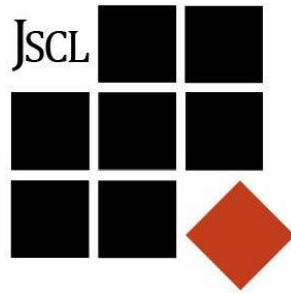


# Jaipur Smart City Limited



## INVITATION FOR BID (IFB)

**Bid Reference No. JSCL/ Works/26/2018 -19**

### **Bidding Document for**

**Design, Supply, Installation and O&M of 10 Nos. of  
VMS at Jaipur**

**January – 2018**

### **Jaipur Smart City Limited**

JMC Building, Pt. Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur-302016  
Phone No. 0141-2741346/2741347, E-Mail ID: jscljaipur@gmail.com

# **Bid Reference No. No. JSCL/Smart City Works/26/2018-19**

## **Bidding Document**

### **Table of Contents (Volume 1)**

<b>Notice Inviting Bids: .....</b>	
<b>Section-I: Instructions to Bidders .....</b>	
<b>Section-II: Bid Data Sheet .....</b>	
<b>Section-III: Evaluation and Qualification Criteria .....</b>	
<b>Section-IV: Bidding Forms .....</b>	
<b>Section-V: Procuring Entity's Requirements.....</b>	
<b>Section-VIA: General Conditions of Contract.....</b>	
<b>Section-VIB: Special Conditions of the Contract/ Contract Data</b>	
<b>Section-VIC: Contract Forms .....</b>	
<b>Section-EMP for Sub-Projects .....</b>	
<b>Section-Environmental and Social Management Framework .....</b>	

## **DISCLAIMER**

This request for proposal (RFP) contains brief information about the Project, Qualification Requirements, Eligibility Criteria and the Selection process for the successful bidder. The purpose of this RFP documents is to provide bidders with information to assist in the formulation of their proposal ('proposal').

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the bidder(s)), in writing by or on behalf of Jaipur Smart City Limited

(JSCL) is provided to Bidder(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for JSCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the proposed Project than others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.

JSCL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy; reliability or completeness of the RFP document and information provided hereunder is only to the best of the knowledge of JSCL.

Intimation of discrepancies in the RFP, if any, should be given to the office of the JSCL immediately by the Bidder. If JSCL receives no written communication, it shall be deemed that the Bidders are satisfied that the RFP document is complete in all respects. This RFP, along with its Annexures, is not transferable and will be issued only to the interested Bidding Company or the Lead Member of the interested Bidding Consortium. The RFP and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project in accordance with this RFP, this RFP must be kept confidential.

This RFP document is not an agreement and is not an offer or invitation by JSCL to any other party. The terms on which the Project is to be developed and the right of the successful bidder shall be as set out in separate agreement contained herein. JSCL reserves the right to accept or reject any or all proposals without giving any reasons thereof. JSCL will not entertain any claim for expenses in relation to the preparation of RFP submissions.

Neither Jaipur Smart City Limited, nor its employees and advisors/consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information supplied by or on behalf of JSCL or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said Project.

The purchaser of the RFP, which may be the Bidder or the lead Member of the Bidding Consortium and on behalf of each Member of such Consortium, shall be deemed to have confirmed that the Bidders are fully satisfied with the process of evaluation of the Responses and the JSCL's decision regarding the qualification or disqualification or short listing of the Bidders. The Bidders hereby expressly waive any and all objections or claims in respect thereof.

This RFP may be withdrawn or cancelled by JSCL at any time without assigning any reasons thereof. JSCL further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.

# Jaipur Smart City Limited

JMC Building, Pt Deendayal Upadhyay Bhawan,  
Lal Kothi, Tonk Road, Jaipur – 302016  
E-Mail ID: jscljaipur@gmail.com

## NOTICE INVITING TENDER

### Bid Reference No. JSCL/Smart City Works/26/2018-19

Jaipur Smart City Limited (JSCL), Jaipur invites online e-bids from reputed contracting firms who have experience in multidisciplinary urban Infrastructure Projects for the following work.

Sl. No.	Name of Work	Estimated Project Cost	Earnest Money deposit(Rs.)	Tender document Fee	Bid processing fee	Period of Completion
1	Integrated Development of Chaugan Stadium and Development of Sports Facilities in SMS Stadium, Jaipur	Rs. 22.09 Crores (Rupees twenty-two Crore nine lakhs only)	Rs. 44.18 Lakh (Rupees forty-four lacs eighteen thousand only)	Rs. 20,000.00 (Rupees Twenty Thousands Only)	Rs. 1000.00 (Rupees One Thousand Only)	12 Months (Twelve Months)
2	VMS (Variable Message Signage) Design, Supply, Installation, Testing, Commissioning and Post Implementation Operation and Maintenance for 60 months at 10 locations in Jaipur.	5.70 Crores (Rupees Five Crores and Seventy Lakhs only)	11.40 Lakh (Rupee Eleven Lakh and Forty thousands only)	Rs.20,000.00 (Rupees Twenty Thousand Only)	Rs. 1000.00 (Rupees One Thousand Only)	6 months and 60 months of post implementation operation and maintenance.
3	Infrastructure and Renovation works for 26 schools of Jaipur	Rs. 4.29 Crores (Rupees Four Crores and Twenty-Nine Lakh only)	Rs. 8.58 Lakh (Rupees Eight Lakh and Fifty-eight thousand only)	Rs.20,000.00 (Rupees Twenty Thousand Only)	Rs. 1000.00 (Rupees One Thousand Only)	6 Months (Six Months)

### Salient Date and Time

(i)	Bid document Downloading and Submission Start Date and time	8 <sup>th</sup> January, 2018 at 11:00 am
(ii)	Bid document Downloading End Date and time	8 <sup>th</sup> February, 2018 at 5 :00 PM
(iii)	Pre-bid Meeting for work 1	17 <sup>th</sup> January, 2018 at 11:00 AM
	Pre-bid Meeting for work 2	17 <sup>th</sup> January, 2018 at 3:00 PM
	Pre-bid Meeting for work 3	18 <sup>th</sup> January, 2018 at 11:00 PM
(iv)	Venue of Pre-bid meeting	Jaipur Smart City Limited JMC Building, Pt Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur – 302016
(v)	Last date and time of Online submission of technical proposal and financial proposal	8 <sup>th</sup> February, 2018 at 5:00 PM
(vi)	Last date and time of Physical submission of EMD, Bid document fee Bid processing fee & Power of Attorney	9 <sup>th</sup> February, 2018, Upto 5:00 PM
(vii)	Opening of bid online (Technical proposal only)	12 <sup>th</sup> February, 2018 at 3:00 PM

### Terms:

- Demand draft of EMD and Bid Cost are to be submitted in favour of Chief Executive Officer, Jaipur Smart City Limited, Jaipur & Bid Processing fee in favour of Managing Director, RISL, Jaipur.
- This notice and bid documents are available on following internet site address for e tender [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) or <http://sppp.rajasthan.gov.in>
- A complete set of bid documents can be downloaded from above websites.
- Bids shall remain valid for 120 days (one hundred and twenty days) from the date of submission of the bid

- e. Any bid not accompanied by Bid document fee, Bid processing fee and Earnest Money as in the NIT will be rejected as nonresponsive.
- f. Complete e-Tender must be submitted on-line on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)
- g. Any addendum, clarification to the bidder's queries and corrigendum will be published on the [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) or <http://sppp.rajasthan.gov.in> and will not be published in the Newspapers.

**Chief Executive Officer  
Jaipur Smart City Limited**

Section I: Instructions to Bidders

*Contents*

1	General	5
2	Contents of Bidding Document	9
3	Preparation of Bids	13
4	Submission and Opening of Bids	23
5	Evaluation and Comparison of Bids	29
6	Award of Contract	36
7	Grievance Handling Procedure during Procurement Process (Appeals)	41
8	Appendix A : Grievance Handling Procedure during Procurement Process (Appeals)	42

**Important Instruction:-** *The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency Public Procurement Rules, 2013” [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.rajasthan.gov.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 Act and the Rules shall prevail.*

<b>1. General</b>			
<b>1.1</b>	<b>Scope of Bid</b>	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 supply of Goods/ equipment and Related Services incidental thereto as specified in Section V [Schedule of Supply (SS)].
		1.1.2	Throughout this Bidding Document : i. the term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt; ii. if the context so requires, singular means plural and vice versa; and iii. “Day” means calendar day.
<b>1.2</b>	<b>Source of Funds</b>	1.2.1	The expenditure on this project..... [Name of Project] will be met by budgetary resources of Government of Rajasthan/ Procuring Entity.
<b>1.3</b>	<b>Code of Integrity</b>	1.3.1	Any person participating in the procurement process shall -  (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process; (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;



			<ul style="list-style-type: none"> <li>(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;</li> <li>(f) not obstruct any investigation or audit of a procurement process;</li> <li>(g) disclose conflict of interest, if any; and</li> <li>(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.</li> </ul>
	Conflict of Interest	1.3.2	<p>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>i . 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"> <li>a. have controlling partners/shareholders in common; or</li> <li>b. receive or have received any direct or indirect subsidy from any of them; or</li> <li>c. have the same legal representative for purposes of this Bid; or</li> <li>d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or</li> <li>e. 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</li> <li>f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or</li> <li>g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.</li> </ul>

			<p>ii. 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>
	Breach of Code of Integrity by the Bidder:	1.3.3	<p>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>
<b>1.4</b>	<b>Eligible Bidders</b>	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> <ul style="list-style-type: none"> <li>(a) all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and</li> <li>(b) 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 or 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.</li> </ul>
		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 a country not declared ineligible 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.</p>

		1.4.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		1.4.4	A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by - (a) any Procuring Entity, if debarred by the State Government; and (b) a Procuring Entity if debarred by such procuring Entity.
		1.4.5	The Bidder must be manufacturer, or where permitted, distributor, authorised dealer, registered Bidder, bona-fide dealer in the Goods and if required he shall furnish necessary proof for the same in the specified format. Where applicable, proof of authorisation by the manufacturer or country distributor in India, shall be enclosed.
		1.4.6	<p>i. Any change in the constitution of the firm, etc., shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relieve any former 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, empanelment or registration process has been conducted prior to the Bidding process, this Bidding will 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	No Bidder who is not registered under the Sales Tax Act prevalent in the State where his business is located shall bid. The Sales Tax Registration Number must be quoted and a VAT/ Sales Tax Clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the Bid is liable to be rejected.
<b>1.5</b>	<b>Eligible Goods and Related Services</b>	1.5.1	All Goods and Related Services to be supplied under the Contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.
		1.5.2	For purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “Related Services” includes services such as insurance, installation, transportation, testing, commissioning, training, and mandated operation and maintenance, as applicable.
		1.5.3	The term “ country of origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
		1.5.4	The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.
		1.5.5	If so required in the Bid Data Sheet (BDS), a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorisation using the form included in Section IV [Bidding Forms] to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply these Goods in India.

<b>2. Contents of Bidding Document</b>			
<b>2.1</b>	<b>Sections of the Bidding Document</b>	2.1.1	<p>The Bidding Document consists of Parts 1, 2, and 3, 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><b>Part 1: Bidding Procedures</b>            Section I. Instructions to Bidders (ITB)            Section II. Bid Data Sheet (BDS)            Section III. Evaluation and Qualification Criteria            Section IV. Bidding Forms</p> <p><b>Part 2: Supply Requirements</b>            Section V.            (a) Schedule of Supply, installation/ commissioning, Mandatory operation and maintenance, training etc.            (b) Specifications/ conformance to standards, designs and drawings etc.</p> <p><b>Part 3: Contract</b>            Section VI A. General Conditions of Contract [GCC]            Section VI B. Special Conditions of Contract [SCC]            Section VI C. Contract Forms</p> <p>The Notice Inviting Bids issued by the Procuring Entity shall also be a part of the Bidding Document.</p>

		2.1.2	<p>i. The sale of Bidding Document shall be commenced from the date of publication of Notice Inviting Bids and shall be stopped one day prior to the date of opening of Bids. The complete Bidding Document shall also be placed on the website of State Public Procurement Portal. The prospective Bidders shall be permitted to download the Bidding Document from the website and pay its price while submitting the filled-up Bidding Document to the Procuring Entity, or e-procurement gateway, if the facility is available.</p> <p>ii. The Bidding Document shall be made available to any Bidder who pays the price for it, as specified in the BDS, in cash or by bank demand draft, banker's cheque of a Scheduled Bank, unless the procurement is reserved for any specific category of Bidders:</p> <p>iii. Bidding Document purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa, if permitted in BDS.</p>
		2.1.3	<p>The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Procuring Entity or not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal.</p>
		2.1.4	<p>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 rejection of the Bid.</p>

<p><b>2.2</b></p>	<p><b>Clarification of Bidding Document and Pre-Bid Conference</b></p>	<p>2.2.1</p>	<p>The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the Goods and Related Services to be supplied. 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 at the Procuring Entity’s address indicated in the BDS. The Procuring Entity will respond in writing 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 Procuring Entity shall forward copies of its response to all Bidders who have acquired/procured the Bidding Document directly from it including a description of the inquiry but without identifying its source. It shall also be placed on the websites of 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].</p>
		<p>2.2.2</p>	<p>The Bidder or his authorised 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.</p>
		<p>2.2.3</p>	<p>The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Pre- Bid Conference.</p>
		<p>2.2.4</p>	<p>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 have acquired the Bidding Document and will also be placed on the State Public 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 Bidding Document) and not through the minutes of the Pre-Bid Conference.</p>

		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.
<b>2.3</b>	<b>Amendment of Bidding Document</b>	2.3.1	Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the website of State Public Procurement Portal for prospective bidders to download.
		<b>2.3.2</b>	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.
		2.3.3	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 who have procured the Bidding Document from the Procuring Entity and also by uploading it on the website of State Public Procurement Portal.
<b>3. Preparation of Bids</b>			
<b>3.1</b>	<b>Cost of Bidding</b>	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	<p>The Bidder shall furnish the attested copies of following documents with its Bid:-</p> <ol style="list-style-type: none"> <li>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 the Bid, authorizing him to represent all partners of the firm.</li> <li>ii. VAT/ Sales Tax registration certificate and VAT/Sales Tax clearance certificate from the concerned Commercial Taxes Officer and Permanent Account Number (PAN) issued by Income-Tax Department.</li> <li>iii. Address of residence and office, telephone numbers e-mail address, if any in case of sole Proprietorship.</li> <li>iv. Registration certificate and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority. Power of attorney in favour of the person signing the Bid.</li> <li>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.</li> </ol>
<b>3.2</b>	<b>Language of Bid</b>	3.2.1	<p>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 the 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 a self attested accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<b>3.3</b>	<b>Documents Comprising the Bid</b>	3.3.1	<p>The Bid shall comprise of two envelopes submitted simultaneously, one containing the Technical Bid and the other the Financial or Price Bid, enclosed together in an outer single envelope.</p>
		3.3.2	<p>The Technical Bid shall contain the following :</p> <ol style="list-style-type: none"> <li>i. Technical Bid Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given Section IV, Bidding Forms;</li> <li>ii. proof of payment of price of Bidding Document, processing fee/ user charges, where applicable, Bid</li> </ol>

			<p>Security, in accordance with ITB Clause 3.13;</p> <p>iii. alternative Technical Bid, if permissible, in accordance with ITB Clause 3.5;</p> <p>iv. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.14;</p> <p>v. documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder's eligibility to bid;</p> <p>vi. documentary evidence in accordance with ITB Clause 3.9, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</p> <p>vii. documentary evidence in accordance with ITB Clauses 3.10, that the Goods and Related Services conform to the Bidding Document;</p> <p>viii. documentary evidence in accordance with ITB Clause 3.11 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;</p> <p>ix. samples, as required or where asked for, and the specifications, installation, testing, commissioning and performance requirements. For installation and commissioning the Bidder should confirm the availability of qualified and experienced technical personnel as required;</p> <p>x. Drawings/ designs in support of the Goods to be supplied;</p> <p>xi. any other document required in the BDS; and</p> <p>xii. others considered necessary otherwise to strengthen the Bid submitted.</p>
		3.3.3	<p>The Financial Bid shall contain the following:</p> <p>i. Financial Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.6 and 3.7;</p> <p>ii. Alternative Financial Bid/ Price Proposal corresponding to the alternative Technical Proposal, if permissible, in accordance with ITB Clause 3.5; and</p> <p>iii. Any other document required in the BDS.</p>
<b>3.4</b>	<b>Bid Submission Sheets and Price Schedules</b>	3.4.1	<p>The Bidder shall submit the Technical Bid and Financial Bid using the appropriate 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 ink or typed with the information requested.</p>

		3.4.2	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms provided in Section IV, Bidding Forms.
<b>3.5</b>	<b>Alternative Bids</b>	3.5.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered.
<b>3.6</b>	<b>Bid Prices and Discounts</b>	3.6.1	The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified in following Sub-Clauses:
		3.6.2	All items in the Schedule of Supply must be specified/ listed and priced separately in the Financial Schedules. If a Financial Schedule shows items specified/ listed but not priced, these may be marked as Not Quoted.
		3.6.3	The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Discounts, if permitted, shall be shown separately.
		3.6.4	The Bidder shall quote any unconditional discounts, if permitted, and the methodology for their application in the Financial Bid Submission Sheet.
		3.6.5	In Case of International Competitive Bidding, the terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, on the date of the Invitation for Bids or as specified in the BDS.
		3.6.6	Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this Sub-Clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Entity.

