt. Sector of any country shall be considered.
- ii) The works which have been completed during the period mentioned above, though may have commenced earlier, shall be considered for experience purposes.
- iii) For considering experience of the bidder, out of its experience as JV, its own works in the JV shall be considered with relevant evidence/certificates.
- iv) JV shall comprise of not more than two firms/companies. The minimum equity under JV of lead firm must be 51% and that of other firm must 25%.

5. Financial:

Criteria	Compliance Requirements			
	Single Entity	Joint Venture (permitted)		
Requirement			All Partners Combined	Each Partner
5.1 Historical Financial Performance				
Net Worth:				
Net Worth for the Financial Year 2014-15 should be positive. (Certificate of Chartered Accountant showing calculation of Net Worth must be enclosed).	Must meet requirement	not applicable	Must meet requirement	not applicable
Working Capital:				
Working Capital based on the current assets and current liabilities (including the short term loan repayments due in current years) should be 25% of the estimated cost of bid. (Available Working Capital shall be evaluated as Current Assets + Revolving Line of Credit – Current Liabilities (including loan repayment due within one year). NOTE: Certificate of CA must be submitted indicating clearly that the working capital is as per formula given in tender document and clearly stating the individual components. CA must also clearly mention that he has gone through the Revolving line of credit which is issued by scheduled Bank and Bank's commitment is project specific, assured and without any ambiguity and shall be available till final completion of project, otherwise bid shall not be considered. For revolving line of credit bank's letter should be attached. The bank issuing revolving line of credit has to be scheduled Bank as per format, otherwise it shall not	Must meet requirement	Must meet requirement	Must meet (25%) requirement i.e. 6.25 % of estimated cost.	not applicable

be considered.				
5.2 Construction Turnover				
Average Annual construction Turnover of any three years out of last four years (Financial Year 2011-12 to 2014-15) should be equal to or more than (1.5x cost of work/time period in years i.e (Rs 09.25 Cr) . Audited Balance Sheets of all the three financial years must be submitted in support, without which the bid may not be considered. The calculation sheet for annual average construction turnover shall be certified by a Chartered Accountant.	Must meet requirement	Must meet requirement	not applicable	Lead member must meet 60 percent of the requirement
5.3 BID CAPACITY:				
<p>Bid Capacity: The bid capacity of the bidder shall not be less than the estimated cost of the bid. The formula for calculating Bid capacity is given here</p> <p>Bid Capacity=(2xAxN)-B Where A= Maximum value of Annual Turnover from Civil Engineering works executed in any one year during the last four years(2011-12,2012-13,13-14,14-15) (updated to present price level) taking in to account the completed as well as works in progress (including current year, if opted by the bidder),</p> <p>N=Prescribed completion period of the work for which bids are invited in years,</p> <p>B= Value at present price</p>	Must meet requirement	Must meet requirement	Must meet 25% requirement	Lead member must meet 60 percent of the requirement

level (2014-15) of existing commitments and ongoing works to be completed during N period i.e., the period of completion of works for which bids are invited.				
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NOTE: The certificate of CA regarding Bid Capacity must be submitted otherwise bid shall not be considered. The certificate should clearly show the calculation how the Bid Capacity is calculated as per formula given in tender. The contractor should submit an undertaking on stamp paper of Rs. 500 that he has mentioned all projects necessary for calculation of B value for the calculation of Bid Capacity.

The present price level for turnover and cost of completed work of similar nature, the previous years value shall be given weight age of 10% per year as follows:

Sr. No	Financial Year	Weight age
(i)	2015-16	1.00
(ii)	2014-15	1.00
(iii)	2013-14	1.10
(iv)	2012-13	1.21
(v)	2011-12	1.33
(vi)	2010-11	1.46

Section IV: Bidding Forms

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4.4.6	Form EXP-2(a)
4.4.7	Form : Revolving line of credit
4.5	Declaration by the Bidder under Sections 7 and 11 of the Act
4.6	Letter of Financial Bid
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4.9	Joint Venture Agreement
4.10	Statement for work in hand
4.11	Check Points
4.12	Self Appraisal Sheet

4.1 TECHNICAL PROPOSAL [WITH REFERENCE TO SECTION III] CHECK LIST

In addition to the forms given in this section, a Technical Proposal must necessarily contain the following, otherwise the bid shall be considered incomplete and may lead to non-responsive.:

1. Notice Inviting Bid
2. CA's certificates
3. Bank's letter as required in Tender Document(if applicable).
4. Sales Tax Registration in State of [Rajasthan \(Optional\)](#),
5. VAT / Sales Tax Clearance Certificate
6. Service Tax Registration, if required as per law
7. Proof of payment of Bid Security
8. Proof of Cost of bidding document or receipt of such cost.
9. Proof of Bid processing fee as specified.
10. Bid capacity stipulations as required in Tender Document.
11. Completion Certificates of works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.
12. Work orders of works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.
13. Drawings / designs / technical documents (if required) in support of works to be executed
14. Any modifications or withdrawal.
15. Other documents considered necessary to strengthen the bid.
16. JV agreement against which experience for eligibility is claimed to demonstrate clearly the JV members work in that JV.
17. Registration certificate of each bidder / JV Partner in class AA or equivalent in any State / Central / PSU / in India.
18. Check Points and Self appraisal sheet

4.2 Letter of Technical Bid**Technical Bid Submission Sheet**

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 180 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 Bidder, 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

(k) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during this procurement process and execution of the Works as per the Contract;

(l) 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: _____

4.3.1 Bid Security (Bank Guarantee Unconditional)***Form of Bid Security**

[insert Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: *[CHIEF EXECUTIVE OFFICER, USCL, RAJSATHAN]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that ***[insert name of the Bidder]*** (hereinafter called "the Bidder") has submitted to you its bid dated ***[insert date]*** (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** under Notice Inviting Bids No. ***[Insert NIB number]*** ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----
 ----- ***[insert amount in figures][insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid; or
- (b) having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,
 - (i) fails or refuses to execute the Contract Agreement,
 - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB"),
- (c) has not accepted the correction of mathematical errors in accordance with the ITB, or
- (d) has breached a provision of the Code of Integrity specified in the TB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____

[Insert signature of person whose name and capacity are shown]

NOTE: * - Scheduled Bank Only

Name: _____

[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of _____

[insert name of the Bank]

Dated on day of ,

[insert date of signing]

Bank's Seal _____

[affix seal of the Bank]

[Note: In case of a Joint Venture, the Bid-Security must be in the name of all partners to the Joint Venture/Lead bidder that submits the bid.]