			<p>This shall not in any way limit the Procuring Entity’s right to contract on any combination of the terms offered:</p> <p>(a) For Goods offered from within India:</p> <ol style="list-style-type: none"> <li>i. The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory, or on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf. If requested, excise duty is to be shown separately.</li> <li>ii. Sales tax/ VAT and all other taxes applicable in India and Rajasthan or other payable on the Goods if the Contract is awarded to the Bidder; and</li> <li>iii. The total price FOR at site or place of delivery of the item.</li> </ol> <p>(b) For Goods offered from outside India:</p> <ol style="list-style-type: none"> <li>i. the price of the Goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in India, as specified in the BDS;</li> <li>ii. the price of the Goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS;</li> <li>iii. the total price FOR at site or place of delivery for the item.</li> </ol> <p>(c) For Related Services:</p> <ol style="list-style-type: none"> <li>i. the local currency cost component of each item comprising the Related Services; and</li> <li>ii. the foreign currency cost component, if permitted, of each item comprising the Related Services, inclusive of all statutory taxes, custom duties, sales, service and other similar taxes applicable in India, payable on the Related Services, if the Contract is awarded to the Bidder.</li> </ol>
		3.6.7	<p>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,</p>

			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.
		3.6.8	If Bids are being invited for individual contracts (lots) or for any combination of contracts (packages), unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB Clause 3.6.4, provided the Bids for all lots are submitted and opened at the same time.
		3.6.9	All rates quoted must be FOR destination and should include all incidental charges except Central/ Rajasthan Sales Tax/ VAT, Entry Tax, which should be shown separately. No cartage or transportation charges will be paid by Procuring Entity and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises of the Procuring Entity.
<b>3.7</b>	<b>Currencies of Bid.</b>	3.7.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS in case of International Competitive Bidding (ICB). All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.
<b>3.8</b>	<b>Documents Establishing the Eligibility of the Bidder</b>	3.8.1	To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall: <ul style="list-style-type: none"> <li>i. complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV [Bidding Forms];</li> <li>ii. if the Bidder is an existing or intended 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 authorised signatories of all the parties to the existing or intended JV, Consortium or Association as appropriate; and</li> <li>iii. the existing or intended JV shall authorise an individual/partner in one of the firm of the JV to act and</li> </ul>

			commit all the partners of JV for the Bid.
<b>3.9</b>	<b>Documents Establishing the Eligibility of the Goods and Related Services</b>	3.9.1	To establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 1.5 [Eligible Goods and Related Services], Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section IV [Bidding Forms].
<b>3.10</b>	<b>Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document</b>	3.10.1	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and conformance to BIS or other acceptable codes) and where asked for, supply samples, demonstrate trials or carry out tests as specified in Section V, Schedule of Supply and any amendment thereof issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document].
		3.10.2	The documentary evidence may be in the form of literature, design/drawings or data etc., and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a duly signed statement of deviations and exceptions to the provisions of Section V [Schedule of Supply].
		3.10.3	Standards for workmanship, process, material, operation and maintenance and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Supply, are the minimum acceptable standards and are intended to be descriptive only and not restrictive. The Bidder may offer other standards of better quality, brand names, and/ or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.
		3.10.4	Bids for articles, if any, specified in Section V [Schedule of Supply] shall be accompanied by two set of samples of the articles bid, where asked for, properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples for catering/ food items should be given in a suitable/ non-contaminating plastic box or in food grade polythene bags at the cost of the Bidder.

		3.10.5	Each sample shall be marked suitably either by writing on the sample or on a slip of durable paper securely fastened to the sample, the name of the Bidder and serial number of the item, of which it is a sample in the Schedule of Supply.
		3.10.6	Approved samples would be retained free of cost upto the period of six months after the expiry of the Contract. The Procuring Entity shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained. The samples shall be collected by the Bidder on the expiry of stipulated period. The Procuring Entity shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Procuring Entity and no claim for their cost, etc., shall be entertained.
		3.10.7	Samples not approved shall be collected by the Bidders. The Procuring Entity will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
<b>3.11</b>	<b>Documents Establishing the Qualifications of the Bidder</b>	3.11.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Section III [Evaluation and Qualification Criteria].
<b>3.12</b>	<b>Period of Validity of Bids</b>	3.12.1	Bids shall remain valid for 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.
		3.12.2	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. If a Bid Security is requested in accordance with ITB Clause 3.13 [Bid Security] it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

3.13	<b>Bid Security</b>	3.13.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in the BDS.
		3.13.2	Bid Security shall be 2% of the estimated value of subject matter of procurement put to bid or as specified by the State Government. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the value of the quantity offered for supply and in case of Sick Industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the estimated value of Bid.
		3.13.3	The Bid Security may be given in the form of cash, banker's cheque or bank demand draft or bank guarantee, in specified format, of a Scheduled Bank in India or deposit through eGRAS, as specified in BDS.
		3.13.4	In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Section IV [Bidding Forms].
		3.13.5	Bid Security instrument or cash receipt of Bid Security 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.
		3.13.6	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.
		3.13.7	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.
		3.13.8	Prior to presenting a submission, a Bidder may request the Procuring Entity to confirm the acceptability of proposed



			issuer of a Bid Security or of a proposed confirmer, if different than as specified in Clause 3.13.3. The Procuring Entity shall respond promptly to such a request.
		3.13.9	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.
		3.13. 10	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security by the successful Bidder pursuant to ITB Clause 6.5 [Performance Security].
		3.13. 11	<p>The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:-</p> <ol style="list-style-type: none"> <li>i. when the Bidder withdraws or modifies his Bid after opening of Bids; or</li> <li>ii. when the Bidder does not execute the agreement in accordance with ITB Clause 6.4 [Signing of Contract] within the specified time after issue of letter of acceptance/ placement of supply order; or</li> <li>iii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</li> <li>iv. when the Bidder does not deposit the Performance Security in accordance with ITB Clause 6.5 [Performance Security] in the specified time period after the supply / work order is placed; or</li> <li>v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, Chapter VI of the Rules and ITB Clause 1.3; or</li> <li>vi. if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5. [Correction of Arithmetical Errors].</li> </ol>

		3.13.12	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.
		3.13.13	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 Bid Security shall be submitted in the names of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 3.8.1 [Documents Establishing the Eligibility of the Bidder].
<b>3.14</b>	<b>Format and Signing of Bid</b>	3.14.1	The Bidder shall prepare one original of the Technical Bid and one original of the Financial Bid as described in ITB Clause 3.3 and clearly mark each “ORIGINAL - TECHNICAL BID” and “ORIGINAL – FINANCIAL BID”. In addition, the Bidder shall submit copies of the Technical Bid and the Financial Bid, in the number specified in the BDS and clearly mark them “COPY NO... - TECHNICAL BID” and “COPY NO.... - FINANCIAL BID”. In the event of any discrepancy between the original and the copies, the original shall prevail. The original and copies of Bid shall be properly bound. All pages shall be serially numbered.
		3.14.2	The original and all copies of the Bid shall be typed or written in ink and its all pages shall be signed by the Bidder or a person duly authorised to sign on behalf of the Bidder/ JV. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid.
		3.14.3	Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Bid.
<b>4. Submission and Opening of Bids</b>			
<b>4.1</b>	<b>Sealing and Marking of Bids</b>	4.1.1	Bidders may submit their Bids by post or by hand or directly dropped in the Bid Box, where provided but if so specified in the Bidding Documents, Bidders shall submit their Bids electronically only. Bidders submitting their Bids electronically shall follow the electronic Bid submission procedure as specified on the State e-

			Procurement Portal, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> .
		4.1.2	The Bidder shall enclose the original of the Technical Bid, the original of the Financial Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative bids, if permitted in accordance with ITB Clause 3.5, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID”, “ORIGINAL – FINANCIAL BID” and “COPY NO... - TECHNICAL BID” and “COPY NO.... – FINANCIAL BID”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single outer envelope.
		4.1.3	The inner and outer envelopes shall- (a) bear the name and complete address along with telephone/ mobile number of Bidder; (b) bear complete address of the Procuring Entity with telephone number, if any; (c) bear the specific identification of the bidding process pursuant to Notice Inviting Bids and the date and time of submission of Bid. Any additional identification marks as specified in the bidding document be also indicated; and (d) The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to be opened before the time and date for the opening of Technical Bids, as specified in ITB Clause 4.5 and Notice Inviting Bids. (e) The inner envelopes containing the Financial Bids shall bear a warning not to be opened until advised by the Procuring Entity in accordance with ITB Clause 4.5.
		4.1.4	If all envelopes are not sealed and marked as required, the Procuring Entity shall assume no responsibility about its consequences including misplacement and premature opening of the Bid.
		4.1.5	Alternative Bids, if permissible in accordance with ITB Clause 3.5.1 [Alternative Bids], shall be prepared, sealed, marked, and delivered with the inner envelopes marked in addition “ALTERNATIVE BID No: ....”, as appropriate.
<b>4.2</b>	<b>Deadline for Submission of Bids</b>	4.2.1	Bids shall be received, by the person designated for the purpose by the Procuring Entity or directly dropped in the Bid Box, or submitted electronically, where asked for at the place and upto the time and date specified in the Notice

			Inviting Bids or an extension issued thereof.
<b>4.3</b>	<b>Late Bids</b>	4.3.1	The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 4.2.1. Such Bids shall be declared late, rejected, and returned unopened to the Bidder.
<b>4.4</b>	<b>Withdrawal, Substitution and Modification of Bids</b>	4.4.1	<p>A Bidder may withdraw, substitute or modify its Bid Proposal after it has been submitted by sending a written Withdrawal/ substitutions/ modifications etc. Notice, duly signed by the Bidder or its authorised representative, and shall include a copy of the authorisation in accordance with ITB Sub-Clause 3.14.2 [Format and Signing of Bid]. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be:</p> <ol style="list-style-type: none"> <li>i. submitted in accordance with ITB Sub-Clauses 3.14 [Format and Signing of Bid] and 4.1 [Sealing and Marking of Bids], the respective inner and outer envelopes shall be clearly marked "WITHDRAWAL"; "SUBSTITUTION", or "MODIFICATION" and</li> <li>ii. received by the Procuring Entity prior to the deadline specified by the Procuring Entity for submission of Bids in accordance with ITB Sub-Clause 4.2.1 [Deadline for Submission of Bids].</li> </ol>
		4.4.2	Bid Proposals that are withdrawn in accordance with ITB Sub- Clause 4.4.1 [Withdrawal of Bids] shall be returned unopened to the Bidders.
		4.4.3	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 3.12. [Period of Validity of Bids] or any extension thereof.
<b>4.5</b>	<b>Bid Opening</b>	4.5.1	The sealed Bid box 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 authorised representatives, who choose to be present.

		4.5.2	The Bids receiving person shall also hand over all the Bids received by him up to the time and date for submission of Bids to the Convener of Bids opening committee and obtain his signature in the Bids receipt register.
		4.5.3	The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
		4.5.4	If electronic Bidding is adopted, specific electronic Bids opening procedure as specified on the State e-Procurement Portal shall be followed. The Bidders may witness the electronic Bid opening procedure online.
		4.5.5	<p>The Bids shall be opened by the Bids opening committee in the presence of the Bidders or their authorised representatives who choose to be present. All outer envelopes and inner envelopes containing Technical Bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed, and then opened. The envelopes shall be numbered as a/n, where ‘a’ denotes the serial number at which the Bid envelope has been taken for opening and ‘n’ denotes the total number of Bids received by specified time.</p> <p>The Financial Bids will remain unopened and will be held in custody of the Procuring Entity until the time of opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the Procuring Entity.</p>
		4.5.6	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.
		4.5.7	First, envelopes marked as “WITHDRAWAL” shall be opened, read out, and recorded and the envelope containing the corresponding Technical Bid shall not be opened, but returned to the Bidder. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice

			<p>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 Bid shall be opened.</p> <p>Next, envelopes marked as “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/ or Substitution Financial Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Financial Bids will remain unopened in accordance with ITB Sub-Clause 4.5.5. 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>Outer envelopes marked as “MODIFICATION” shall be opened thereafter. 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 4.5.5.</p>
		4.5.8	<p>All other envelopes containing the Technical Bids/ Proposals shall be opened one at a time and the following read out and recorded-</p> <ol style="list-style-type: none"> <li>i. the name of the Bidder;</li> <li>ii. whether there is a modification or substitution;</li> <li>iii. whether proof of providing Bid Security or Bid Securing Declaration, if required, payment of price of the Bidding Document, user charges or processing fee, where applicable, have been enclosed;</li> <li>iv. any other details as the Bids opening committee may consider appropriate.</li> </ol> <p>After all the Bids have been opened, they shall be initialed and dated on the first page and other important papers of the each Bid by the members of the Bids opening committee.</p>

		4.5.9	Only Technical Bids including alternative Technical Bids, if permitted, which are read out and recorded at the bid opening shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except the late Bids, Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment or instrument of the required price of Bidding Document, processing fee or user charges (in case of e-procurement) and Bid Security.
		4.5.10	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 proof of payment of price of Bidding documents, processing fee or user charges and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Bids opening committee shall also sign the record with date.
		4.5.11	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 opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the Procuring Entity. Bidders shall be given reasonable notice of the date of opening of Financial Bids.
		4.5.12	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 and return their Financial Bids unopened after signing of the Contract agreement with the successful bidder.
		4.5.13	The Procuring Entity shall conduct the 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.

		4.5.14	All envelopes containing the Financial Bids shall be opened one at a time. After all the Bids have been opened, they 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, delivery 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. The original and additional copies of the Bid shall be marked accordingly. Alterations/ corrections/ additions/ over-writings shall also be signed to make it clear that such alteration, etc. were existing in the Bid at the time of opening.
		4.5.15	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 (per lot, if applicable), any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Bids opening committee shall also sign the record with date.
<b>5 Evaluation and Comparison of Bids</b>			
<b>5.1</b>	<b>Confidentiality</b>	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 the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result 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



			should 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.
<b>5.2</b>	<b>Clarification of Technical or Financial Bids</b>	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 its 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.
<b>5.3</b>	<b>Deviations, Reservations and Omissions in Technical or Financial Bids</b>	5.3.1	During the evaluation of Technical or Financial Bids, the following definitions shall apply: <ul style="list-style-type: none"> <li>i. "Deviation" is a departure from the requirements specified in the Bidding Document;</li> <li>ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>

5.4	<b>Nonmaterial Nonconformities in Technical or Financial Bids</b>	5.4.1	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (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 that 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.
5.5	<b>Correction of Arithmetical Errors in Financial Bid</b>	5.5.1	<p>Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>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.</li> </ul>
		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	<b>Preliminary Examination of Technical or Financial Bids</b>	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"> <li>i Bid is signed, as per the requirements listed in the Bidding Document;</li> <li>ii Bid has been sealed as per instructions provided in the Bidding Document;</li> <li>iii Bid is valid for the period, specified in the Bidding Document;</li> <li>iv Bid is accompanied by Bid Security or Bid Securing Declaration;</li> <li>v Bid is unconditional and the Bidder has agreed to give the required performance Security;</li> <li>vi. Bid is submitted in the required Bidding Forms as per Section IV [Bidding Forms];</li> <li>vii. Price Schedules in the Financial Bid are in accordance with ITB Clauses 3.4 [Bid Submission Sheets and Price Schedules], and ITB Clause 3.6 [Bid Prices and Discounts] and where permitted, Alternative Bids in terms of ITB Clause 3.5 [Alternative Bids];</li> <li>viii. written confirmation of authorisation to commit the Bidder;</li> <li>ix. Manufacturer’s Authorisation, if applicable;</li> <li>x. Declaration by the Bidder in compliance of Section 7 and 11 of the Act;</li> <li>xi. other requirements, as specified in the Bidding Document are fulfilled.</li> </ul>
5.7	<b>Responsiveness of Technical or Financial Bids</b>	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 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> <p>(a) if accepted, would-</p> <ul style="list-style-type: none"> <li>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</li> <li>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</li> </ul> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p>
		5.7.3	<p>The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V, Schedule of Supply have been met without any material deviation or reservation.</p>
		5.7.4	<p>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.</p>
<b>5.8</b>	<b>Examination of Terms and Conditions of the Technical or Financial Bids</b>	5.8.1	<p>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.</p>
		5.8.2	<p>The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and 3.10 [Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document], to confirm that all requirements specified in Section V, Schedule of Supply 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.</p>

5.9	<b>Evaluation of Qualification of Bidders in Technical Bids</b>	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 3.11 [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	<b>Price and/ or Purchase Preference</b>	5.10.1	Price and/ or Purchase Preference, if applicable, shall be given in accordance with the policy of State Government notified / prevalent at the time of issue of NIB.
5.11	<b>Evaluation of Financial Bids</b>	5.11.1	The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.
		5.11.2	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.
		5.11.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: <ul style="list-style-type: none"> <li>i. the Bid Price quoted in the Financial Bid;</li> <li>ii. price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5. [Correction of Arithmetical Errors];</li> <li>iii. price adjustment due to discounts offered, if permitted, in accordance with ITB Sub-Clause 3.6.4 [Bid Prices and Discounts]; and</li> <li>iv. price and/ or purchase preference in accordance with ITB Clause 5.10 [Price and/ or Purchase Preference]</li> <li>v. price adjustment due to application of all the evaluation criteria specified in Section III [Evaluation and Qualification Criteria]. These criteria may include factors related to the characteristics, performance, and terms and conditions of procurement of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of the Bids, unless otherwise specified in</li> </ul>

			Section III [Evaluation and Qualification Criteria].
		5.11.4	<ul style="list-style-type: none"> <li>i. Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Section V [Schedule of Supply], including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.</li> <li>ii. In comparing the rates quoted by firms from outside Rajasthan and those in Rajasthan but not entitled to Price Preference under ITB Clause 5.10, the element of Rajasthan VAT shall be excluded whereas that of Central Sales Tax shall be included for comparison of rates.</li> <li>iii. While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax / VAT shall be included.</li> </ul>
<b>5.12</b>	<b>Comparison of Bids</b>	5.12.1	The Procuring Entity shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with ITB Clause 5.11 [Evaluation of Financial Bids].
<b>5.13</b>	<b>Post qualification of the Bidder</b>	5.13.1	The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
<b>5.14</b>	<b>Negotiations</b>	5.14.1	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, 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.
		5.14.2	<p>Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances-</p> <ul style="list-style-type: none"> <li>i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or</li> <li>ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.</li> </ul>

		5.14.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		5.14.4	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.
		5.14.5	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.
		5.14.6	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 till the counter offer is accepted and supply order may be awarded to the Bidder who accepts the counter-offer.
		5.14.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
<b>5.15</b>	<b>Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids</b>	5.15.1	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 thereby incurring any liability to the Bidders.
<b>6. Award of Contract</b>			
<b>6.1</b>	<b>Procuring Entity's Right to Vary Quantities</b>	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 Conditions of Contract.