4.3.2 Bid Securing Declaration**Form of Bid Securing Declaration**

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No, if permitted: *[insert identification No if this is a Bid for an alternative]*

To: **[CHIEF EXECUTIVE OFFICER, USCL, RAJASTHAN]**

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, the Procuring Entity for the period of time of *[insert number of months or years, as required by the Procuring Entity]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) withdraw our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of our Bid by you, the Procuring Entity, during the period of bid validity, (i) fail or refuse to sign the Contract, if required, or (ii) fail or refuse to furnish the Performance Security Declaration, in accordance with the ITB; or
- (d) breach any provisions of the Code of Integrity as specified in the ITB;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____
[insert signature of person whose name and capacity are shown] Name: _____

[insert complete name of person signing the Bid-Securing Declaration] In the capacity of: _____ ***[insert legal capacity of person signing the Bid-Securing Declaration]*** Duly authorized to sign the bid for and on behalf of: _____
[insert complete name of Bidder]

Dated on _____ day of _____,

[insert date of signing]

Corporate Seal _____

[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture/ Lead bidder that submits the bid.]

4.4.1 Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

4.4.1(a) Form ELI - 1: Bidder's Information Sheet

BIDDER'S INFORMATION	
Bidder's legal name	
In case of JV/Consortium, legal name of each partner	
Bidder's /all JV/Consortium partners country of constitution.	
Bidder's /all JV/Consortium partners year of constitution	
Bidder's /all JV/Consortium partners legal address in country of constitution	
Bidder's /all JV/Consortium partners authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are self attested copies of the following original documents:</p> <ol style="list-style-type: none"> 1. In case of single entity, certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above. 2. Authorization to represent the firm or JV named in above. 3. In case of JV, letter of intent to form JV or JV agreement. 4. In case of Consortium, letter of intent to form consortium or JV consortium 	

4.4.2 Form ELI – 2: JV Information Sheet

Attach the Letter of Intent to form JV or certificate of registration/ incorporation and memorandum of association or constitution of the legal entity, if JV is already in existence.

Each member of a JV / must fill in this form

JV /consortium/ SPECIALIST CONTRACTOR'S INFORMATION	
Bidder's legal name	
JV /consortium Partner's or Subcontractor's legal name	
JV /consortium Partner's financial share in the JV	
JV /consortium Partner's or Subcontractor's country of constitution	
JV /consortium Partner's or Subcontractor's year of constitution	
JV /consortium Partner's or Subcontractor's legal address in country of constitution	
JV /consortium Partner's or Subcontractor's authorized representative information(name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are attested copies of the following original documents:</p> <ol style="list-style-type: none"> 1. Certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above. 2. Authorization to represent the firm named above. 	

4.4.3 Form LIT 1- Pending Litigation**Each Bidder or member of a JV / must fill in this form**

Pending Litigation			
<ul style="list-style-type: none"> ○ No pending litigation in accordance with Section III (Evaluation and Qualification Criteria). ○ Pending litigation in accordance with Section III (Evaluation and Qualification Criteria) 			
Year	Matter in Dispute	Value of Pending Claim in INR	Value of Pending Claim as a Percentage of Net Worth

4.4.4 Form EXP – 1: General Construction Experience

Each Bidder or member of a JV must fill in this form

GENERAL CONSTRUCTION EXPERIENCE				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Procuring Entity Brief Description of the Works Executed by the Bidder	Role of Bidder

Bidder Must Enclose:

1. Certificate of CA mentioning the construction turnover as per relevant clause.

4.4.5 Form EXP - 2: Construction Experience in Key Activities

Fill up one (1) form per contract

Contract with Similar Key Activities			
Contract No.of.	Contract Identification		
Award Date		Completion Date	
Total Contract Amount	-----Equivalent INR -----		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone Number Fax Number E-mail			
Description of the key activities in accordance with Criteria.			
<p>(i) Experience (substantially completed (as per definition given in tender document) / completed and commissioned) in Providing & Executing of similar work (which includes heritage building conservation and restoration work, civil work and lighting works) in lime and stone.</p>			
Reference page No., copy of work order and completion & commissioning certificate in support of above experience:			

4.4.6 Form EXP – 2(a): Specific Construction Experience

Note: Please fill up one sheet per contract

CONTRACT OF SIMILAR SIZE AND NATURE		
Contract No.of.	Contract Identification	
Award Date		Completion Date
Role in Contract	Contractor / Management Contractor / Subcontractor	
Total Contract Amount	INR	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Procuring Entity's Name, Address, Telephone Number, Fax Number, E-mail address		

Bidder Must Enclose:

1. Work order.
2. Experience certificate as per relevant clause from an officer not below the rank of executive Engineer or Equivalent.