		6.1.2	Repeat order for additional quantities may be placed within one month of completion of the supply. The value of the additional quantities may be upto 50% of the value of goods of the original Contract at the rates and conditions given in the Contract, provided the original supply order was given after inviting open competitive bids. Delivery period of goods may be proportionately increased.
<b>6.2</b>	<b>Dividing quantities among more than one Bidder at the time of award</b>	6.2.1	As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.
<b>6.3</b>	<b>Acceptance of the successful Bid and award of contract</b>	6.3.1	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.
		6.3.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
		6.3.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		6.3.4	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 Section III, Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.



		6.3.5	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.
		6.3.6	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 successful 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 successful Bidder given in its Bid.
<b>6.4</b>	<b>Signing of Contract</b>	6.4.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked 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 amount of Performance Security or a Performance Security Declaration, as 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. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
		6.4.2	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, as the case may be, 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.
		6.4.3	The Bid Security and samples, if any, of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.

<b>6.5</b>	<b>Performance Security</b>	6.5.1	Performance Security shall be solicited from the successful Bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, 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.
		6.5.2	The amount of Performance Security shall be five percent, or as specified in the BDS, of the amount of the supply order. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of Goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS.
		6.5.3	Performance Security shall be furnished in one of the following forms- i. deposit through eGRAS; or ii. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or iii. 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 iv. Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Clause 3.13 [Bid Security]; or v. 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.
		6.5.4	Performance Security furnished in the form of a document mentioned at options (ii) to (v) of Sub-Clause 6.5.3 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and operation and / or maintenance and defect liability period, if any.
		6.5.5	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.
		6.5.6	<p>Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases :-</p> <ul style="list-style-type: none"> <li>i. when the Bidder does not execute the agreement in accordance with ITB Clause 6.4 [Signing of Contract] within the specified time period; after issue of letter of acceptance/ placement of supply order; or</li> <li>ii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</li> <li>iii. when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or</li> <li>iv. When any terms and conditions of the contract is breached; or</li> <li>v. Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or</li> <li>vi. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.</li> </ul> <p>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.</p>

**7. Grievance Handling Procedure during Procurement Process (Appeals)**

<b>7</b>	<b>Grievance handling procedure during procurement process</b>	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 <b>Appendix A</b> to these ITB.
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## **Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)**

### **(1) Filing an appeal**

(a) If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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.

(b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

(c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

### **(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 bidding 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 and procedure of filing an appeal**

(a) An appeal 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 authorised 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 in India 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 No .....of .....

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

1. Particulars of appellant:

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

2. Name and address of the respondent(s):

- (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 SHEET

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	The Number of the Invitation for Bids (NIB) is: <b>JSCL/Smart City Works/26/2018-19</b> The Procuring Entity is: <b>Jaipur Smart City limited, Rajasthan</b> Name of Work: Design, Supply, Installation, Testing, Commissioning and Post Implementation Operation and Maintenance for 60 months for VMS (Variable Message Signage) at 10 locations in Jaipur. (Detailed Scope of work has been defined in Section V: Procuring Entity's Requirement)
1.1.2	<b>Period of Completion:</b> The Physical Works shall be completed in its entirety within <b>6 (Six) months</b> 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 or LOA. <b>and post implementation operation and maintenance for five (5) years</b>
1.1.3	<b>Estimated Cost of work is: Rs.570.00Lakh.</b>
ITB 1.4.1	Joint Ventures (JV) / Consortium/Association are permitted comprising not more than <b>3 (three)</b> firms/companies. <b>The minimum equity under JV / Consortium of lead firm should be 51% and other firm min 20% each.</b>
ITB 1.4.2	<b>"Bidders of Indian Nationality"</b> are only permissible.
ITB 1.4.5	The bidder may not be manufacturer.
ITB 1.4.8	Not applicable
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	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 20,000/-) while submitting the filled-up Bidding document to the Procuring Entity along with the processing fee of Rs 1,000/- separately in favour of RISL, Jaipur  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, Jaipur Smart City Limited payable at Jaipur; (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 RPPP; (iv) Letter of Technical Bid; (v) Power of Attorney; and (vi) Joint Venture (JV) / Consortium Agreement, if applicable. The bidder should upload scanned copies of these documents on e-procurement website along with their technical bids.
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ITB 2.2.1	For Clarification purposes only, the Procuring Entity's address is: <b>OFFICE OF THE CHIEF EXECUTIVE OFFICER</b> <b>Jaipur Smart City Limited.</b> JMC Building,PtDeendayalUpadhyayBhawanLalKothi,Tonk Road,Jaipur-302016 Phone No. 0414-2741346/2741347 , E-Mail ID: <a href="mailto:jscljaipur@gmail.com">jscljaipur@gmail.com</a>
ITB 2.2.2	A <b>Pre-bid Meeting</b> will take place at the JMC Building, Pt Deendayal Upadhyay Bhawan, LalKothi, Tonk Road,Jaipur-302016.on: <b>Date: 17<sup>th</sup> January 2018</b> <b>Time: 3 PM.</b> No Site visit shall be organised by the procuring entity. However, bidders are advised to visit the sites at their own expenses and if any support is required, shall be provided by the Executive Officer/Engineer.
ITB 2.2.3	The Bidders are requested, to submit questions in writing, to reach the Procuring Entity preferably not later than one week before the Pre-bid Meeting. However, Department may also consider questions / queries raised in writing only, during the Pre-bid Meeting.
ITB 2.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portals <a href="http://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a> and <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
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: <b>English</b>
ITB 3.3.1	The online 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: a) Financial Proposal Submission b) Price Schedule c) And other details as mentioned in Sec IV of Vol-01
ITB 3.6.7	The Prices quoted by the Bidder shall be fixed. However, all variations in taxes and duties occurring after 28 days of the final submission of the bid shall be adjusted to the Bidder's price. Applicable GST shall be borne by the Procuring Entity.
ITB 3.12	The Bid validity period shall be <b>120 (One hundred and twenty)</b> days from deadline for submission of bids.
ITB 3.13.2	Add following: Bid security shall be <b>of the value Rs11,40,000.00 (Rupees Eleven Lakh and forty</b>

	<b>thousand only), as indicated in NIB for all bidders.</b>
ITB 3.13.3	A Bid Security 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 45(forty five) days beyond the validity of the bid.
ITB 3.14.1	Only Digital signed copy shall be submitted through e-procurement website.
ITB 3.14.2	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 :</p> <p><b>OFFICE OF THE CHIEF EXECUTIVE OFFICER</b></p> <p>Jaipur Smart City Limited. JMC Building, PtDeendayalUpadhyayBhawanLalKothi, Tonk Road, Jaipur-302016 Phone No. 0414-2741346/2741347E-Mail ID: jscljaipur@gmail.com</p> <p><b>Bidders shall submit their Bids electronically only.</b></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 initialled by the Authorised 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"> <li>• 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.</li> <li>• Cost of bid document is <b>Rs.20,000/-</b> per tender should be deposited by Non Refundable Demand Draft drawn in favor of Chief Executive Officer, Jaipur Smart City Limited, Jaipur payable at Jaipur, whereas the Processing fee <b>Rs. 1,000/-</b> should be deposited by Non Refundable Demand Draft drawn in favour of MD, RISL, Jaipur payable at Jaipur. <b>Original documents along with above mentioned fees and other documents as per bid conditions, has to be deposited up to 05.00 PM on 9<sup>th</sup> February 2018 before opening of technical bid.</b></li> <li>• The Procuring Entity will not be responsible for any mistake occurred at the time of uploading of bid or thereafter.</li> <li>• If holiday is declared on submission &amp; opening date of tender the scheduled activity will take place on next working day.</li> </ul>
ITB 4.1.2	Bids are required to be submitted in Electronic Format, it shall be submitted on the e-procurement portal : <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
ITB 4.2.1	<p>The Deadline for electronic Bid submission is</p> <p><b>Date: 8<sup>th</sup> February 2018</b></p> <p><b>Time: 05:00 PM</b></p>
ITB 4.4.1,4.4.5	<p>The online Bid opening shall take place at:</p> <p><b>OFFICE OF THE CHIEF EXECUTIVE OFFICER</b></p> <p><b>Jaipur Smart City Limited.</b></p>

Volume-I Section-II: Bidding Data

Installation of VMS

	<p>JMC Building, PtDeendayalUpadhyayBhawan, LalKothi, Tonk Road, Jaipur-302016                  Phone No. 0414-2741346/2741347E-Mail ID: jscijaipur@gmail.com</p> <p>The tendering process shall be conducted online only; DD/BC tender fee, processing fee and Bid Security shall be submitted physically up to deadline described in tender document.</p>
ITB 4.5.4	The Procuring Entity will open the Financial proposal as per e-tendering procedure.

**E. Award of Contract**

ITB 6.4.1	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 30 Days.
ITB 6.4.3	<p>The procuring entity shall promptly return the bid security after the earliest of the following events, namely:</p> <ol style="list-style-type: none"> <li>1. The expiry of validity of bid security</li> <li>2. The execution of agreement for procurement and performance security is furnished by the successful bidder;</li> <li>3. The cancellation of the procurement process; or</li> <li>4. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.</li> </ol>
ITB 6.5.2	<p>Performance Security amounting to total 5 % of contract value and provisional sum) for all bidders irrespective of whether Government Owned Company/ Undertakings/ Corporations/ Autonomous Bodies/ Co-operative Societies, etc. shall be submitted as follows:</p> <ol style="list-style-type: none"> <li>(i) Contractor shall submit Performance Security in advance at the time of signing agreement in form of Bank Guarantee as per latest rules under RTPP act. The Bank Guarantee 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 en-cashable/invocable at Town for which tenders are invited or submitted at Jaipur. However, additional security amount, when deposited by the Contractor, shall be released after completion of works, if so requested by the Contractor.</li> <li>(ii) If there is no reason to retain the Performance Security, it shall be returned back to the contractor within 60 days after the satisfactory completion of the defect liability period.</li> </ol>
7.1	<p>First Appellate Authority shall be: Dy. Secretary/Joint secretary, LSGD, Rajasthan</p> <p>Second Appellate Authority shall be: Secretary/Principal Secretary, LSGD, Rajasthan.</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].*

Volume-I Section-III: Evaluation and Qualification Criteria  
Installation of VMS

**B. Qualification Criteria:**

**1. Eligibility:**

	Criteria	Compliance Requirements				Documents Submission Requirements
		Single Entity	Joint Venture			
	Requirement		All Partners Combined	Each Partner	One partner	
<b>i) Nationality</b>	Nationality with accordance with ITB sub Clause 1.4.2	Must meet requirement	Must meet requirement	Must meet requirement	Not Applicable	As per forms ELI 1, ELI 2 with attachments
<b>ii) Conflict of Interest</b>	No conflicts of interest in accordance with ITB Sub-clause 1.4.3	Must meet requirement	Must meet requirement	Must meet requirement	Not Applicable	Letter of Bid
<b>iii) Debarment/ Transgression by any Procuring Entity</b>	Must declare	Must meet requirement	Must meet requirement	Must meet requirement	Not Applicable	Declaration form given in the Bidding Document

**2. Pending Litigation:**

<b>Pending Litigation</b>	All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than <b>50</b> percent of the Bidder's net worth.	Must meet requirement by itself or as partner to past or existing JV	Not Applicable	Must meet requirement by itself or as partner to past or existing JV	Not Applicable	Form LIT 1
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*NOTE: CA certificate clearly mentioning with calculation that pending litigation in total not more than 50% of Bidder's net worth.*

**3. Financial Situation:**

Criteria	Compliance Requirements		Documents Submission
	Single	Joint Venture (permitted)	

Volume-I Section-III: Evaluation and Qualification Criteria  
Installation of VMS

Requirement	Entity	All Partners Combined	Lead Member	Each Member	Requirements
<b>3.1 Historical Financial Performance</b>					
<b>Net Worth</b>					
Net Worth for the Financial Year 2016-17 (from latest audited balance sheet) should be positive. (Certificate of Chartered Accountant showing calculation of Net Worth must be enclosed)	Must meet requirement	Not Applicable	Must meet requirement	Must meet requirement	Form FIN 1 with attachments
<b>Turnover</b>					
Average Annual Turnover of <b>last three years</b> should be equal to or more than <b>850.00 Lakh</b> in ICT related business	Must meet requirement	Must meet requirement	Must meet 51% (percent) of the requirement	Must meet 20%(percent) of the requirement	Form FIN 2
<i>NOTE: 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.</i>					
<b>Working Capital</b>					
Working Capital based on the current assets and current liabilities (including the short term loan repayments due in current years) should be minimum of 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)	Must meet requirement	Must meet requirement	Must meet 51% (percent) of the requirement	Must meet 20% (percent) of requirement	
<i>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 be considered.</i>					
<b>3.2 Bid Capacity (Financial Resources)</b>					

Volume-I Section-III: Evaluation and Qualification Criteria  
Installation of VMS

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	Must meet requirement	Must meet requirement	Lead member must meet 51% (percent) of the requirement	Must meet 20% (percent) of requirement	Form FIN 3
<p>Bid Capacity = <math>(2 \times A \times N) - B</math></p> <p>Where A= Maximum value of Annual Turnover from urban infrastructure works executed in any one year during the last four years (2013-14, 2014-15, 2015-16, 2016-17) (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 level (2016-17) 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.</p>					
<p><i>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</i></p>					

**4. Experience:**

Criteria	Compliance Requirements			Documents Submission Requirements	
	Single Entity	Joint Venture			
Requirement		All Partners Combined	Each Partner	One partner	
<b>4.1 General Experience:</b>					
Experience in supply of goods and services of ICT related contracts - At least the last 5 Years prior to the Bid submission deadline. (2012-13 to 2016-17 and current year)	Must meet requirement	Not Applicable	Must meet requirement	Not Applicable	Form EXP 1
<p><i>NOTE: Certificate of Chartered Accountant must be submitted, clearly indicating construction experience based on construction turnover of the firm.</i></p>					
<b>4.2 Specific Experience</b>					
<p><i>The bidder should have experience of the following in last five financial years (2012-13 to 2016-17); experience in current year shall also be counted up to deadline for submission of bid.</i></p>					

Volume-I Section-III: Evaluation and Qualification Criteria  
Installation of VMS

Should have substantially completed ( <i>as per definition given below</i> ) / completed and Commissioned one single similar work (which includes implementation of VMS not less than the amount equal to <b>Rs.450.00 (Four hundred Fifty )</b> Lakh.	Must meet requirement	Must meet requirement	Not Applicable	Not Applicable	Form EXP 2a
OR					
Should have substantially completed ( <i>as per definition given below</i> ) / completed and Commissioned two similar works (which includes implementation of VMS) each amounting equal to Rs. <b>340.00 (Three hundred Forty)</b> Lakh.	Must meet requirement	Must meet requirement	Not Applicable	Not Applicable	Form EXP 2a
<p><b>Note:</b></p> <p>(i) <i>Substantially completed means that – the Supplier has completed and commissioned the work, at least of the amount required for qualification, out of a large size contract. The commissioning of the work is essentially required and any hindrance in commissioning whether within or beyond control of the contractor would not be acceptable.</i></p> <p>(ii) <i>Clients certificate of experience must clearly indicate whether</i></p> <ul style="list-style-type: none"> <li>• <i>Completed and commissioned; or</i></li> <li>• <i>Substantially completed as per definition given above</i></li> </ul>					
<b>4.3 Experience in Key Activities in last 5 years</b>					
Experience ( <i>substantially completed as per definition given in tender document</i> ) / completed and commissioned) in procurement, installation, commissioning and providing operation and maintenance of one similar work (which includes implementation of VMS) for a minimum number of <b>20</b> locations in last five years.	Must meet requirement	Must meet requirement	Not Applicable	Not Applicable	Form EXP 2b
OR					
Bidder should have experience ( <i>substantially completed as per definition given in tender document / completed and commissioned</i> ) in supply, installation and commissioning of two (2 nos.) similar works each comprising of minimum number of 15 locations in last five years.	Must meet requirement	Must meet requirement	Not Applicable	Not Applicable	Form EXP 2b



*Note: - Substantially completed means that the Supplier has completed and commissioned the work, at least of the amount required for qualification, out of a large size contract. The commissioning of the work is essentially required and any hindrance in commissioning whether within or beyond control of the contractor would not be acceptable.*

**Note: For 4.2 & 4.3**

- 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, and 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 three firms/companies. The minimum equity under JV of lead firm should be min 51% and other firm min 20% each.*

**NOTE:**

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)	2016-17	1.00
(ii)	2015-16	1.10
(iii)	2014-15	1.21
(iv)	2013-14	1.33
(v)	2012-13	1.46

**5. Technical Certification**

The Bidder need to have any of the following Certifications at the time of bidding

- a) ISO 9001:2008: Certification for System Integration.
- b) ISO-20000:2011: for IT Service Management (Facility Management Services)
- c) ISO 27001:2005: for Information Security Management System

## SECTION IV: BIDDING FORMS

### Table of contents

S. No	Particulars
4.1	Technical Proposal Submission Sheet
4.2	Price Proposal Submission Sheet
4.3	Price Schedule for Goods
4.4	Bid Security (Bank Guarantee Unconditional)
4.5	Bid Securing Declaration
4.6	Manufacturer's Authorization
4.7	Technical Proposal Check List
4.8	Form : Revolving line of credit
4.9	Declaration by the Bidder under Sections 7 and 11 of the Act
4.10	Power of Attorney
4.11	Joint Venture Agreement
4.12	Statement for work in hand
4.13	Check Points
4.14	Self - Appraisal Sheet
4.15	Additional Certification From Bidder
4.16	Self-Declaration by bidder – No blacklisting
4.17	Certification of Conformity / No Deviation
4.18	Authenticity of Items (to be procured under this subject contract)
4.19	Undertaking for Functional Requirement of Equipment

**Bidder shall submit in addition to the bidding forms, all the tables duly filled up in the scope of work. This will facilitate the evaluation of the bid.**

#### 4.1 Technical Bid Submission Sheet

#### Technical Bid Submission Sheet

Date: \_\_\_\_\_ NIB

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: \_\_\_\_\_
- (b) We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in Section V, Schedule of Supply, the following Goods and Related Services:  
\_\_\_\_\_
- (c) Our Bid shall be valid for a period of \_\_\_\_\_ 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 shall submit the 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 of India or other the eligible countries;
- (f) We are not participating, as Bidder in more than one Bid for supply of the subject Goods 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 for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;
- (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 them;
- (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 the procurement process and execution of the Contract till completion of all our obligations under the Contract;

(1) Other comments, if any:

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_ Signed: \_\_\_\_

Date: \_\_\_\_\_

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_ Complete Address \_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**(To be submitted only in Volume 2)**

**4.2 Financial/ Price Bid Submission Sheet**

**Financial Bid Submission Sheet**

Date: \_\_\_\_\_ NIB

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including

Addenda No.: \_\_\_\_\_

(b) We offer to supply in conformity with the Bidding Document and in accordance with the specifications, the delivery schedule and other requirements as specified in Section V, Schedule of Supply, the following Goods and Related Services:

- (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: \_\_\_\_\_

In the capacity of: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_ Complete Address \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**4.1 Price Schedule For Goods**  
**(To be Submitted in Volume 2 only)**

Sl. No	Item Description	Units	Qty	Rate FOR destination including all cost and taxes except GST ( In Rupees)	GST Amount (If Applicable)
					(In Rupees)
1	2	3	4	5	6
2	Procurement of QR Codes (Min. 1.77 cm x 1.77 cm)	Nos.	100		
3	Installation and implementation of QR Codes of 100 nos. across 50 tourist/heritage sites, points of interest.	Nos.	100		
4	Installation and implementation of QR Codes across 50 tourist/heritage sites, (with total 100 points of interest in Jaipur City as a complete solution.	LS	100		
4	Annual Operation and Maintenance for 5 (five) years, including updating of content and software maintenance, including the replacement of damaged tags as also rectifying any other defect.	LS	1		

#### 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, JSCL, 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 Tender No. *[insert NIT number]* ("the NIT").

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 ITB;

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, JSCL, 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 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 Form ELI - 1: Bidder's Information Sheet

<b>BIDDER'S INFORMATION</b>	
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)	
Attached are self-attested copies of the following original documents: <ol style="list-style-type: none"><li>1. In case of single entity, certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above.</li><li>2. Authorization to represent the firm or JV named in above.</li><li>3. In case of JV, letter of intent to form JV or JV agreement.</li><li>4. In case of Consortium, letter of intent to form consortium or JV consortium.</li></ol>	



#### 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)**

<b>JV /consortium/ SPECIALIST CONTRACTOR'S INFORMATION</b>	
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)	
Attached are attested copies of the following original documents: <ol style="list-style-type: none"><li>1. Certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above.</li><li>2. Authorization to represent the firm named above.</li></ol>	

#### 4.4.3 Form LIT 1- Pending Litigation

(Each Bidder or member of a JV / must fill in this form to be certified by the Statutory Auditors of the Bidder)

Pending Litigation			
<input type="radio"/> No pending litigation in accordance with Section III (Evaluation and Qualification Criteria).			
<input type="radio"/> 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 FIN 1 – Financial Situation**

**Each Bidder or member of a JV must fill in this form**  
***(To be certified by the statutory auditors of the Bidder)***

Financial Data for past ..... years in Rupees				
Years /Items	Year 1:	Year 2 :	Year 3:	Year 4:

**Information from Balance Sheet in Rupees**

(in case of bidders and JV partners from outside India, data to be converted at the exchange rate prevailing 28 days prior to the deadline of submission of the bids)

Total Assets				
Total Liabilities				
Net Worth				
Current Assets				
Current Liabilities				
Others as required				

**Information from Profit & Loss Account/ Income & Expenditure Statement**

Total Operating Revenues/ Income				
Profit/ Excess of Income over Expenditure before Taxes				
Profit/ Excess of Income over Expenditure after Taxes				
Others as required				

Attached are attested copies of audited financial statements (balance sheets including all related notes, and Profit & Loss Account/ Income & Expenditure Statement) for the last ..... years, as indicated above, complying with the following conditions:

- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a chartered accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited. (No statements for partial periods shall be requested or accepted).

Signature of the statutory auditors

Signature of Authorised Signatory

#### 4.4.5 Form FIN 2 Average Annual Construction Turnover in Rupees

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

(To be certified by the statutory auditors of the Bidder)

Annual Turnover Data for the last.....years ( <i>Related works only</i> )	
Year	Amount-Rupees
Average Annual Construction Turnover	
The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, at the end of the period reported. For JV partners from other countries, the conversion to Rupees shall at the rates prevailing on the 31st. March of that year.	
Signature of the statutory auditors	Signature of Authorised Signatory

NOTE:

[To bring the earlier year's amount to the last financial year's level the following multiplier may be applied.]

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)	2016-17	1.00
(ii)	2015-16	1.10
(iii)	2014-15	1.21
(iv)	2013-14	1.33
(v)	2012-13	1.46

#### 4.4.6 Form FIN 3 Financial Resources - Rupees

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as indicated in Section III (Evaluation and Qualification Criteria).

FINANCIAL RESOURCES		
S.No	Source of Financing	Amount in Rupees

Signature of Authorised Signatory

**4.4.7 Form FIN 4 Current Contract Commitments / Works in Progress**

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>CURRENT CONTRACT COMMITMENTS</b>					
S.No.	Name of Contract	Procuring Entity's Contact Address, Tel., Mobile, Fax, e-mail id	Value of Outstanding work in Rupees	Estimated Completion Date	Average Monthly Invoicing during Last 6 months (Rupees per month)

Signature of Authorised Signatory

#### 4.5 Form EXP – 1: General Experience

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

GENERAL 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.

**4.6 Form EXP – 2(a): Specific Experience**

**Note:** Please fill up one sheet per contract

<b>CONTRACT OF SIMILAR SIZE AND NATURE</b>		
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.



**4.7 Form EXP – 2(b): Experience in Key Activities**

Fill up one (1) form per contract

<b>CONTRACT WITH SIMILAR KEY ACTIVITIES</b>			
<b>Contract No. . . . . of . . . . .</b>		<b>Contract Identification</b>	
<b>Award Date</b>		<b>Completion Date</b>	
<b>Total Contract Amount</b>		-----Equivalent INR -----	
<b>If partner in a JV or subcontractor, specify participation of total contract amount</b>		<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name</b> <b>Address</b> <b>Telephone Number</b> <b>Fax Number</b> <b>E-mail</b>			
<b>Description of the key activities in accordance with Criteria.</b>			
<p>Experience (substantially completed (as per definition given in tender document) / completed and commissioned) in procurement, installation, commissioning and providing operation and maintenance of one similar work (which includes implementation of QR codes) for a minimum number of 80 in tourists / heritage sites in last five years.</p> <p>OR</p> <p>Experience (substantially completed (as per definition given in tender document) / completed and commissioned) in supply, installation and commissioning of two (2 nos.) similar works each comprising of for a minimum of 60 in tourists / heritage sites in last five years..</p>			
Reference page No., copy of work order and completion & commissioning certificate in support of above experience:			

**4.8 Form: Assured Revolving Line of Credit Facility**

(To be submitted by a Scheduled Bank on the Bank's Letter head)

**Date:** (Insert Date)

**To: Chief Executive Officer**

JMC Building, Pt Deendayal Upadhyay Bhawan  
LalKothi, Tonk Road, Jaipur-302016

**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 Jaipur Smart City Limited (JSCL) (hereinafter called the "Employer") in response to the Invitation for Bids issued by the JSCL 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 \_\_\_\_\_, 2017

Date: \_\_\_\_\_ Signature of the Bank: \_\_\_\_\_

Witness: \_\_\_\_\_ Seal: \_\_\_\_\_

[Signature, name and address]

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

**Declaration by the Bidder/ JV**

**(To be prepared and submitted in 100 rupees Non Judicial Stamp Paper)**

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:

**4.10 POWER OF ATTORNEY (TO BE PREPARED AND SUBMITTED IN RS. 100.00 NON JUDICIAL STAMP PAPER)**

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 bid "-----". 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	

**4.11 Joint Venture Agreement (Among Three Firms)**

**(On Rs 1000/- Non-judicial 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,

A) **The Government of Rajasthan, JAIPUR SMART CITY LIMITED. Jaipur Rajasthan (hereinafter referred to as the JSCL 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 HERE BY 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: -----

**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 **JSCL**, 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 **JSCL** & 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 \_\_\_\_\_.

**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: ASSIGN ABILITY:**

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:**



#### 4.12 STATEMENT FOR WORK IN HAND (for calculation of value of Bid Capacity)

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 Lacs of Rupees.*

Sl. No	Brief Description of Work	Stipulated Date of Start	Stipulated Date of Completion	Time left for execution after <b>date of publication of NIT</b> , in months	Cost of awarded work	Cost of work executed up to <b>date of publication of NIT</b>	Balance Cost of un-executed work as on <b>date of publication of NIT in 30 month from and date of submission</b>
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**

#### **4.13 Additional Certification from Bidder**

##### **Correction of arithmetical errors**

Provided that a financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- I. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of 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
- III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder 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.

##### **Procuring Entity's Right to vary Quantities**

- I. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices. Other terms and conditions of the Bid and the conditions of contract.
- II. If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- III. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25 % of the value of Goods of the original contract and shall be. Within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring Entity shall be free to arrange for the balance supply by limited Bidding other wise and the extra cost incurred shall be recovered from the supplier.

##### **Ownership of Assets**

The assets that will be created due to the intervention as visualized in the subject contract, will be the property of Jaipur Smart City Limited only, and the selected bidder who helps create these assets will hand over the assets after the Operation and Maintenance phase of Five (5) Years, without any proprietary claim whatsoever.

##### **Signature of Bidder**

#### **4.14 Self-Declaration by Bidder: No Blacklisting**

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 that;

We do hereby affirm that we have not been blacklisted, by any Government agency or Public Sector Undertakings,  
either in the bidding stage or during the execution stage of any contract, in which we participated

Date:

Signature of Bidder

Place:

Name:

Designation: Address:

#### **4.15 Certification of Conformity / No Deviation**

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 that;

We do hereby affirm that we have complied and shall continue to comply with the all the terms and conditions as  
specified in this Bidding Document, including technical specification, schedule of supply, quantity of Goods  
to be procured, payment conditions, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name:

Designation: Address:

**4.16 Authenticity of Items (to be procured under this subject contract)**

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 that;

We do hereby confirm that, will supply all the items of Goods given in the “List of Goods” in section V of this  
bid document, all of which will be “Authentic” and will comply with the requirement of this Bidding  
Document.

Date:

Signature of Bidder

Place:

Name:

Designation: Address:

#### **4.17 Undertaking for Functional Requirement of Equipment**

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 that;

We do hereby give an undertaking that, all the Equipment to be supplied by us, as per the “List of Goods” in section V of this bid document, will completely comply with the functional requirement as required by the terms and conditions of the bid document of the subject contract.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

## SECTION V: PROCURING ENTITY'S REQUIREMENT.

### 1.1 INTRODUCTION

VMS displays are an illuminating answer to frustrating traffic snarls in the city of Jaipur. Not only do intelligent signage's help display information in a convenient and timely fashion to the citizens, they also provide a visual facelift to the area and complement other smart solutions being deployed under the "Jaipur Smart City Project"

JSCL plans to deploy large roadside LED boards that will display real-time updates about congestions ahead and suggest alternative routes. These boards will further be used to display important civic information such as Air Quality Index, Pollution Levels, Weather updates, Urgent Announcements or Emergency events. Called **Variable Messaging System (VMS)**, initially these boards will be placed at 10 locations near congestion-prone crossroads, on arterial streets, and before flyovers that record large traffic volumes, which defeat their primary purpose of reducing jams. Therefore, this assumes even greater significance in the traffic jam prone ABD area

The boards will be hard to miss since as size **12 feetx9 feet**. Text messages in red will alert commuters about congestions; those in green will suggest a jam-free detour that the motorists can take. The boards are installed in spots where congestions are least likely to happen even if a motorist slows down to read the overhead message. In case of normal traffic, the boards will say so. A team at the traffic police headquarters will feed updates to the displays through a 3G communication network.

According to Jaipur Traffic Police, approximately 200,000 vehicles cross the ABD area during peak hours every day. Unless immediate steps are taken to unclog its streets, Jaipur may find itself crawling at 4kmph — the pace of a human walking — in the next 10 years. A person travelling 20km in a car through rush-hour traffic spends an average 3.43 hours on the road, a 2016 study found.

### 1.2 PROJECT OVERVIEW:

The project is to be carried out in a phased approach as described in the IFB with each phase of project activity carried out with an agreed upon Statement of Work. Within the proposal, each proponent should outline the major phases of project activity and project deliverables for each phase of the project. It is anticipated that the major project phases would be as follows:

1. Define the scope of work with timelines and dependencies
2. Designing of VMS
3. Integration with the Traffic Management Operations Centre
4. Deployment of VMS Application
5. Quality Assurance and Testing
6. Creation of content and data repository, integration with alerts coming from Traffic Management system
7. Final acceptance testing
8. Post-implementation Maintenance and Support (5 Years)

Project activity should include the following tasks (to be included within the proposed timeline and phasing) and accomplished by the successful bidder within the Scope of Work.

## **2.0 OBJECTIVES OF THE PROJECT:**

The overall objective for the proposed project is to design, develop and implement VMS display's in Jaipur City that will allow dissemination of traveler information to improve traffic conditions in the city. Bidder will assist the Authority in implementation of VMS display's in Jaipur, as per the prescribed formats and guidelines of State Traffic Department

## **3.0 SCOPE OF WORK , DELIVERABLES AND TIME SCHEDULE**

### **3.1 SCOPE OF WORK:**

The scope of work demonstrates the steps needed for proper VMS deployment. It does not, however, take every possible variable into consideration. Design, Supply, Installation, Testing and commissioning of outdoor VMS in JSCL approved area with clear visibility, to be functional in Day and Night. The Outdoor unit shall be rugged environment compliant, either stand alone or centralized controlled or both for playing the contents on display including online operation. The VMS board supporting backup Structure, poles, foundations and other structural elements shall be designed to comply with seismic, wind load and other load requirements. The stability of structure shall be certified by chartered Engineer. All structural steel shall be painted with epoxy. The bidder must undertake appropriate measures within each step for a successful deployment (Refer VMS Design process diagram below)

- 1) Collect preliminary data required for the proposed variable message sign deployment
- 2) Determine VMS type
- 3) Determine corridor placement for VMS implementation
- 4) Collect site-specific data required for the proposed variable message sign location
- 5) Select the VMS site required for design
- 6) Determine cabinet placement for the VMS.
- 7) Perform underground infrastructure
- 8) Determine the communications medium used for the proposed location
- 9) Revisit steps 4 through 8 until final design is complete
- 10) Begin the process to establish electrical service for the proposed location with the local power company. This should be done early in the design process to establish an acceptable electrical service location
- 11) Deployment of VMS displays on site
- 12) Integration of VMS displays with the Google Maps/Traffic Management Operations Centre for traffic updates
- 13) Conduct a quality assurance/testing phase at the end of development
- 14) Provide Maintenance and Support for the entire solution for a period of 5 years
- 15) Responsibility of obtaining permanent power connection from nearest source & payment of monthly energy bills till the compilation of O&M period will be in the scope of Vendor.