4.4.7 Form: Format for assured Revolving line of credit facility*(To be submitted by a Scheduled Bank on the Bank's Letterhead)***Date:** *(Insert Date)*

To:

**Chief executive officer, USCL
Town Hall,Udaipur, Rajasthan, India****Subject: Letter of Assurance for Revolving line of credit facility for INR ----**

Dear Sir,

WHEREAS _____ [name and address of Bidder] (**hereinafter called the "Bidder"**) intends to submit a bid for-----
 ---- --(name of contract package) -----" under the Municipal Corporation Udaipur (**hereinafter called the "Employer"**) in response to the Invitation for Bids issued by the Udaipur Smart city Limited through NIB no. -
 -----; and

WHEREAS the Bidder has requested that an assured revolving line of credit be provided to it for executing the ----- --(name of contract package) -----
 -----In the event that the Contract is awarded to it; then

KNOW ALL THESE PEOPLE by these presents that We _____ [name of Bank] of _____ [name of Country] having our registered office at _____ [address of registered office] are willing to provide to _____ (the Bidder) a sum of up to _____ [amount of guarantee in figures and words] as an assured revolving line of credit for executing the Works under ----- --(name of contract package) -----should the Bidder be awarded the contract based on its tendered prices.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

SEALED with the Common Seal of the said Bank on the ___ day of _____, 2015/2016.

Date: _____ Signature of the Bank: _____

Witness: _____ Seal: _____

[Signature, name and address]

4.5 Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder/ JV

In relation to our Bid submitted to *[enter designation and address of the procuring entity]* for procurement of *[insert name of the Works]* in response to their Notice Inviting Bids No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. 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 are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date: _____ Signature of Bidder

Place: _____ Name:

Designation:

Address:

4.6 Letter of Financial Bid

Financial Bid Submission Sheet

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) The total Price for our Bid, excluding any discounts offered, if permitted, in item (d) below is: _____

(d) The discounts offered, if permitted, and the methodology for their application are: _____

(e) 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.

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

(g) 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: _____

4.7. POWER OF ATTORNEY

Power of Attorney for Authorized Representative

The firm M/s.....authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the _____, to issue and receive correspondence related to all matters of the tender "-----". We / M/s_____undertake the responsibility due to any act of the representative appointed hear by.

For Partnership Firm's

S. No.	Name of the All Partner	Signature of Partner with Seal
1.		
2.		
3		
4	Name and Designation of the person Authorized	
5	Attested Signature of the Authorized Representative	

For Limited Firm's

Name and Designation of the person Authorized	
Firm	
Address	
Telephone No.	
Fax No.	
Telex No.	
Authority By which the Powers is delegated	
Attested Signature of the Authorized Representative	
Name and Designation of person attesting the signatures	

4.9: Joint Venture Agreement (Between not more than two firms)

(ON Rs 1000 STAMP PAPER)

Memorandum of Understanding for
JOINT VENTURE

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ----- ("Effective Date").

BETWEEN

M/s. _____, a company incorporated, and having its registered office at _____.
(Hereinafter referred to as the "**First Party**"/ "**One Partner**");

M/s. _____) a company incorporated, and having Registered office at _____.
(Hereinafter referred to as the "**Second Party**"/ "**Each Partner**");

Hereinafter jointly referred to as the "**Parties**" and individually as "**Each Party**" or "**a Party**" as the case may be.

WHEREAS,

UDAIPUR SMART CITY LIMITED or procuring entity invited bid for

(B) The **Parties** hereto formed a Joint Venture or will form a joint venture (hereinafter referred to as the "**JV**") to jointly execute the above project in all respect

NOW THEREFORE IT IS HEREBY AGREED as follows

ARTICLE 1: JOINT VENTURE:

1.1. The Parties hereto agree to form the Joint Venture with _____ designated as the **One Partner and First Partner.**

1.2. _____ shall be the **Second Member – or Second Partner**

1.3. _____ shall be the **Third Member – or Third Partner** (*insert more lines if more partners*)

ARTICLE 2: JOINT VENTURE NAME:

2. The JV shall do business in the name of “ _____ **Joint Venture**”.

ARTICLE 3: JOINT AND SEVERAL LIABILITY:

3. The **Parties** hereto shall, for the above-referred **Projects**, be jointly and severally liable to the **Employer** for the execution of the Projects in accordance with the **Contract** till the actual completion of Contract including defect liability period and operation & maintenance as per bid conditions.

ARTICLE 4: PROPORTIONATE SHARE:

4.1 Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Lead Partner: Financial responsibility: -----

Physical responsibility: -----

Other Partners: Financial responsibility: -----

Physical responsibility: -----

4.2 All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the **Contract** shall be shared or borne by the **Parties** in the above **Proportions**.

4.3 The members in the proportion as mention in article 4.1, shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

ARTICLE 5: JOINT EFFORT AND MANAGEMENT:

5.1 The **Parties** shall participate as a **JV** in the submission of bids and further negotiations with the **Employer** and shall co-operate and contribute their respective expertise and resources to secure and execute the **Projects**.

5.2 On award of **Projects**, the **First Partner** in consultation with the other members of JV will decide on the final management structure for the successful execution of the **Projects** as per the terms of **Contract**.

5.3 All the **Parties** hereby agree to pool in their financial, administrative, managerial, technical and material resources for execution of the **Projects**, including commissioning & operation for the period as stipulated in the contract. The share of interest of the **JV** shall be as per the mutual understanding for the successful completion of the project.

ARTICLE 6: EXCLUSIVITY:

6.1 The co-operation between the **Parties** hereto shall be mutually exclusive i.e. none of them shall without the other **Party's** consent & prior approval of **UDAIPUR SMART CITY LIMITED**, approach or cooperate with any other parties in respect of the Project.

6.2 In the course of working as associates, the parties to the JV will be sharing information with each other which may be proprietary /confidential information /knowledge acquired by each other. It is hereby agreed that the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract. All parties will also indemnify each other against any claim that may arise out of using information, which are being claimed proprietary.