#### **a) Server/Data Backups& Updates**

Ensure there is a plan and solution for backing up all information data. Establish a process to keep content current through regular updates (i.e. member listings); these updates should occur on a daily basis. The website & data shall be hosted at JSCL server.



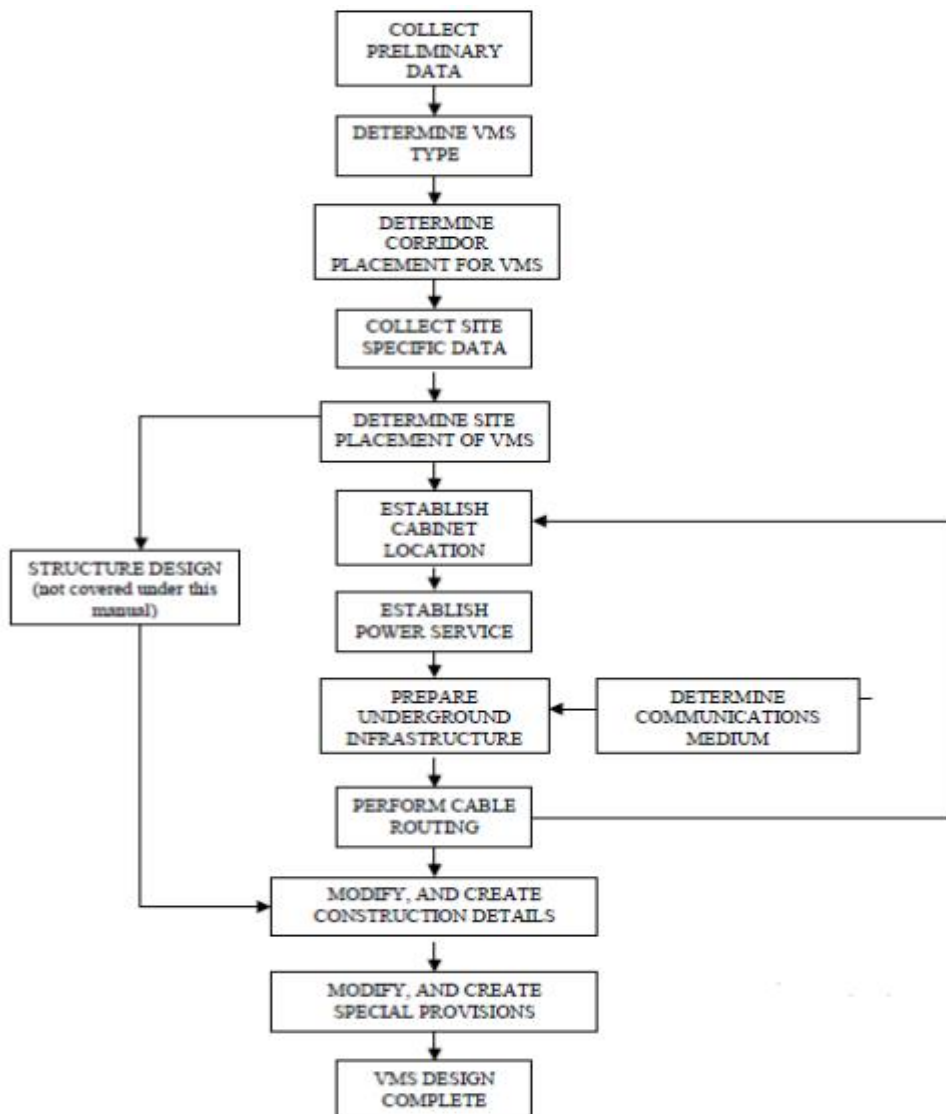
**b) Project Management**

Provide project management including the appropriate resources for managing and executing the project, working closely with JSCL provided resources, from project initiation through to execution and on-going support.

Create and manage work schedules to ensure project is on track, to meet project deadlines and to keep project within budget. Coordinate key meetings including project kick-off meeting and requirements gathering & feature recommendation session. Participate as required in on-going project meetings with JSCL (along with any other resources involved in project) including weekly status update meetings. Successful Bidder has to depute Person for Maintenance & managing the Centralized software to update the content on VMS Broad for the O&M Period.

**c) Reporting**

Provide running Content report for Date-wise, Monthly, Quarterly and Annually to JSCL.(Number of times message or picture shown on Particular VMS Board)



**VMS DESIGN PROCESS**

<b>Technical Specifications of Outdoor VMS (12*9 Feet)</b>		
<b>S No</b>	<b>Description of Items</b>	<b>Technical Specifications</b>
1	Display Size	12 ft x 9 ft (± 5%)
2	Pixel Pitch (mm)	10mm or better
3	Pixel Density	≥ 10,000 Dots/m <sup>2</sup> (±5%)
4	Cabinet Material	Stainless steel or as per OEM.
5	Cabinets	As per manufacturer design.
6	Height of Display Board from the ground level	10 Feet
7	Avg. & Max Power Consumption	>260 W/ m <sup>2</sup> or better & <800 W/ m <sup>2</sup> or lower
8	LED Span/Life	> 50000 Hours (The successful bidder has to produce documentary proof in support of LED Life Expectancy)
9	LED Type	RGB SMD 3 in 1
10	Color Type	> 16.7 million or better
11	Best Viewing - Distance	10 - 60 meter
12	Best Viewing - Viewing Angle	H : 140° / : V : 90° or better
13	Power Input	100-240 V AC
14	Operating Temperature	-20° C to 50° C. or better
15	Cooling	AC Should be provided with as required for working VMS environment
16	Brightness (Calibrated)	>5500 cd/m <sup>2</sup> or better
17	Brightness Adjustment	0-255 Level
18	Refresh Frequency	> 960 Hz/second or better
19	Defect Rate of Screen	≤ 0.1%
20	Local Storage for content	10 GB
21	Data Transfer Method	GSM Connectivity (3G/4G) Suitable router to be provided at each location
22	Humidity	10% ~ 99%
23	IP Level	IP 54-Back & IP 65- Front
24	Control Method	Synchronized with Centralized system
25	LED Chip used in display	Nichia/Osram/Cree/Xindec/Nationstar or Equivalent (To be Certified from the respective LED OEM)
26	OEM Presence	OEM should be present from last 5 years in India
27	Source compatibility	VGA, AVI, MOV, DAT, VOB, CVBS, YC, YUV, RGB, DVI, SDL, HDMI
28	System Operating Platform (Centralised Solution for Content & Video)	PC with Core i7 processor with 16 GB Ram and 1 TB HDD , Windows 10 Professional +19" Monitor, Wireless Keyboard & Mouse, Antivirus
29	BIS Mandatory Certificate for LED Modules and controllers	BIS certification to be submitted during supply
30	Remote Display ON/OFF	Provision of Remote Display ON/OFF through Software.
31	International Safety Certification for LED Tiles/Cabinets	UL(To be submitted along with the bid)
32	International Safety Certification for LED Tiles/Cabinets	CE(To be submitted along with the bid)
33	International Safety Certification for LED Tiles/Cabinets	FCC(To be submitted along with the bid)
34	International Safety Certification	CB(To be submitted along with the bid)

	for LED Tiles/Cabinets	
35	Diagnostics	should be in built in the LED Display for fault management
36	Content loading	Content loading should be centralized for all LEDs.

**Remote Management Signage system to control all the below function of displays as:**

- Should be able to remotely configure, manage and feed content to at least 100 LED from a central location.
- Should be able to manage/play the selective contents at different LED Screens as per requirement.
- Should be an easy-to-use playlist format for scheduling of content, images, videos and live feeds etc.
- Should have an interface for content design with readymade/custom made templates
- The Hardware for the central display controller has to be provided along with the proposed solution.
- Software should be scalable for future purpose up to 500 display
- Local Storage of at least 50 GB should be available
- Should be possible to show HTML content on the displays

**Specs for Rack Frame with Power Distribution Unit to be mounted behind the structure**

MAF Required – Yes

Parameter	Specifications
	An IP 54 rack shall be provided to house the various components required to drive the Outdoor LED wall. The rack shall be at least 13 U high with a provision to mount 19" wide equipment's. The equipment's required to be installed inside the rack shall be as follows:-i) Power Distribution Unit for the LED wall with surge protection ii) Media Player iii) LED controller iv) Network switch v) Communication interface Device. The rack shall also have an air conditioner bolted on the door of the rack to keep the equipment inside the rack cool at all times.
Front Door	2 Hinges with Rack & Aircon bolted
Wall Mount Clamp	Welded on Rack frame rear side
19" pillar front & 19" pillar rear	Bolted on rack side wall
Locking Arrangement	To be provided with a locking system
Limit Switch	The rack door to be provided with a limit switch
Earthing	Earthing studs should be provided in the rack for earthing purposes
Cable points	Cable entry and exit points should be provided in the rack
Mounting	Should be possible to mount the rack either on a pole or on a wall with options of different mounting types
Rack Internal size	13U 19" rack
Material	GI 120 gsm thickness 1.5 mm or better
IP rating	IP54
Surge protection	Class C
Over temperature protection	Selectable from 30 deg to 60 deg C
Remote Control	Power Distribution Unit can be controlled from remote location over IP

<b>Media Player Specification</b>	
MAF required –Yes	
<b>Parameter</b>	<b>Specifications</b>
Media Player with built in Playout software	Of reputed manufacturers
Processor	Intel
RAM	4GB Minimum
Internal drive	60 GB Solid State Drive
Output	HDMI/Display Port for Graphics & 3.5 mm mini jacket socket for Audio
<b>Media</b>	
Video	MPEG-4, WMV, Quicktime
Audio	MP3,WAV
Image	JPEG, PNG,BMP,GIF
Text	Multiple fonts, Speeds, colours
Internet	HTML, XML Files, RSS newsfeeds,
Others	SWF
<b>Other features</b>	
Video Zones	2 or more
Other Ports	1 USB ports
Network	Ethernet 1000/100/10 Base T(RJ45),
<b>Content Manager Specification</b>	
MAF required – Yes	
<b>Parameter</b>	<b>Specifications</b>
Signage & Content Manager (Software)	Of reputed manufacturers
License support	The license of the software should support management of 50 video walls
Content Designer	Multiple screen formats, unlimited number of screen layouts , Variable transparency for content and layout zones, Independent background audio capability, drag and drop screen layout and playlist design
Playlist Automation	Flexible scheduling
Content Distribution	Scalable, simultaneous publishing
Content Management	Design simplified and branded Ad Hoc user interfaces, Instant messaging to a single player or a group of players, uploading of dynamic tables
Content interaction	XML API for integration with external systems, GPIO for bi directional control
Monitoring & Reporting	Provide alarm conditions like overheating , loss of time sync., provision of standard tabular report for a group of players, show current status of individual players, map view of player status

### 3.2 Deliverables and Time Schedules:

No.	Deliverables	Time Schedules
1	Project Timelines & Dependencies	20 days
2	Civil Structure & Electrical Works	40 days
3	Installation of VMS Board's & Installation of Centralized Solution system in Command & Control Centre	100 days
4	Quality Assurance and Testing	10 days
5	Creation of Content and Data Repository (Parallel activity with S.No.3)	-
6	Final testing & Commissioning	10 days
7	Operation & Maintenance of the entire solution for 5 years	-
	TOTAL TIME (Excluding Maintenance Support)	180 days

### 3.3 Total Duration of Services:

The total duration of the entire project is 6 months (180 days) from date of Issue of LOA (excluding 5 years' period of maintenance). The contractor must have sufficient man power inputs to comply with the Scope of Services.

### 3.4 Tentative Location:

Tentative location of the VMS is as given below:-

1. C Scheme Rajmahal Palace Crossing
2. JLN Marg Corner at Jawahar Circle
3. Gandhi Circle
4. Ajmeri Gate
5. Opposite JDA Building
6. Marriot T Point (Tonk Road)
7. JDA Garden Tagore Nagar Crossing
8. Left Side Queens Road Crossing
9. Gurudwara Transport Nagar Crossing
10. Crossing Ram Mandir Road

JSCL reserves the rights to modify the location during execution of the contract & the successful bidder has to abide by that without any additional Cost & Time.

## **Section VIA**

### **General Conditions of Contract**

## Section VI A - General Conditions of Contract

Bidders should read these conditions carefully and comply strictly while sending their bids.

1. **Definitions:** For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -
  - a) Contract means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - b) Contract Documents means the documents listed in the Agreement, including any amendments thereto.
  - c) Contract Price means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
  - d) Day means a calendar day.
  - e) Delivery means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
  - f) Completion means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
  - g) Goods means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
  - h) Purchaser means the entity purchasing the Goods and related services, as specified in the bidding document.
  - i) Related Services means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
  - j) Subcontractor means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
  - k) Supplier/ Successful or Selected bidder means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
  - l) The Site, where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

2. *Contract Documents:*

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. *Interpretation*

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. *Language*

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful / selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful / selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5. *Eligible Goods and Related Services*

- a) For purposes of this Clause, the term goods includes commodities, raw material, machinery, equipment, and industrial plants; and related services includes services



such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

- b) The OEM / Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- c) The OEM / Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution / System Integration partner agreement will not be accepted.
- d) Bidder must quote products in accordance with above clause Eligible goods and related services.

#### 6. *Notices*

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term in writing means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7. *Governing Law*: The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State / the Country (India), unless otherwise specified in the contract.

#### 8. *Scope of Supply*

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply and hardware that is likely to be declared as End of Sale in next 12 months and End of Service / Support for a period of 24 months from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware. If any of the hardware is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

#### 9. *Delivery*

Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply / shipping and other documents to be furnished by the successful/ selected bidder with invoices are specified in the SCC.

- a) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- b) The Supplier/ Selected Bidder shall arrange to supply, install the ordered materials / system as per specifications within the specified delivery / completion period at offices / locations mentioned in the Purchase Order / Work Order.
- c) Shifting the place of delivery: The user will be free to shift the place of delivery within the same city / town / district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

10. *Supplier's/ Selected Bidder's Responsibilities:*

The Supplier / Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and / or contract.

11. *Purchaser's Responsibilities*

- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier / Selected Bidder in complying with such requirements in a timely and expeditious manner.

12. *Contract Price*

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the Special Conditions of Contract.

13. *Terms of Payment*

The Supplier's request for shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 9 and upon fulfillment of all the obligations stipulated in the Contract.

14. *Performance Security*
- 14.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 14.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 14.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser
- 14.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
15. *Taxes & Duties*
- a) The income tax, and all other taxes, if applicable, shall be deducted at source from the payment to the Supplier / Selected Bidder as per the law in force at the time of execution of contract. GST, as applicable, however, will be reimbursed by the Purchaser/ JSCL.
- b) The entry tax, if applicable shall be deducted at source and deposited in the government Treasury in proper revenue receipt head of account.
- c) For goods supplied from outside India, the successful / selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- d) For goods supplied from within India, the successful / selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- e) Revision in GST shall be on account of the Procuring Entity, if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.
- f) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.
16. **Copyright:** The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier / Selected Bidder herein shall remain vested in the Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier / Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

17. *Specifications and Standards*

17.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

17.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section VI, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32

18. *Warranty*

18.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials

18.2. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination

18.3. Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

18.4. The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.

The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract

19. *Patent Indemnity*

19.1. The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 22, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs,

and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

19.2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 22, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

19.3. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

20. *Sub-contracting*

- a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser / Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid
- c) Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- d) Subcontracts shall comply with the provisions of bidding document and/ or contract.

21. *Packing and Documents*

- a) The Supplier / Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

22. *Insurance*

- a) The Goods supplied under the Contract shall be fully insured, as mentioned in SCC (Special Conditions of Contract), against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

23. *Transportation*

- a) The supplier / selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking / inspection of the material by the Consignee. No extra cost on such account shall be admissible.
- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's / selected bidder's bill.

24. *Inspection*

The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's / selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods / equipment / machineries during manufacturing process or afterwards as may be decided.

25. *Inspection / Testing charges:*

Inspection / Testing charges (for engaging third party if any) shall be borne by the supplier/ bidder/ selected bidder.

26. *Rejection*

- a) Articles / Goods not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

- c) The rejected articles / goods shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

27. *Extension in Delivery Period and Liquidated Damages (LD)*

- a) Except as provided under clause Force Majeure, if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and / or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause Termination.
- b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation / completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier / selected bidder.
- d) The supplier / selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
- e) The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- f) Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
  - (i) When delay has occurred due to delay by JAIPUR SMART CITY LIMITED in performing any of the duties to be performed by them as mentioned in the Chapter titled Scope of Work, Deliverables and Timelines.
  - (ii) When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by JAIPUR SMART CITY LIMITED as per terms of the contract.
- g) If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- h) It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and / or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered

goods and/ or service.

- i) If JAIPUR SMART CITY LIMITED is in need of the good and / or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

28. *Liquidated Damages/Penalty for delay:*

In case of extension in the delivery and/or installation/completion/commissioning period is granted with penalty / liquidated damages, the recovery for the un-finished work on pro-rata basis for each milestone, shall be made on the basis of following percentages of value of goods and/or service which the supplier / selected bidder has failed to supply or complete for the individual milestone as in the Contract.

No	Condition	LD %
A	Delay period up to one fourth period of the prescribed delivery & completion of work	2.50 %
B	Delay exceeding one fourth but not exceeding half of the prescribed delivery period & completion of work	5.00 %
C	Delay exceeding half but not exceeding three fourth of the prescribed delivery period & completion of work	7.50 %
D	Delay exceeding three fourth of the prescribed delivery period & completion of work	10.00 %

- a. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- b. The maximum amount of liquidated damages shall be 10% for the individual milestone
- c. The percentage refers to the payment due for the associated milestone.
- d. The LD shall be levied if delay is attributable to the Bidder only.