ARTICLE 7: Memorandum of Understanding:

7.1 This **Memorandum of Understanding** shall be terminated:-

- a. if the **Parties** mutually confirm that the **JV's** bid proposal has not been finally accepted by **Employer** and all rights and obligations of the **Parties** under or in connection with this **Memorandum of Understanding** have ceased, or
- b. after successful completion of the project including commissioning & operation and defect liability period from the date of this **Memorandum of Understanding** unless extended for a further period on demand of **Udaipur smart city Limited udaipur** & mutual consent of the Parties, or

7.2 The **Memorandum of Understanding** can be modified by mutual consent of the Parties to suit the efficient and expeditious execution of Projects including commissioning & operation of

Plant or to make this agreement more meaningful to suit the requirements of Employer **after the consent of the Employer.**

ARTICLE 8: ARBITRATION:

8.1 Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the Managing Directors/Chairman of _____ & _____. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the _____ and any statutory modifications and enactment hereof for the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be Udaipur.

ARTICLE 9: GOVERNING LAWS:

9.1 This Agreement shall in all respects be governed by and interpreted in accordance with the _____ Laws.

ARTICLE 10: CONFIDENTIALITY:

10.1 No Party hereto shall disclose to any other party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any Party in connection with the subject matter of this Agreement.

ARTICLE 11: ADDRESS OF CONSORTIUM:

Any and all correspondence from the Employer to the **JV** shall be addressed to **(name of JV)** at the address stated herein below—(any one of the partners). The address of the Consortium office of the partner companies will be deemed to be the address for the purpose of communication.

The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address **(name of JV)**

ARTICLE 12: Authorized Representative:

The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

Authorized Representative of JV: _____

ARTICLE 13: ASSIGNABILITY:

13.1 The interests and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the Employer & other party.

ARTICLE 14: INTERPRETATION OF HEADINGS:

14. The headings of each of the Articles herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

ARTICLE 15: OTHERS

15.1 Any other matters not contained in this Agreement shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation for timely completion of project including commissioning & operation of project. Notwithstanding anything above all the Parties are severally and jointly responsible to the Employer for execution of the Contract:

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by each of the duly authorized representatives as appearing below:-

Signed by _____)

For and on behalf of
_____)

in the presence of: _____)

Name:

Designation:

Signed by _____)

For and on behalf of _____)

in the presence of: _____)

Name:

Designation:

Name:

Designation:

Name :

Designation:

4.10 Bidding Capacity = 2 A X N - B

4.10.1 STATEMENT FOR WORK IN HAND (for calculation of value of B)

This is to certify that the status of the present works in hand as on **date of publication of NIT** of order value more than Rs. 10.00 lacs for which either order are received or the work is under execution but which are still not completed is as under:

Amount In Lac Rs.

S. No	Brief Description of Work	Stipulated Date of Start	Stipulated Date of Completion	Time left for execution after date of publication of NIT , in months	Cost of awarded work	Cost of work executed up to date of publication of NIT	Balance Cost of un-executed work as on date of publication of NIT in 30 month from and date of submission
1	2	3	4	5	6	7	8=6-7

1. If the value of Balance work goes beyond 30 months from the date of bid submission then client certificate mentioning the amount of work to be executed beyond 30 months, otherwise full balance work shall be accounted for calculation of 'B' value.

2. This is certified that this is true in all respect and can be used for calculation of the bidding capacity as per the formula given in ITB. This is also certified that other orders under execution by the firm shall not materially affect the bidding capacity of the firm as required in this tender. (Format should be on Rs 500/= stamp paper)

Signatures With Seal of Authorized Signatory for tender

4.11 Check Points must be filled by Bidder

S. No.	Page No. of RFP	Requirements / Documents required to be submitted		Check Points	Yes / No	Enclosed at page no. of bid and any other detail as required
		GENERAL				
1	33	Cost of Bid Document as Rs. 20,000/-	DD/Cheque in favour of Chief executive officer, USCL UDAIPUR Original hard copy to be submitted in the office Chief executive officer, USCL UDAIPUR by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	Confirm it is of scheduled bank? Name of Bank Amount Rs. 20000.00 In favour of Chief executive officer, USCL		
2	33	Bid Processing Fee of Rs 1,000/-	DD/Cheque in favour of MD, RISL Original hard copy to be submitted in the office Chief executive officer, USCL UDAIPUR by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	Confirm it is of scheduled bank? Name of Bank Amount Rs. 1000.00 In favour of MD, RISL		
3	11, 33		DD / Bankers Cheque / Bank Guarantee as per format on page 49	Confirm that as per format? Confirm that it is in Confirm that it is unconditional? If any condition bid liable to be		

S. No.	Page No. of RFP	Requirements / Documents required to be submitted		Check Points	Yes / No	Enclosed at page no. of bid and any other detail as required
			copy to be uploaded with technical bid	rejected.		
				State in whose name is bid security (JV or Lead Bidder)		
				BG number		
				Confirm that BG is Valid up to 30 days beyond the validity of bid		
				Confirm it of a scheduled bank? Mention the Name of bank.		
				Amount		
4	33	Power of Attorney	On Stamp Paper, as per page 67 Original hard copy to be submitted in the office of Chief executive officer, USCL by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	Confirm that value of Stamp Paper is Rs. 500/-		
				Name & designation of person who has issued POA		
				Name & designation of person to whom POA is issued		
5	33	Joint Venture Agreement	Agreement as per format on page 77 (not more than two companies) Original hard copy to be submitted	Confirm that value of Stamp Paper is Rs. 1000/-		

S. No.	Page No. of RFP	Requirements / Documents required to be submitted		Check Points	Yes / No	Enclosed at page no. of bid and any other detail as required
			in the office of Chief executive officer, USCL UDAIPUR by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	Confirm that financial responsibility of lead partner is minimum 51%		
				Confirm that financial responsibility of other partner bidder is minimum 25%		
				Confirm that JV is in prescribed format. If not, liable to be rejected.		