29. *Risk & Cost:*

If successful bidder fails to complete the milestone(s) the same will be got executed by another participated firm and the expenses incurred in this account will be charged by the bidder.

30. *Price Fall Clause:*

The prices under a rate contract shall be subject to price fall clause of Act.

31. *Limitation of Liability:*

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier / selected bidder to pay liquidated



damages to the Purchaser; and

- b) the aggregate liability of the supplier/selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier / selected bidder to indemnify the Purchaser with respect to patent infringement.

32. *Change in Laws & Regulations:*

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and / or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

33. *Force Majeure*

- a) The supplier / selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the supplier / selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier / selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the JAIPUR SMART CITY LIMITED in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by JAIPUR SMART CITY LIMITED, the supplier / selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the JAIPUR SMART CITY LIMITED, the JAIPUR SMART CITY LIMITED may take the case with the supplier / selected bidder on similar lines.

34. *Change Orders and Contract Amendments*

- a) The Purchaser may at any time order the supplier / selected bidder through Notice in accordance with clause Notices above, to make changes within the general scope of the Contract in any one or more of the following: -
- drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

- the method of shipment or packing;
  - the place of delivery; and
  - the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier / selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's / selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier / selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier / selected bidder for similar services.

### 35. *Termination*

#### a) *Termination for Default*

The tender sanctioning authority of JAIPUR SMART CITY LIMITED may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

- i. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JAIPUR SMART CITY LIMITED; or
- ii. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- iii. If the supplier/ selected bidder, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- iv. If the supplier/ selected bidder commits breach of any condition of the contract.

If JAIPUR SMART CITY LIMITED terminates the contract in whole or in part, full amount of PSD shall stand forfeited.

Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

#### b) *Termination for Insolvency:*

JAIPUR SMART CITY LIMITED may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier / selected bidder, if the supplier / selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be ~~without compensation to the supplier /~~

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selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to JAIPUR SMART CITY LIMITED.

c) *Termination for Convenience*

JAIPUR SMART CITY LIMITED, by a written notice of at least 30 days sent to the supplier / selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier / selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

Depending on merits of the case the supplier / selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- i. To have any portion completed and delivered at the Contract terms and prices; and/or
- ii. To cancel the remainder and pay to the supplier / selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

36. *Settlement of Disputes*

a) **General:** If any dispute arises between the supplier / selected bidder and JAIPUR SMART CITY LIMITED during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier / selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier / selected bidder.

b) **Standing Committee for Settlement of Disputes:** If a question, difference or objection arises in connection with or out of the contract / agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee as decided by JAIPUR SMART CITY LIMITED for decision.

**c) Procedure for reference to the Standing Committee:** The supplier /selected bidder shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement

Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the JAIPUR SMART CITY LIMITED's stand before the standing committee. From the side of the supplier / selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and JAIPUR SMART CITY LIMITED. The standing committee, if it so decides, may refer the matter to the empowered committee as decided by JAIPUR SMART CITY LIMITED.

**d) Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

## SECTION VIB: SPECIAL CONDITIONS OF CONTRACT

The following Particular Conditions of Contract shall complement, amend, supplement the GCC and the Clause Numbers provided herein refer to the same Clause Numbers provided in the Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. This Section shall therefore be read in conjunction with Section VIA of the Bid Documents.

### 1. Definitions

h. Add after first sentence:

Purchaser will also mean Procuring Entity and Employer.

### 9. Delivery

The details of supply / shipping and other documents to be furnished by the successful/ selected bidder with invoices are:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:

- (a) Five copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;
- (c) Manufacturer's or Supplier's warranty certificate;
- (d) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;

The Purchaser, shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

### 12. Contract Price

b) No Price Adjustment shall be applicable, except when the final quantity exceeds by more than 50% than the quantity mentioned in the Contract. In the event of such change ordered by the Purchaser, the Supplier may ask for price revision and the Purchaser will take a decision judging the merit of the case. However, no change in rates agreed in the Contract will be applicable when the quantity supplied finally is less than the quantities appearing in the contract.

#### **Add additional sub clauses:**

- e) All payments under this Agreement shall be made in Indian Rupees.
- f) The Employer shall make interim payments to the Contractor as certified by the Engineer on completion of at least 10% of the Contract value on submission of monthly invoice/bill with the following **Payment Schedule:**

**Payment Schedule**

No.	ACTIVITY TO BE PERFORMED	Percentage of agreed Total cost for Project Implementation (Excluding O&M)
1	Project timelines and dependencies	10 %
2	Civil Structure & Electrical Works	25 %
3	Installation of VMS Board	25 %
4	Integration with the Command & Control Centre	10 %
5	Quality Assurance and Testing	10%
6.	Creation of Content and Data Repository	10%
7.	Final Testing and Commissioning	10%
<b>6</b>	<b>Total for Project Implementation</b>	<b>100%</b>
7	Annual Operation and Maintenance, including updating of content and software maintenance, including the replacement of damaged NFC and QR Code tags as also rectifying any other defect	90% (To be paid in equal monthly installments for 60 months from the start of O&M services after implementation). The balance 10 % upon satisfaction completion to the satisfaction of Purchaser.

**14 Performance Security**

Add the following sub clauses:

14.5 Two (2) separate Completion/ Acceptance certificates one each for Goods and Services and O&M services will be issued by the Purchaser.

14.6 The subject contract will entail the bidder to submit Two separate Performance Securities, one for Supply, installation, commissioning of the system and the other for Operation and Maintenance of the system for Five (5) years. The Implementation phase and O&M phase Performance Securities will amount to 5% of the Agreement price for the corresponding phases.

**18. Warranty**

18.3 The warranty of all items of Goods, will remain valid for **Thirty-Six (36)** months after the Goods, or any portion thereof as the case may be, have been delivered to, accepted at the final destination and commissioned as part of the Smart Passenger Information System

**20. Sub Contracting**

Under this contract Sub-Contracting is not allowed.

**22. Insurance**

- a) the Supplier must insure the Goods in an amount equal to 110 percent of the price of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks and Strikes.”

**b)** Separate insurance coverage during the O& M phase will be applicable, for; (a) for the Works, Plant and Materials; (b) for loss or damages to equipment; (c) for loss or damage to property (except the Works, Plant, Materials and Equipment) in connection with Contract; (d) for personal injury or death; (i) of the Contractor's employees; (ii) of other people and any other items as per rules / statutes of Government of Rajasthan.

**Add the following additional Clauses:**

**37. Project / Contract Period:** The successful Bidder is expected to carry out all groundwork before the start of the services as directed by the Nodal Officer of this project. Initially the contract period shall be as per delivery schedule mentioned in the bidding document. The contract period can be extended on mutual consent on approved rates as per Act.

**38. Personnel**

The Contractor shall provide details of the following Schedule of Key Personnel which summarizes their qualifications and experience.

**Schedule of Key Personnel Implementation Phase**

Position	Name	Nos.	Qualification	Total Years of Experience	Years of Relevant Experience
Project In-charge cum Developer		1	BE/MCA with at least 3 years' experience in Website development	5 years	3 years
Content Management Support		1	Graduate with Technical Writer with experience of 2 years	2 years	2 year
Hardware Technician		1	Diploma in Hardware Technology/ITI Trained in Instrumentation Tech.	3 years	2 years

**A) Penalty for Personnel Not Availability**

If the professionals to be deputed for the project remain absent, a suitable substitute shall immediately be provided. Penalty on non-availability of manpower resources will be deducted as given below :

Type of Professional	Penalty on non-availability of resource
Any of the Key Personnel	Rs. 1500.00 per resource per absent days

a) The deduction will be made against the absence of manpower and will be deducted from the invoices submitted.

**B) Penalty in Operation and Maintenance Phase** for noncompliance to performance standards

1. SERVICE AVAILABILITY

a. UPTIME (Website & QR Code):

- a. SLA Requirement – Average uptime should be  $\geq 97\%$  per site per quarter. Site means 75% of the equipment up.
- b. Report Requirement – Average Uptime (Availability) Report

Calculation Criteria	Amount of penalty
Average Uptime 97% or above	No penalty
Average Uptime between 93% - 97%	1% of the QGR amount
Average Uptime between 90% - 93%	2% of the QGR amount
Average Uptime below 90%	5% of the QGR amount

b. UPTIME (Website & QR Code Availability):

- a. SLA Requirement – Average uptime should be  $\geq 97\%$  per quarter.
- b. Report Requirement – Average Uptime (Availability) Report

Calculation Criteria	Amount of penalty
Average Uptime 97% or above	No penalty
Average Uptime between 93% - 97%	1% of the QGR amount
Average Uptime between 90% - 93%	2% of the QGR amount
Average Uptime below 90%	5% of the QGR amount

39 Dispute Resolution in a Construction Contract

Since arbitrations are fairly time consuming, it is always advisable to sort out the disputes mutually through the mechanism of adjudication through Dispute Resolution Board (DRB), which is a sort of voluntary arbitration. Arbitration can be resorted to if the adjudication decision is not forthcoming or is not acceptable to any party. For dispute resolution following procedure will be followed:

39.1 Dispute Resolution Board (DRB)

- (a) A formal Sub-Clause of obtaining dispute resolution through DRB will be inserted in the Conditions of the Contract. A separate Dispute Resolution Agreement will also



be drawn up, detailing therein provisions like: Eligibility of Members, date of commencement, manner of entry on the reference by the Members and their resignation; obligation of the Members, the Procuring Entity and the Contractor; terms of payment (monthly retainer-ship fee, daily fee for travel & site visits, out-of-pocket expenses); manner of sharing the fees and expenses and of making payments; arrangements of site visits and their frequency; conduct of hearings; termination/ phasing out the activities of DRB; default of the Member, and action to be taken in case of dispute in relation to DRB Agreement, etc.

- (b) DRB should be put in place within one month of Letter of Acceptance.
- (c) The DRB for all projects costing more than Rs 10 crore will comprise of three Members, one each to be appointed by the Procuring Entity and the Contractor and approved by the other. The third Member, who will also act as the presiding Member, will be selected by the first two Members and approved by the parties. If either of the first two Members is not so selected and approved, or the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organization (Chairman, etc.) concerned in other cases.
- (d) The Members to be appointed shall be out of a panel maintained by the Department/ Organization concerned and should be experienced in the type of construction actually involved and/ or finance and accounts and/ or contractual documents. **They should be persons of repute and integrity.**
- (e) If any dispute that arises at any stage between the Procuring Entity and the Contractor in connection with, or arising out of the Contract or the execution of the Works, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, should be tried to be settled amicably. If the dispute still remains unsettled, it shall be referred to the DRB.
- (f) Both parties shall promptly make available all information, access to the Site, and appropriate facilities, as the DRB may require for the purposes of making a recommendation on such dispute.
- (g) Within 56 days after receiving such reference, or within such other period as may be proposed by the DRB and approved by both parties, the DRB shall give its recommendation with reasons. The recommendation shall be binding on both parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

- (h) If either party is dissatisfied with the recommendation, then either party may, within 28 days after receiving the recommendation, or if the DRB fails to give its recommendation within 56 days (or as otherwise approved), within 28 days after the said period of 56 days has expired, give notice to the other party, with a copy to the Engineer-in-Charge, of its intention to commence arbitration proceedings.
- (i) If the DRB has given its decision within the stipulated period, and no notice of intention to commence arbitration as to such dispute has been given by either party within 28 days of the said decision, then the decision of DRB shall become final and binding.

### 39.2 *Arbitration*

- 39.2.1 Any dispute in respect of which the recommendations (if any) of DRB has not become final and binding, shall be finally settled by arbitration in accordance with the Indian' Arbitration and Conciliation Act, 1996, or any statutory amendment thereof.
- 39.2.2 The Arbitral Tribunal will comprise three Members, one each to be appointed by the Procuring Entity and the Contractor. The third Member, who will also act as the presiding Member, will be appointed by mutual consent of the first two Members. If the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organization (Chairman, etc.) concerned in other cases.
- 39.2.3 The Tribunal shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer-in-Charge, and any decision of the DRB, relevant to the dispute.
- 39.2.4 Neither party shall be limited in the proceedings before the Tribunal to the evidence or arguments previously put before the DRB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction.
- 39.2.5 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer-in-Charge and the DRB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

### 39.3 *Language*

All proceedings before DRB/ arbitral tribunal shall be in the Language of the Contract i.e. English.

### 39.4 *Terms and conditions for engagement of DRB Member and Chairman*

The terms and conditions including the remuneration and other facilities to be given to the Members of DRB and Arbitrators in case of civil engineering construction

contracts/ consultancies shall be as notified by the State Government from time to time. Each Party to the Contract (the Contractor/ Consultant) shall be responsible for paying one-half of the remuneration. Since the fee structure has to be agreed by both the parties i.e. Procuring Entity and Contractor/ Consultant, the fee structure may also be got accepted by the respective Contractor/ Consultants. In the contracts the fee structure may be included as part of the bidding documents/ contract documents and the acceptance of the fee structure by the Contractors/ Consultants may be kept as a pre-condition for signing the Contract.

**40 Delivery and Start of Services:** The successful Bidder will start the services as per the date mentioned in the Award of Contract Letter of Award (LOA) which will also be treated as the start of project date.

**41 Manpower**

41.1 The operational man power, as detailed in Section V, Schedule of Supply of this bidding document, will work under the guidance of Nodal Officer, JAIPUR SMART CITY LIMITED.

41.2 The successful bidder will submit the list of professional manpower designated to work in this project, along with their CVs to the Nodal Officer, JAIPUR SMART CITY LIMITED.

41.3 The professionals in the team, will be entitled for Government Holidays. However, their services will be provided even on Government Holidays, if deemed required by the Nodal Officer, without any extra cost.

41.4 In case there is a need to replace an existing member of the professional team, as requested by the Nodal officer, the bidder will replace the same within 7 days.

41.5 If the bidder and /or his employees are found to be directly or indirectly involved in any unwanted activities, his services would be discounted / terminated.

41.6 The legal bidding as per the industries dispute act. Payment of wages act, contract labour Act., and others pertaining to Civil/Criminal legislation, Medical claim if any, are the obligations of the bidder. The JAIPUR SMART CITY LIMITED would have no responsibility for the same.

41.7 It is the responsibility of the bidder to provide payments, and other facilities as per the nominal wages in accordance with the law. All issues pertaining to the same would be dealt with by the bidder. The JAIPUR SMART CITY LIMITED would have no role in this.

41.8 The State insurance, Provident Fund, Pension Gratuity, leaves, wages etc. as applicable, would have to be provided by the bidder and he would also be accountable for the employees. If for any reason, legal proceeding is undertaken against any employee, the bidder shall bear the responsibility. The JAIPUR SMART CITY LIMITED

would not represent the same.

41.9 JAIPUR SMART CITY LIMITED shall not have any liability/pay compensation towards any injury/ accident to the firm's employee while carrying out the maintenance/repair work under this contract.

a. The bidder should also ascertain that as per contract the employees would not from any group/union etc. and would also not participate in such nor represent the same. If such incidence comes under the notice of the JAIPUR SMART CITY LIMITED, it would terminate the contract.

# Section VI C: Contract Forms

## Table of Contents

1. Letter of Acceptance .....	
2. Contract Agreement .....	
3. Performance Security .....	
4. Performance Security Declaration.....	
5. Contract Agreement Works .....	

## 1. Letter of Acceptance

### Letter of Acceptance

***[on letter head paper of the Procuring Entity]***

No. ....

***Dated*** .....

To: ..... ***[name and address of the Contractor]*** .....

Subject: ..... ***[Notification of Award for the Works]*** .....

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

You are requested to furnish the Performance Security/ Performance Security  
Declaration within ..... Days in the form given in the Contract Forms for  
the same for an amount equivalent to Rupees ..... within ..... days  
of notification of the award valid up to 60 days after the date of expiry of  
Defects Liability Period and maintenance period, if applicable, and sign the  
Contract, failing which action as stated in sub-section 2 of section 42 of the  
Rajasthan Transparency in Public Procurement Act, 2012 and Instructions to  
Bidders shall be taken.

Authorized Signature: .....

Name and Title of Signatory: Chief Executive Officer, JSCL, Jaipur.

Designation: .....

## 2. Contract Agreement.

### Contract Agreement

THIS AGREEMENT made the . . . . .day of . . . . ., . . . . ., between the Governor of Rajasthan/ . . . . . **[Jaipur Smart City Limited]**. . . . . (hereinafter “the Procuring Entity”) which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the one part, and . . . . . **[name of the Contractor]** . . . . .(hereinafter “the Contractor”), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the *Procuring Entity* desires that the Works known as . . . . . **[name of the Contract]** . . . . .should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ----- in the form of -----  
----- (For Jaipur Smart City Limited)

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) the Letter of Acceptance;
  - b) the Bid of the Contractor as accepted alongwith the correspondence done on it, if any;
  - c) the Special Conditions of Contract/ Contract Data;
  - d) the General Conditions of Contract;
  - e) the Specifications;
  - f) the Drawings; and
  - g) the Instructions to Bidders and Notice Inviting Bids.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein (and, if applicable, maintain the Works for a period of -----) in conformity in all respects with the provisions of the Contract.

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

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

Signed by .....

Signed by.....

for and on behalf of the Governor/ Palika Entity

for and on behalf the Contractor

(Chief Executive Officer, JSCL)

in the presence of

in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature,  
Address, Date



### 3. Performance Security

#### Performance Security

..... **[Bank's Name, and Address of Issuing Branch or Office]** .....

**Beneficiary:** **[Name and Address of Procuring Entity (Chief Executive Officer, Jaipur Smart City Limited)]** .....

**Date:** .....

**Performance Guarantee No.:** .....

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

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

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

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

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

.....  
**Seal of Bank and Authorised Signature(s)**

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

***\*\* Insert the date sixty days after the expected completion date, including defect liability period and maintenance period, if any.***

***Notes: 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.***

***2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.***

#### 4. Performance Security Declaration

##### Form of Performance Security Declaration

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

Contract Name and No.: \_\_\_\_\_ ***[insert name and number of Contract]***

To: \_\_\_\_\_ ***[insert Designation and complete address of Procuring Entity]***

We, the undersigned, declare that:

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

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

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

Signed: \_\_\_\_\_

***[insert signature of person whose name and capacity are shown]***

In the capacity of: \_\_\_\_\_

***[insert legal capacity of person signing the Performance Security Declaration]***

Name: \_\_\_\_\_

***[insert complete name of person signing the Declaration]***

Duly authorized to sign the Contract for and on behalf of: \_\_\_\_\_

***[insert complete name and address of the Bidder]***

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ***[insert date of signing]***

Corporate Seal \_\_\_\_\_

### **Contract Agreement Works**

THIS AGREEMENT made this.....day of.....2017., between Government of Rajasthan, represented by the Chief Executive Officer, JSCL (Jaipur Smart City Limited ) JMC Building,Pt Deendayal Upadhyay Bhawan LalKothi,Tonk Road,Jaipur-302016 Phone No. 0414-2741346/2741347 ,E-Mail ID: jscljaipur@gmail.com (hereinafter “the Employer”), of the one part and M/S ..... (hereinafter “the Contractor”), of the other part:

WHEREAS the *Employer* desires that the Works known as Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD Area of Jaipur should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein for three years in conformity with the provisions of the contract in all respect.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) Notice to Proceed
  - b) the Letter of Acceptance;
  - c) the Bid
  - d) the Addenda and Corrigendum
  - e) the Special Conditions
  - f) the General Conditions
  - g) the Specifications;
  - h) the Drawings;
  - i) Instructions to Bidders and Notice Inviting Bids
  - j) the Priced Bill of Quantities and
  - k) The Schedule of Supplementary information,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the

Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by

Signed by

Chief Executive Officer  
Jaipur Smart City Limited  
for and on behalf of the Employer

for and on behalf the Contractor

Witness, Name, Signature, Address  
Signed by

Witness, Name, Signature, Address  
Signed by

## Standard EMP for Sub-Projects of Smart City

The Environmental Management Plan (EMP) is a site specific plan developed to ensure that the project is implemented in an environmental sustainable manner where all contractors and subcontractors, understand the potential environmental risks arising from the proposed project and take appropriate actions to properly manage that risk. EMP also ensures the project implementation is carried out in accordance with the design by taking appropriate mitigative actions to reduce or avoid adverse environmental impacts during its life cycle.

The plan outlines existing and potential problems that may adversely impact the environment and recommends corrective measures where required. Also, the plan outlines roles and responsibility of project proponent, supervision consultant and contractors who are charged with the responsibility to manage the smart city project of Jaipur. The EMP is proactive in nature and shall be upgraded if new facilities or modifications of existing facilities, with environment concerns, come up at a later stage.

The EMP is generally:

- Prepared in accordance with rules and requirements of the MoEFCC and the State Pollution Control Board;
- To ensure that the component of facility are operated in accordance with the design;
- Process that confirms proper operation through supervision and monitoring;
- System that addresses public inconvenience during construction and operation of the facility; and

Plan that ensure remedial measures are implemented immediately.

EMP includes four major elements:

**Commitment & Policy:** Jaipur Smart City Limited will strive to provide and implement the Environmental Management Plan that incorporates all social and environmental issues related to project.

**Planning:** This includes identification of environmental impacts, legal requirements and setting environmental objectives.

**Implementation:** This comprises of resources available to the developers, accountability of contractor, and training of operational staff associated with environmental control facilities and documentation of measures to be taken.

**Measurement & Evaluation:** This includes monitoring, corrective actions and record keeping.

The Environmental Management Plan (EMP) needs to be implemented right from the conception and should continue till the end. The Plan can be divided into three phases - (a) Design or pre-construction phase (b) Construction phase and (c) Operational phase.

The Environment Management Plan of Pre Construction, Construction and Operation phase is given in **Table -1**.

Table-1

Attributes	Mitigation Measures	Location	Time Frame	Cost	Agency Responsible for Implementation	Agency Responsible for Monitoring
<b>A: Pre Construction Phase</b>						
Finalisation of sub project	<ul style="list-style-type: none"> <li>• Consult with local people to finalize the sub-project especially to avoid any social obligation related to project.</li> <li>• Avoid excessive cut and fill and sub-project should follow natural topography of the area.</li> <li>• In flood prone areas, refer to hydrological data to finalize the provision for culvert drainage structures.</li> <li>• Avoid the requirement of forestland for sub-project. In case unavoidable, minimize it to extent possible by exploring alternative options.</li> <li>• In case, requirement of forestland is unavoidable, determine the legal status of forestland and initiate actions to seek permits for diversion of forestland for non-forest uses.</li> <li>• Forest clearance is to be obtained in accordance with the provisions of State Forest Act and MoEFCC, and all conditions related with the clearance has to be implemented.</li> <li>• In case sub-project has trees, which are known to be nesting/breeding places for migratory birds, contact the wildlife division of Department of Forest for seeking permits and details</li> </ul>	Throughout project area.	Prior to commencing any construction works.	Part of Project Cost.	Project Implementing Unit (PIU).	Supervision Consultant (SC).

**Environment Management Plan – Standard Format**

Installation of VMS

	<p>about non-breeding seasons. In any case, no tree shall be cut in such location and construction works are to be strictly scheduled for non-breeding/nesting season and all permit conditions are to be complied.</p> <ul style="list-style-type: none"> <li>• Avoid or minimize tree felling, acquisition of agricultural land, shifting of shrines/temples, disturbance to community ponds, community resources, burial grounds, etc. to the extent possible through evolving alternate location options.</li> </ul>					
Land Acquisition	<p>Land acquisition, compensation packages, resettlement and rehabilitation, poverty alleviation programs for affected people and all other related issues are addressed in Social Impacts and Resettlement &amp; Rehabilitation report if land is acquired for the sub-project.</p>	Throughout project area.	Pre-Construction phase.	Encumbrance-free land to be made available by State Government.	State Government/PIU	SC
<b>B: Construction Phase</b>						
Land Clearing Operation	<ul style="list-style-type: none"> <li>• The sub-project area requiring clearing shall be clearly demarcated on ground.</li> <li>• During land clearing operations, topsoil shall be collected, preserved, and reused as a base for the development of unused/ barren areas near sub-project.</li> <li>• Trees falling within sub-project area and other vegetative cover are to be removed.</li> </ul>	Throughout project area.	Pre-Construction Phase.	Encumbrance-free land to be made available by State Government. Relocation of utilities are to be undertaken by respective departments	State Government/PIU	SC



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Installation of VMS

	<ul style="list-style-type: none"> <li>• Small temples, shrines if any is within the sub-project, the same may be shifted to adjacent areas in consultation with local community leaders.</li> <li>• During clearing operations, any treasure trove, slabs with epigraphical evidence or edicts, sculptural or any material found and appear to have historical importance, it should be brought to the notice of Department of Archaeology, and instructions of this Department must be followed.</li> <li>• All public utilities like power transmission cables, telephone cables, water/sewerage lines, drains, tube wells etc. falling within sub-project area shall be inventoried, and arrange for relocation /shifting to adjacent areas in consultation with the respective agencies/authorities.</li> <li>• Establish and maintain interaction with local community to ensure that no social resentment sets in due to operations.</li> </ul>			and costs are to be reimbursed		
Establishment of temporary office and storage area	<ul style="list-style-type: none"> <li>• The temporary office and storage area for construction works shall be located away from human settlement areas (minimum 500 m) and forest areas (minimum 1 km).</li> <li>• The office and storage areas shall preferably be located on barren/waste lands and conversion of agricultural/cultivable lands for office</li> </ul>	As determined by contractor under approval of PIU and SC	Pre-construction and Construction Phase	To be included in contractor's cost.	All facilities are to be planned and implemented by contractor under approval by PIU.	SC

**Environment Management Plan – Standard Format**

Installation of VMS

	<p>and storage areas shall not be allowed under any circumstances.</p> <ul style="list-style-type: none"> <li>• All fuel oil/lubricants loading, unloading and storage areas shall be paved (impermeable), and have separate storm water collection system with facility for separation of oil/lubricants prior to discharge.</li> <li>• The temporary office and storage area shall be provided with adequate water supply, sanitation, septic tank/soak pit of adequate capacity so that it functions properly for the entire duration of its use.</li> <li>• After completion of construction works, the site shall be restored to its previous state by undertaking clean up operations.</li> </ul>					
<p>Construction Camp Sites.</p>	<ul style="list-style-type: none"> <li>• The construction campsites shall be located away from any local human settlement areas and preferably located on lands, which are barren/waste lands.</li> <li>• The camps shall be located, at a minimum, 5 km from forest areas to deter trespassing of construction labour.</li> <li>• The campsites shall be provided with adequate water supply, sanitation and all requisite infrastructure facilities. This would minimize dependence on outside resources, presently being used by local populace and minimize undesirable social friction thereof.</li> </ul>	<p>As determined by contractor under approval of PIU and SC</p>	<p>Pre-construction and Construction Phase</p>	<p>To be included in contractor's cost.</p>	<p>All facilities are to be planned and implemented by contractor under approval by PIU / PIC</p>	<p>SC</p>

**Environment Management Plan – Standard Format**

Installation of VMS

	<ul style="list-style-type: none"> <li>• The camps shall have septic tank/soak pit of adequate capacity so that it can function properly for the entire duration of its use.</li> <li>• Construction camps shall be provided with kerosene/LPG to avoid dependence on firewood for cooking to the extent possible.</li> <li>• After completion of construction works, location of campsites shall be restored to its previous state by undertaking cleanup operations.</li> </ul>					
Mobilization of construction materials.	<ul style="list-style-type: none"> <li>• Stone aggregates shall be sourced only from licensed existing quarries.</li> <li>• A list of such existing quarries is available from responsible department/ authority for mining related works in each state. In case new quarries are to be opened, quarry license/permits are to be obtained from this department/authority.</li> <li>• In case, only stone crushing plants are to be installed near work sites, required permits are to be obtained and all conditions of permits are to be complied.</li> <li>• Ensure stone quarries and crushing units have pollution control system; occupational safety procedures/practices in place and regular inspection shall be carried to ensure compliance. This shall be a pre-condition for sourcing of materials from quarries/crushing plants.</li> </ul>	As determined by contractor under approval of PIU.	Pre-construction and Construction Phase.	To be included in contractor's cost.	All facilities are to be planned and implemented by contractor under approval by PIU / SC	SC

**Environment Management Plan – Standard Format**

Installation of VMS

	<ul style="list-style-type: none"> <li>• Earth borrow areas identified during DPR stage shall be revisited to assess its environmental sensitivity and ensure it is not an ecologically sensitive areas. Permits are to be obtained from authorities and all permit conditions are complied.</li> <li>• The borrow areas are to be demarcated with signboards and operational areas are to be access controlled.</li> <li>• Topsoil from borrow areas (first 30cm) are to be preserved and used for redevelopment of borrow areas.</li> <li>• The borrow areas as an option may be converted into ponds wherever possible, which can be used for storage of rainwater.</li> <li>• Conversion of agricultural lands for borrowing earth is to be discouraged to the use possible unless warranted by local conditions. In such cases, written consent shall be obtained from the landowners.</li> <li>• Water for construction works shall NOT be drawn from sources, which serve routine needs of local people.</li> <li>• In case water is sourced from existing private tube wells, well owner shall be informed about the quantity and duration for which water draws will be carried out and possible implications. Written consent for use of groundwater shall be obtained.</li> </ul> <p>In case new tube wells are to be</p>					
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**Environment Management Plan – Standard Format**

Installation of VMS

	<p>constructed, required permits are to be obtained from the State Ground Water Department and permit conditions, if any are to be complied.</p> <ul style="list-style-type: none"> <li>• In any case, care shall be taken not to source all requirements from one single source and no two sources (in case of tube wells) shall be less than 500 m from each other.</li> </ul>					
<p>Transportation of construction materials.</p>	<ul style="list-style-type: none"> <li>• Existing tracks/roads are to be used for hauling of materials to extent possible.</li> <li>• The alignment of haul roads (in case of new ones) shall be finalized to avoid agricultural lands to the extent possible. In unavoidable circumstances, suitable compensation shall be paid to people, whose land will be temporarily acquired for the duration of operations. The compensation shall cover for loss of income for the duration of acquisition and land restoration.</li> <li>•Prior to alignment of new haul roads, topsoil shall be preserved or at least shall be used for any other useful purposes.</li> <li>•Dust suppression along transportation links is to be ensured by deploying water tankers with sprinkling system are to be deployed along haul roads.</li> </ul>	<p>As determined by contractor under approval of PIU.</p>	<p>Pre-construction and Construction Phase.</p>	<p>To be included in contractor's cost.</p>	<p>All facilities are to be planned and implemented by contractor under approval by PIU / SC</p>	<p>SC</p>

**Environment Management Plan – Standard Format**

Installation of VMS

	<p>The vehicles deployed for material transportation shall be spillage proof to avoid or minimize the spillage of the material during transportation.</p> <ul style="list-style-type: none"> <li>•Transportation links are to be inspected daily to clear accidental spillage, if any.</li> </ul> <p>Precaution shall be taken to avoid inconvenience to the local community due to movement of materials.</p>					
Diversion of traffic.	<ul style="list-style-type: none"> <li>• Frame appropriate traffic diversion schemes wherever required during construction.</li> <li>• The traffic diversion signs should be bold and clearly visible particularly at night.</li> <li>• Diversion schemes are required to ensure smooth traffic flow, minimize accidents to road users during construction works.</li> </ul>	As determined by contractor under approval of PIU.	Pre-construction and Construction Phase.	To be included in contractor's cost.	All facilities are to be planned and implemented by contractor under approval by PIU / SC	SC
Drainage Structures	<p>In case of road construction will also require construction of several cross drainage structures, across streams/rivers flowing across the road.</p> <ul style="list-style-type: none"> <li>• Refer to hydrological studies to ensure that construction of drainage structures is not likely to alter drainage pattern, and discharge capacities of drainage structures are designed to facilitate smooth passage of water and heading up or flooding is avoided even in flood season.</li> </ul>	At all locations of CD structures along the rural roads	Construction Phase.	To be included in contractor's cost.	The planning, and construction/upgradation of existing/new cross drainage structures roads are responsibilities of contractor under approval by PIU.	SC

**Environment Management Plan – Standard Format**

Installation of VMS

	<ul style="list-style-type: none"> <li>• Schedule the construction works to dry season so that impacts on water quality of stream/river is minimise or avoided.</li> <li>• Precaution shall be exercised to prevent oil/lubricant/ hydrocarbon contamination of channel bed during construction works. Spillage, if any, shall be immediately cleared with utmost caution to leave no traces.</li> <li>• Ensure all construction wastes are removed from work site and stream /river beds are to be cleaned up (at least 50 m on both upstream and downstream sides of water courses) after completion of construction but prior to onset of monsoon.</li> </ul>					
Tree Planting	<ul style="list-style-type: none"> <li>• Tree planting operations shall be commenced immediately after the construction work.</li> <li>• The tree plantation shall be undertaken as per permit conditions issued by the Department of Forests, prior to tree felling.</li> <li>• The species shall be suitable for local climate and available. The concerned DFO can be consulted for selection of species and technical guidance, if required.</li> <li>• Proper care shall be taken to increase survival rate of saplings like regular watering, pruning, provision of tree guards, manure for better nourishment, etc. including timely</li> </ul>	The area allocated for tree plantation and or land provided by forest department.	Construction Phase.	To be included in contractor's cost.	The tree plantation work can be entrusted to forest department under the supervision of PIU.	SC

**Environment Management Plan – Standard Format**

Installation of VMS

	replacement of perished saplings.					
Equipment/ vehicles deployed for Construction works.	<ul style="list-style-type: none"> <li>• All diesels run equipment/vehicles/ deployed for construction activities shall be regularly maintained for smooth operation, a measure contributing to air quality and noise.</li> <li>• Vehicles/equipment shall be periodically subjected for emission tests and shall have valid POLLUTION UNDER CONTROL certificates. Revalidation of certificates shall be done in every 3 months.</li> <li>• All vehicles deployed for material movement shall be spill proof to the extent possible. In any case, all material movement routes shall be inspected daily twice to clear off any accidental spills.</li> </ul>	As determined by contractor.	Construction Phase.	To be included in contractor's cost.	All facilities are to be planned and implemented by contractor under approval by PIU.	SC
Hot Mix Plants and Laying of bitumen.	<ul style="list-style-type: none"> <li>• Hot mix plants shall be at least 500 m away from human settlements and preferably located on leeward side of most dominant wind direction.</li> <li>• Consent/permits to establish and operate are to be obtained from State Pollution Control Board and all permit conditions are to be implemented/complied.</li> <li>• The hot mix plants shall be set up on barren/waste lands and conversion of agricultural/cultivable lands for this purpose shall not be allowed under any circumstances.</li> <li>• All operational areas like storage,</li> </ul>	As determined by contractor under approval of PIU.	Construction Phase.	To be included in contractor's cost.	All facilities are to be planned and implemented by contractor under approval by PIU.	SC