4.12 SELF APPRAISAL SHEET TO BE FILLED BY THE BIDDER FOR DETERMINATION OF RESPONSIVENESS

S. No.	Page No. of RFP	Requirements as per bid document	Check points	Tick the correct option or fill in information	Enclosed at page no. of bid and any other detail as required
General Requirements					
2	33	Registration in class AA or equivalent in any department / organization of any State Govt./ Central Govt. / PSU / Govt Autonomous Body / Govt. Undertaking of any country	Confirm that bidder / both partners of JV are registered in class AA or equivalent	Yes / No	
			Name of department & State		
			Confirm that valid up to date of submission of bid	Yes / No	
3		VAT Registration /clearance certificate	Confirm that submitted	Yes / No	
4		VAT Registration in Rajasthan	Confirm that submitted with this bid or will be submitted later as per clause _____	Yes / later after award	
Eligibility Criteria					
12	40	Nationality - Indian/International firms	Specify nationality	Indian/International	
13	40, 65	Declaration as per format on page 65 Requirement to be fulfilled by: Each of the consortium / JV member	Confirm that declaration submitted by bidder / each partner in case of JV	Yes / No	
			Confirm that it is in the prescribed format. If not, bid is liable to be rejected	Yes / No	
14	40	declaration regarding Debarment/Transgression by any procuring entity Requirement to be fulfilled by: Each of the consortium / JV member	Confirm that declaration submitted by bidder / each partner in case of JV	Yes / No	
			Confirm that it is in the prescribed format; If not, bid	Yes / No	

S. No.	Page No. of RFP	Requirements as per bid document	Check points	Tick the correct option or fill in information	Enclosed at page no. of bid and any other detail as required
			is liable to be rejected		
15	40, 55	Pending Litigation in Form LIT-1 - All pending litigation shall be treated as resolved against the bidder and so shall in total not represent more than 50 percent of Bidder's net worth Requirement to be fulfilled by: Each of the consortium / JV member	Confirm that declaration submitted by bidder / each partner in case of JV	Yes / No	
			Confirm that it is in the prescribed format; If not, bid is liable to be rejected	Yes / No	
			Confirm that value of litigations is less than 50% of bidder's net worth and CA certificate showing calculation	Yes / No	
16		Experience of construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 Years prior to the Bid submission deadline - Certificate of CA certifying construction_experience in last 3 years based on construction turnover Requirement to be fulfilled by: Each of the consortium / JV member	Confirm that Certificate of CA attached; If not, bid is liable to be rejected	Yes / No	
17		The bidder should have experience of the following in last five financial years (2011-12 to 2015-16); experience in current year shall also be counted up to 28 days prior to the deadline for submission of bid: The bidder should have substantially completed / completed and Commissioned one single similar work	Number of works on basis of which eligibility is claimed.		
			Details of qualifying works : Work no. 1		
			Name of work (in brief)		

S. No.	Page No. of RFP	Requirements as per bid document	Check points	Tick the correct option or fill in information	Enclosed at page no. of bid and any other detail as required
		<p>costing not less than the amount equal to 60% of the estimated cost of the bid (Rs. 395.12 lakhs).</p> <p><u>Substantially completed means:</u></p> <p>i. Contractor has completed the works but could not commission the same because of hindrances beyond control of contractor. OR</p> <p>ii Contractor has completed and commissioned the work at least of the amount required for qualification, out of large size contract. In case of JV, all partners combined should meet the requirement.</p> <p>i) Copies of Work Orders, Completion and satisfactory performance Certificates in support of their experience claims. Only works of Govt/PSU/Autonomous bodies under Govt. Sector shall be considered. The works which have been completed during the period mentioned above, though may have commenced earlier, shall be considered for experience purposes.</p>	<p>Name of client</p> <p>Value of work done</p> <p>value of work done by bidder in case work is carried out in JV</p> <p>Stipulated Date of start (as per work order)</p> <p>Stipulated Date of completion (as per work order)</p> <p>If completed & commissioned, indicate Actual date of completion & commissioning (as per client's certificate). Confirm that this date is after 31.3.10.</p> <p>Confirm any one of the following:</p> <p>i. Work is completed and commissioned</p> <p>ii. works is completed but could not be commissioned because of hindrances beyond control of contractor</p> <p>iii. Work is completed and</p>		

S. No.	Page No. of RFP	Requirements as per bid document	Check points	Tick the correct option or fill in information	Enclosed at page no. of bid and any other detail as required
		For considering experience of the bidder, out of its experience as JV, its own works in the JV shall be considered with relevant evidence/certificates.	<p>at least of the amount required for qualification, out of large size contract.</p> <p>Confirm that client's certificate clearly mentions one of the above 3 criterion, with details, otherwise bid is liable to be rejected.</p> <p>Confirm that copy of work order is attached.</p> <p>Confirm that copy of client's certificate is attached and it has reference of above work order.</p> <p>Confirm that the certificate is issued by the officer not below the rank of Executive Engineer.</p> <p>Similar information to be given for each work if work done is more than one</p>		

S. No.	Page No. of RFP	Requirements as per bid document	Check points	Tick the correct option or fill in information	Enclosed at page no. of bid and any other detail as required
18		<p>Experience in Providing & Executing of heritage building conservation and restoration work, civil work and lighting works in lime and stone.</p> <p>Substantially completed means: i. Contractor has completed the works but could not commission the same because of hindrances beyond control of contractor. OR ii Contractor has completed and commissioned the work at least of the amount required for qualification, out of large size contract. In case of JV, all partners combined should meet the requirement.</p>	<p>Details of qualifying works : Work no. 1</p> <p>Name of work (in brief)</p> <p>Name of client</p> <p>Value of work done</p> <p>value of work done by bidder in case he carried out this work as JV</p> <p>Stipulated Date of start (as per work order)</p> <p>Stipulated Date of completion (as per work order)</p> <p>Total length of sewer line</p> <p>Length of line of diameter more than 450 mm</p> <p>If completed & commissioned, indicate Actual date of completion & commissioning (as per client's certificate). Confirm that this date is after 31.3.10.</p>		

S. No.	Page No. of RFP	Requirements as per bid document	Check points	Tick the correct option or fill in information	Enclosed at page no. of bid and any other detail as required
			<p>Confirm one of the following:</p> <ul style="list-style-type: none"> i. Work is completed and commissioned ii. works is completed but could not be commissioned because of hindrances beyond control of contractor iii. Work is completed and commissioned at least of the amount required for qualification, out of large size contract. <p>Confirm that client's certificate clearly mentions one of the above 3 criterion, with details.</p> <p>Confirm that copy of work order is attached.</p> <p>Confirm that copy of client's certificate is attached and it has reference of above work order.</p>		

S. No.	Page No. of RFP	Requirements as per bid document	Check points	Tick the correct option or fill in information	Enclosed at page no. of bid and any other detail as required
			Confirm that the certificate is issued by the officer not below the rank of Executive Engineer.		
19	43	Certificate of Chartered Accountant certifying Net worth for the Financial Year 2013-14 is positive, along with calculations. In case of JV, each partner should meet requirement.	Confirm that Certificate of Chartered Accountant attached with calculation of net worth; If not, bid is liable to be rejected		
20	58	Form FIN-2 - Average Annual construction Turnover of any three financial years out of last five Financial years (Financial Year 2011-12 to 2015-16) should be equal to or more than (1.5x cost of work/time period in years) i.e. 987.80 lakhs . The calculation sheet for annual average construction turnover shall be certified by a Chartered Accountant. In case of JV, lead member should meet 60 percent (Rs. <u>395.12</u> lakhs) of the requirement	Confirm that Certificate of Chartered Accountant clearly mentioning word "construction" turnover and its value for each financial year and calculation of average value at present price level, attached; If not, bid is liable to be rejected		
			Indicate value of avg annual turnover		
21	42	Bid capacity	Confirm that affidavit of bid capacity submitted on Stamp Paper of Rs. 500.00		
			Confirm that certificate of CA submitted for Bid Capacity clearly showing calculation; If not, bid is liable to be rejected		
			Value of A		

S. No.	Page No. of RFP	Requirements as per bid document	Check points	Tick the correct option or fill in information	Enclosed at page no. of bid and any other detail as required
			Value of B		
			Bid Capacity		
			Confirm that bidder has mentioned in affidavit that all works above Rs. 10 lakhs, to be completed in next 30 months (period of completion + bid validity period), required for determination of value of "B" are declared		
22	42	Working capital	Confirm that certificate of CA submitted indicates clearly that the working capital is as per formula given in tender. Confirm that CA has clearly mentioned that he has gone through the letter of Revolving Line of Credit and bank's (scheduled Bank) commitment letter is project specific and assured without any ambiguity otherwise bid is liable to be rejected.		
			Confirm that bank's letter submitted for revolving line of credit, If required		

S. No.	Page No. of RFP	Requirements as per bid document	Check points	Tick the correct option or fill in information	Enclosed at page no. of bid and any other detail as required
			Confirm that the above bank's letter is as per format;		
			Value of working capital		

SECTION V

REQUIREMENT OF WORKS

SCOPE OF WORK & GENERAL SPECIFICATIONS

SUB SECTION 1(Conservation Works)

1.1 Objective of the Package

- 1.2 This package is proposed for the purpose of conserving historic facades and character of heritage buildings of Bazaars in Udaipur Town as per drawing.
- 1.3 This package is directed to restore and improve street facade, upgrading amenities developing uniform street furniture etc within the area under this contract.
- 1.4 It is recognized that the local residents will be put to inconvenience when the work will be taken up. It is however, also the objective of the contract to ensure minimum dislocation of the traffic and access to individual homes. It will be of utmost importance to implement the work so as to achieve the same.
- 1.5 In order to achieve the above, measures like planning alternative routes for traffic, removing the excavated soil from site while work is progress and to store it in suitable location and bringing it back for refilling, proper barricading, lighting of the excavated sites during nights, repair of roads immediately after completion of the work in minimum time will have to be taken.
- 1.6 In this package Initially Contractor shall start the work of building facades. The lateral work shall be allowed by the engineer in charge as per the work plan only.

2.1 Scope of work

- 2.2 The contractor is solely responsible for providing and executing all project works confirming all technical as well as quality standards as per TENDER DOCUMENT.
- 2.3 The contractor shall promptly inform the Consultant engaged by USCL any error, omission, fault, or any other defect in the design or drawings or specification for the works, which he discovers when reviewing the contract documents, or in the process of execution of the works and collectively resolve the ambiguity or correct the error and will start the execution accordingly.
- 2.4 Start execution after taking layout from EIC or his representative.
- 2.5 Planning and taking up the work according to the Methodology/work plan or as per a modified work plan duly agreed and approved by the Engineer in charge.

- 2.6 Underground and overhead services are likely to be met with during construction. These are to be protected against damage by the Contractor at his own cost. The contractor shall be required to carry out removal / shifting of existing utilities as itemized in the BOQ. The contractor work program shall include this activity. The work shall be carried out under supervision of concerned department. The supervision charges of the line agencies shall be paid by the contractor and shall be reimbursed on actual on submission of receipt.
- 2.7 Shifting of underground and overhead services other than itemized in the BOQ. The Procuring Entity would provide full support to contractor in coordinating with line agencies; however no claim on account of delay in shifting of utilities by line department will be admissible.
- 2.8 All works pertaining to unforeseeable sub surface condition shall be executed by the contractor at his own cost except for those for which payment is allowed in any other clause.
- 2.9 The site should be cleaned of all the surplus material and broomed to leave a clean surface at the end of work.
- 2.10 The contractor will be fully responsible for structural safety stability of the associated work.

3.0 Other Services

- 1.1 Contractor shall take the necessary precautions to avoid the damage to other services such as water supply lines, telephone cables, electrical cables, storm water drains etc. In case of any damages to any of the services, Contractor shall be responsible for restoring the facilities in bare minimum time at his own cost. The other utility services and traffic shall be maintained as per clause 1.9 of Standard Specifications. In case of shifting of any utilities, prior permission shall be taken from the Engineer and the same shall be carried out only after his written approval. The necessary deposit shall be paid to the concerned department or line agency in case the shifting / refixing of utility has to be carried out by the line agency. The actual expenditure incurred by the line agency shall be reimbursed to the Contractor from the provisional sum amount.
- 1.2 **Work program:** It is of utmost importance that the citizens of the town are inconvenienced to the minimum due to the works proposed to be carried out. The blocking of traffic and access to houses should be restricted for minimum period and the work done should be planned in a manner that it is commissioned in minimum time to provide benefits to the citizens inconvenienced. The sequence of work has been proposed as stipulated in Appendix to Bid keeping the same in mind.
- 1.3 The contractor may provide his alternative plan of work within 15 days of start for consideration of the EIC who may agree to a changed work program and the same shall be followed.

Materials workmanship, period and certificates of Maintenance and Defect Liability etc.

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Architect's/Engineer instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the site or at such other place or places as may be specified in the Contract or at all or any of such places. The contractor shall

install quality control laboratory and provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and test in any work and the quality, weight or quantity of any material used and shall supply samples of

materials before incorporation in the works for testing as may be selected and required by the Engineer-in-charge.

Period of maintenance and Defects liability:

The Contractor shall be responsible to make good within such period as maybe stipulated by the Engineer in-charge any defect which may develop or may be noticed during period of maintenance of 36 months from the certified date of completion and which is attributable to the contractor. All notice of such defect shall be given to the Contractor promptly. In case the contractor fails to make good the defects, the Engineer in-charge may employ other persons to make good such defects and all expenses consequent thereof and incidental thereto shall be recoverable from the Contractor. In the event the employer takes over portions of work as they are completed the liability of the contractor under this clause for these portions shall extend to a period of 36 months from the actual dates on which portions of the works are taken over.

The successful bidder/contractor is required to undertake detailed photo recording documentation by still photography, videography of the entire work prior to commencement and the same has to be deposited with the Engineer in charge of Udaipur Smart city limited in two copies immediately. Before dismantling any old work to redo this still photography with specifically putting some identity mark number of the portion by any specified means has to be done and this to be got checked and certified by Engineer In charge and recorded specifically in the measurement book (M.B.). A written permission from the Engineer in charge before commencement of executing such work is essential for execution as well as for payments.

During the work in progress and after its completion also photo documentation is necessary and the photos before & after completion of portion of work are essentially to be enclosed with the bill for payment.

General Specifications for Work

1. **Digging /Clearance of Debris**

Digging shall be carefully got carried out to the levels, shapes and dimensions to receive the embedded parts portion, Should any of the digging be taken down below the designated levels the Contractor shall fill in such excavation at his own expense with concrete well rammed in position until it is brought up to the proper level; filling in with excavated material will not be allowed for this purpose.

The excavated earth shall be used for filling up the sides of the foundations and between the plinth walls in layers not exceeding 30 cm properly rammed and watered. All surpluses left over earth shall be either spread or carted away without extra charges.

The measurements of the work shall be the exact height and width of the lowest steps of the footings according to the drawings or the architects/ Engineer's instructions and the depth measured vertically. If any excavations are to be taken deeper than the heights mentioned in the drawings they shall be measured and paid appropriately.

Rate for excavation in all the cases shall include labour for returning, watering and ramming spoil of excavation between sides of trenches and foundation masonry, spreading on site if required and for carting away surplus earth. No extra shall be allowed for planking and strutting of sides of excavation for walls and piers and for keeping the excavations free from water unless otherwise specified.

Excavation in Hard rocks either by chiseling or blasting shall not be permitted.

2. **Brick Bat Concrete:**

Brick bat concrete of specified thickness shall be composed of 2 parts of broken brick bats of regular pieces 3/4" thick and 1 part of lime mortar with 2 part surkhi for water proofing well mixed together and rammed hard till consolidated. It shall be laid in level or to slope as directed. In the terrace, the top surface of the concrete shall be brushed clean with wire brush to remove loose material.

3. **Lime concrete: For foundation works:**

All lime concrete for foundations shall be in the proportion of 40:100 lime surkhi mortar 1:2 of specified strength unless otherwise mentioned. The component materials shall be accurately gauged and thoroughly mixed, Concrete mixer to be used for mixing all gradients. Vibrator (Needle/Plate) shall be used wherever directed by Architect/ Engineer in charge finished/ completed work shall be adequately cured as directed.

4 **Brick Work:**

The Bricks shall be table moulded and of good quality as approved by the Architect/ Engineer in Charge, free from grit, well burnt, sound, square and with sharp-edges and shall give a ringing sound when struck with a mallet. Every Brick shall be thoroughly soaked in water before use till the bubbles cease to come up. No broken

bricks shall be used except as closures. The courses shall be truly horizontal and work strictly plumb, joints shall be broken vertically and they shall not exceed 1/2" in thickness.

They work shall be watered well so as to be continuously wet for 10 days and afterwards twice a day for a month.

In brick arches or other circular work (Keval, Dhoro & Dadarwal Dom etc). The bricks shall be shaped to slope according to drawings, joints radiating correctly to the center. The face bricks shall be of uniform colour and with sharp. All this type circular work and arches and to be plastered with lime cement mortar.

5. Lime Plaster :

Lime surkhi mortar plaster shall be of 1:2 ratio with order ingredients like google /Gur/ Methi, etc. The surkhi and lime will first be thoroughly mixed and grinded by grinder. If surkhi is not available grinded bricks can be used in place of surkhi.

The coats of plaster shall be applied to the walls and other specified bricks works. Plaster of one part lime and 2 parts surkhi shall be dashed and floated to make the surface uniform and even. The surface of this coat shall be scratched by trowel to form a key for the second coat. The third coat lime loi coat shall be thin coat of lime surkhi mortar evenly applied and trawled smooth to produce a perfectly smooth and even surface.

Adequate time interval shall be allowed between the applications of successive coats for hardening. The coats shall be kept moist by watering for fifteen days and shall not be allowed by dry out. The measurement shall be in sq. mtr. superficial openings shall be deducted as per mode of measurement.

6. Decorative stone masonry stone & marble :

Stone for this purpose shall be selected by Architect/ Engineer of the same quality & quarry as used in the project and of good quality. All stone work shall be worked to such size and shapes as may be shown on the drawings or as directed by the Architects. The stones shall be fine dressed or as required on the face and joints and rough tooled on beds fully, true and out of windings. All visible angles and edges shall be straight and free from chipping. Work shall be strictly in plumb. All stones shall be set in lime surkhi mortar 1:2 or as per old work is done and no joint shall exceed 1/8" in thickness. Wherever brick backing is suggested; brick masonry work shall be executed.

The quality of dressing and carving of stone shall be as per sample to be approved by Architect/ engineer. All mouldings and carvings shall be executed according to details supplied.

7. Stone pavement:

The pavement shall consist of slabs of rough tooled or machine polished stone of specified thickness of approved quality free from cracks and flakes of uniform colour and having an even surface and texture. After laying the pavement shall be machine polished and all unevenness removed.

8. Marble tiles:

Marble tiles of approved quality tiles with medium size marble in nature figure scheme selected by the Architect/ Engineer in-Charge shall be used. All visible angles, joints and edges shall be straight and free from chipping. Work shall be strictly in plumb and level. All marble tiles shall be set in cement/lime mortar in and

efforts shall be made to match the natural figures.

9. Glass / Mirror Work: -

- a) For the existing design where the work is to be executed should be documented by still photography and videography (in three copies) and the design is to be traced on a tracing paper before dismantling the damage portion.
- b) After removing the damaged portion the plaster of fine pop is to be done where ever necessary to give a flat surface.
- c) On the prepared surface the existing design which was traced on a tracing paper is to be traced back on the surface. (Photo documentation after retracing the design on the portion to be redone is an essential requirement)
- d) Jamia Glass/ mirror should be in convex shape and are to be cut in the required shape and design as per retracing.
- e) A paste for fixing the Glasses on walls is to be prepared by adding 250 gm fevicol in 2 kg of fine gypsum powder (POP). The so prepared paste shall be in a small quantity to be consumed with in two hours of its preparation.

Material Required: -

- a) Jamia Glass/ Mirror: Glass is should be in convex shape having gillett polish on the concave surface of the mirror.
- b) Fine gypsum Powder (POP) of approved quality.
- c) Fevicol /Araldite of approved quality.
- d) Gold leaf (24 Carrot) duly tested in approved lab.

10. Stain Glass, Paintings and Panels: -

- a) The wooden mould of the Jali's is to be made and over it design is to be made by Lime Surkhi Mortar 1:2.
- b) Copper sheet is to be cut in the existing design of Jali and the color glasses are to be fixed in between the gaps.
- c) At the Back of the Stain Glass silver foil is to be fixed as required and thereafter these glass is to be fixed in the copper sheet.
- d) On plain glass design/painting with the oxide colours is to be done in which the colored stained glasses are to be fixed.
- e) Conservation of Paintings and portraits of glass is to be done by cleaning with the help of approved chemicals under the strict supervision and after this the lost portions is be done and by fixing mica/ copper thin sheet behind the glasses according to original old design by using paste of gypsum powder mixed with fevicol complete with all stucco works in P.O.P. as per existing design.

Material Required: -

- a) Colored stained glasses (Italian/ Belgium)
- b) Plaster of Paris (Fine quality)
- c) Fevicol
- d) Plain Mirror (2-3 mm)
- e) Wooden Frame (Sheesham/ sal wood)
- f) Copper/Mica sheet (2-3 mm)
- g) Gold/ Silver Leafs

- 11 Any other specifications shall be as stated in "G" schedule or as directed by Engineer in charge at the time of execution.
- 12 All works shall be carried out as per Archaeological principles of restoration/conservation and strictly under direction of Engineer in Charge.

Material

The Contractor shall submit to the Engineer-in-Charge or his representative, samples of the materials which will form part of the permanent works, sufficiently in advance of the start of the work, so that necessary tests can be carried out for the approval of the Engineer In Charge or his representative, before using any such material on site. Samples for the basic materials shall be submitted from every supplier and from each consignment; if materials differ from one consignment to another, the consignment differing from the accepted sample shall be replaced by the Contractor free of cost. The format will be provided by Engineer In Charge.

The testing of materials to be used in the Works, or of the quality of finished items shall generally be done in a laboratory approved by the Engineer-in-Charge or his representative. All testing charges shall be borne by the Contractor.

**DETAILS OF MAJOR ITEMS OF CONSTRUCTION PLANT AVAILABLE FOR
THIS WORK.**

S. No.	Particulars	Make	Year of manufacture	Nos.	Whether owned or confirmed lease
1	Lime mortar Mill				
2	Scaffolding Material				
3	Movable Gantry Crane etc.				
4	Any other T&P for the purpose.				
5					
6					
7					
8					

Signature of Contractor

**Details of Key Personnal intended to be employed for this work
(use separate sheet if necessary)**

- A. Technical Personnal
 - (1)
 - (2)
 - (3)
 - (4)

- B. Administrative Personnal
 - (1)
 - (2)
 - (3)
 - (4)

- C. Master Craftsmen
 - (1)
 - (2)
 - (3)
 - (4)

- D. Craftsmen
 - (1)
 - (2)
 - (3)
 - (4)

- E. Any other
 - (1)
 - (2)
 - (3)
 - (4)

Signature of Contractor