**Environment Management Plan – Standard Format**

Installation of VMS

	<p>handling, loading, unloading areas shall be paved, and have separate storm water collection system with facility for separation of oil/lubricants prior to discharge.</p> <ul style="list-style-type: none"> <li>• The storm water from storage area shall not be directly discharged into any, nearby water courses/drains.</li> <li>• The hot mix plants shall be provided with adequate water supply, sanitation, septic tank/soak pit of adequate capacity so that it functions properly for the entire duration of its use.</li> <li>• After completion of construction works, the site shall be restored to its previous state by undertaking cleanup operations.</li> <li>• Hot mix plants shall have required measures for control of dust, air, and noise pollution as per regulatory limits of State Pollution Control Board measures.</li> </ul>					
<p>Clean up of construction work Sites and Disposal of waste.</p>	<ul style="list-style-type: none"> <li>• All operational areas under road construction works like work sites, office/storage area, and work force camps shall be cleaned up and restored to its previous state soon after operations are complete.</li> <li>• All construction waste shall be disposed in approved areas. Local district authorities shall be consulted to determine disposal site and implement any conditions imposed</li> </ul>	<p>Throughout project area.</p>	<p>Prior claiming the final payment</p>	<p>To be included in contractor's cost.</p>	<p>Contractor with the approve plan from PIU.</p>	<p>SC</p>

**Environment Management Plan – Standard Format**

Installation of VMS

	while issuing permits.					
Occupational Safety and Health Hazards at Work and camp sites.	<ul style="list-style-type: none"> <li>• All personnel at work sites shall be provided with protective gears like helmets, boots, etc. so that injuries to personnel are avoided or minimized.</li> <li>• Children (less than 18 years) and pregnant women shall not be allowed to work under any circumstances.</li> <li>• No personnel shall be allowed to work at site for more than 10 hours per day (8-hour makes one work shift).</li> <li>• The operational areas shall be access controlled and entry shall be allowed only under authorization. Workforce, likely to be exposed to noise levels beyond regulatory stipulated limits, shall be provided with protective gears like hear plugs etc. and regularly rotated.</li> <li>• Dust suppression measures like sprinkling of water shall be ensured at all operations areas.</li> <li>• The construction camps shall have health care facilities for adults, pregnant women and children.</li> <li>• All construction personnel shall be subjected to routine vaccinations and other preventive/healthcare measures.</li> <li>• The work and campsites shall have suitable facilities for handling any emergency situation like fire, explosion, etc.</li> <li>• All areas intended for storage of</li> </ul>	As determined by contractor.	Construction Phase.	To be included in contractor's cost.	All facilities are to be planned and implemented by contractor under approval by PIU.	SC

**Environment Management Plan – Standard Format**

Installation of VMS

	<p>hazardous materials shall be quarantined and provided with adequate facilities to combat emergency situations. All required permits for storage of inflammable/hazardous materials are to be obtained.</p> <ul style="list-style-type: none"> <li>• The personnel in charge of such areas shall be properly trained, licensed and with sufficient experience.</li> <li>• The construction camps shall have in-house community/common entertainment facilities. Dependence of local entertainment outlets by construction camps should be discouraged/prohibited to the extent possible.</li> </ul>					
<p>Water Pollution from Construction Wastes.</p>	<p>Take all precautionary measures to prevent the wastewater generated during construction from entering into streams, water bodies or the irrigation system. Avoid construction works close to the streams or water bodies during monsoon.</p> <p>All waste arising from the project is to be disposed off in the manner that is acceptable to the State Pollution Control Board or as directed by Environmental Expert of SC.</p> <p>The Environmental Expert of SC will certify that all liquid wastes disposed off from the sites meet the discharge</p>	<p>Throughout the project area.</p>	<p>Construction phase.</p>	<p>To be included in contractor's cost.</p>	<p>Contractor.</p>	<p>SC</p>

**Environment Management Plan – Standard Format**

Installation of VMS

	standards.					
Water Pollution from Fuel and Lubricants.	<p>Ensure that all construction vehicle parking location, fuel/lubricants storage sites, vehicle, machinery and equipment maintenance and refuelling sites will be located at least 500 m from rivers and irrigation canal/ponds. All location and layout plans of such sites will be submitted by the Contractor prior to their establishment and will be approved by the Environmental Expert of SC.</p> <p>Also ensure that all vehicle/machinery and equipment operation, maintenance and refuelling will be carried out in such a fashion that spillage of fuels and lubricants does not contaminate the ground. Oil interceptors will be provided for vehicle parking, wash down and refuelling areas as per the design provided</p> <p>In all, fuel storage and refuelling areas, if located on agricultural land or areas supporting vegetation, the top soil will be stripped, stockpiled and returned after cessation of such storage.</p> <p>Make necessary arrangements for collection, storing and disposal of oily wastes to the pre-identified approved vendors (list to be submitted to SC). All spills and collected petroleum products will be disposed off in accordance with MoEFCC and state</p>	Throughout the project area.	Construction phase.	To be included in contractor's cost.	Contractor.	SC

**Environment Management Plan – Standard Format**

Installation of VMS

	<p>SPCB guidelines. Environmental Expert of SC will certify that all arrangements comply with the guidelines of PCB/ CPCB/ MoEF or any other relevant laws.</p>					
Dust Pollution.	<p>Take every precaution to reduce the level of dust from crushers/hot mix plants, construction sites involving earthwork by sprinkling of water, encapsulation of dust source and by erection of screen/barriers. All the plants will be sited at least 1 km in the downwind direction from the nearest human settlement. Provide necessary certificates to confirm that all crushers used in construction conform to relevant dust emission control legislation. The suspended particulate matter value at a distance of 40m from a unit located in a cluster should be less than 500 g/m<sup>3</sup>. The pollution monitoring is to be conducted as per the monitoring plan. Alternatively, only crushers licensed by the SPCB shall be used. Required certificates and consents shall be submitted by the Contractor in such a case.</p>	Throughout the project area.	Construction phase.	To be included in contractor's cost.	Contractor.	SC
Emission from Construction Vehicles, Equipment and Machineries	<p>Ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that pollution emission levels comply with the relevant requirements of SPCB.</p>	Throughout the project area.	Construction phase.	To be included in contractor's cost.	Contractor.	SC

**Environment Management Plan – Standard Format**

Installation of VMS

	<p>The Contractor will submit PUC certificates for all vehicles/equipment/machinery used for the project.</p>					
<p>Noise Pollution: Noise from Vehicles, Plants and Equipments</p>	<ul style="list-style-type: none"> <li>• All plants and equipment used in construction shall strictly conform to the MoEF/CPCB noise standards.</li> <li>• All vehicles and equipment used in construction will be fitted with exhaust silencers.</li> <li>• Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective will be replaced.</li> <li>• Limits for construction equipment used in the project such as compactors, rollers, front loaders, concrete mixers, cranes (moveable), vibrators and saws shall not exceed 75 dB (A) (measured at one meter from the edge of equipment in the free field), as specified in the Environment (Protection) rules, 1986.</li> <li>• Maintenance of vehicles, equipment and machinery shall be regular and up to the satisfaction of the Environmental Expert of JP Greens to keep noise levels at the minimum.</li> </ul> <p>At the construction sites within 150 m of the nearest habitation, noisy construction work such as crushing, concrete mixing, batching will be</p>	<p>Throughout the project area.</p>	<p>Construction phase.</p>	<p>To be included in contractor's cost.</p>	<p>Contractor.</p>	<p>SC</p>

**Environment Management Plan – Standard Format**

Installation of VMS

	<p>stopped during the night time between 10.00 pm to 6.00 am.</p> <p>No noisy construction activities will be permitted around educational institutes/health centers (silence zones) up to a distance of 100 m from the sensitive receptors i.e., school, health centers and hospitals between 9.00 am to 6.0 pm.</p>					
<p>Personal Safety Measures for Labour</p>	<ul style="list-style-type: none"> <li>• Protective footwear and protective goggles to all workers employed on mixing asphalt materials, cement batching plant, cement, lime mortars, concrete etc.</li> <li>• Welder's protective eye-shields to workers who are engaged in welding works</li> <li>• Protective goggles and clothing to workers engaged in Factories Act, 1948 stone breaking activities and workers will be seated at sufficiently safe intervals</li> <li>• Earplugs to workers exposed to loud noise, and workers working in crushing, compaction, or concrete mixing operation.</li> <li>• Adequate safety measures for workers during handling of materials at site are taken up.</li> <li>• The contractor will comply with all regulations regarding safe scaffolding, ladders, working platforms, gangway, stairwells, excavations, trenches and safe means of entry and egress.</li> </ul> <p>The contractor will comply with all the</p>	<p>Throughout the project area.</p>	<p>Construction phase.</p>	<p>To be included in contractor's cost.</p>	<p>Contractor.</p>	<p>SC</p>

**Environment Management Plan – Standard Format**

Installation of VMS

	<p>precautions as required for ensuring the safety of the workmen as per the International Labor Organization (ILO) Convention No. 62 as far as those are applicable to this contract.</p> <p>Make sure that during the construction work all relevant provisions of the Factories Act, 1948 and the Building and other Construction Workers (regulation of Employment and Conditions of Services) Act, 1996 are adhered to.</p> <p>Not employ any person below the age of 14 years for any work and no woman will be employed on the work of painting with products containing lead in any form.</p> <p>Also ensure that no paint containing lead or lead products is used except in the form of paste or readymade paint.</p> <p>Provide facemasks for use to the workers when paint is applied in the form of spray or a surface having lead paint dry is rubbed and scrapped.</p> <p>Mark 'hard hat' and 'no smoking' and other 'high risk' areas and enforce non-compliance of use of PPE with zero tolerance.</p>					
<p>Risk from Electrical Equipment(s)</p>	<p>Take all required precautions to prevent danger from electrical equipment and ensure that -</p> <ul style="list-style-type: none"> <li>• No material will be so stacked or placed as to cause danger or inconvenience to any person or the public.</li> </ul>	<p>Throughout the project area.</p>	<p>Construction phase.</p>	<p>To be included in contractor's cost.</p>	<p>Contractor.</p>	<p>SC</p>



**Environment Management Plan – Standard Format**

Installation of VMS

	<ul style="list-style-type: none"> <li>• All necessary fencing and lights will be provided to protect the public in construction zones.</li> </ul> <p>All machines to be used in the construction will conform to the relevant Indian Standards (IS) codes, will be free from patent defect, will be kept in good working order, will be regularly inspected and properly maintained as per IS provision and to the satisfaction of the Environmental Expert.</p>					
First Aid	<ul style="list-style-type: none"> <li>• Readily available first aid unit including an adequate supply of sterilized dressing materials and appliances as per the Factories Rules in every work zone</li> <li>• Availability of suitable transport at all times to take injured or sick person(s) to the nearest hospital</li> <li>• Equipment and trained nursing staff at construction camp.</li> </ul>	Workers Camp and construction camps.	Construction phase.	To be included in contractor's cost.	Contractor.	SC
Waste Disposal	Provide garbage bins in the camps and ensure that these are regularly emptied and disposed off / treated in a hygienic manner as per the Comprehensive Solid Waste Management Plan approved by the Environmental Expert. Unless otherwise arranged by local sanitary authority, arrangements for disposal of night soils (human excreta) suitably approved by the local medical health or municipal authorities or as directed by Environmental Expert.	Workers Camp and construction camps.	Construction phase.	To be included in contractor's cost.	Contractor.	SC



## Environmental and Social Management Framework for Smart City Sub-Projects

As per the Government of India and Government of Rajasthan, the project and its subprojects also must be prepared and implemented in full compliance with the national legislation, regulations and standards governing protection and management of the cultural and natural heritage of the country, social development, and environmental management. Specific state and local level standards and regulations also apply based on the project location and nature of its proposed investments and activities (subprojects). The key legislation and Policy applied to this project are further discussed below in Table-1. The contractor is responsible for the implementation of Environmental and Social Framework during work execution.

**Table-1**

Act/Policy	Year	Objective	Main Stipulations	Applicability to Project	Monitoring Agency
<b>Cultural Heritage Government of India</b>					
Ancient Monuments and Archaeological Sites and Remains Act  Amended	1958  2010	Declares certain monuments/sites as being of “national importance”.  Stipulates conservation of cultural and historical remains found in India.	Monuments are “protected” area.  100m radius is “prohibited” area – no construction or reconstruction. Repairs allowed.  200m radius is “regulated” area (structures can be constructed by archaeological officers with due sanctions from competent authority).  Protection, maintenance and conservation managed by Archaeological Survey of India (ASI)	Yes, as appropriate. Approximately 46 monuments/sites are protected monuments in Jaipur.	Ministry of Culture; with ASI/ Supervision Consultant.
Ancient Monuments Protection Act	1904	Gives central government the authority to protect	Specifies agreements to be made between Gol and monument/site	Possibly, if any subproject supports privately owned	Ministry of Culture/ Supervision Consultant.

**Environment and Social Management Framework**

RFP for Installation of VMS

		and conserve monuments, particularly those privately owned, through acquisition of rights.	owner for transfer of rights for protection.  Gives Gol right to intervene in potentially harmful activities near site (e.g. mining, quarrying).	monument.	
The Antiquities and Art Treasures Act.	1972	To ensure registration of antiquarian remains in personal possession of individuals and institutions.	Registration of antiquities/remains/art is mandatory.	Possibly, if any subproject involves chance find.	Directorate of Culture. Govt. of Rajasthan// Supervision Consultant.
<b>Social</b>					
Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act.	2013	To ensure rights of displaced populations in the case of land acquisition.	Fair compensation for acquisition of immovable assets; Resettlement of displaced population due to land acquisition and economic rehabilitation of all those who are affected due to private land acquisition	Yes. In case of acquisition of land and /or resettlement.	Revenue Department. Govt. of Rajasthan/ Supervision Consultant.
Street Vendors (Protection of Livelihood and Regulation of Street Vending) Act	2014	To regulate street vending while ensuring rights and stating obligations of street vendors.	Local agencies must regulate vending through a Plan, including relocation/eviction rules, vendor rights (e.g. certificate of vending) and vendor obligations (e.g. maintain cleanliness of area).	Yes. In case vending areas are close to or at the location of subprojects.	Town vending Committee/ Supervision Consultant.
Child Labour (Prohibition and	2016	To completely ban on	The act has completely banned employment of	Yes, In case some contractor employs	Labour Department/ Supervision Consultant.

**Environment and Social Management Framework**

RFP for Installation of VMS

Regulation) Amendment Bill,		child labour.	children below 14 in all occupations and enterprises, except those run by his or her own family, provided that education does not hampered.	Child labour.	
Labour Act, Contract Labour (Regulation & Abolition) Act	1970	Act to regulate the employment of contract labor in certain establishments and to provide for its abolition in certain circumstances and for matters connected therewith.	To protect labour right.	To every establishment in which twenty or more workmen are employed or were employed on any day of the preceding twelve months as contract labour;	Labour Department/ Supervision Consultant.
Rajasthan Minimum Wages Act	2016	To regulate the wages.	To provide minimum wages.	To every Establishment.	Labour Department/ Supervision Consultant.
Payment of Wages Rule of Rajasthan.	1961	To regulate the time for wages distribution	To provide wages timely.	To every Establishment.	Labour Department/ Supervision Consultant.
<b>Safety</b>					
Manufacture, Storage and Import of Hazardous Chemical Rules and amendments	1989	Manufacture, Storage and Handling of Fuels and Explosive (Hazardous Chemical)	To regulate the manufacturing, storage, import and usage of explosives and hazardous chemicals.	Permission for use / storage;	SPCB, District Administration and Supervision Consultant
<b>Environment</b>					
Environment Protection Act	1989	To protect and improve the overall environment.	Prevention, control, and abatement of environmental pollution. Gives central government rights to monitor and test for environmental pollution, and if necessary penalize for infringements.	Yes, some specific permissions/ clearances may be required under the Act, e.g. permission for extraction of ground water for use in construction activities, from State Ground Water board.	Ministry of Environment and Forests; SEIAA/ Supervision Consultant
The Forest	1927	To check	If any forest land is	Yes, in case	State Forest

**Environment and Social Management Framework**

RFP for Installation of VMS

Conservation Act  The Forest (Conservation) Act  The Forest (Conservation) Rules  The Forest (Conservation) Rules	1980  1981  2003	deforestation by restricting conversion of forested areas into non-forested areas.	proposed to be used for non-forest purposes, the user agency needs to get the clearances under the Forest (Conservation) Rules, 1981.	subprojects include pristine forest	Department. MoEFCC/ Supervision Consultant.
Wild Life (Protection) Act.	1972	To protect wildlife through certain of National Parks and Sanctuaries.	The Act provides for protection of wild animals, birds and plants and related matters. The Act contains specific provisions and chapters on protection of specified plants, sanctuaries and national parks, etc.	Yes, in case there may be any activity against the wild animals.	Chief Conservator of Wildlife, Wildlife Wing, Forest Department, Govt. of Rajasthan, National Board For Wildlife, Govt. of India and Supervision consultant.
Water (Prevention and Control of Pollution) Act.	1974	To control water pollution by controlling discharge of pollutants as per the prescribed standards.	Provides for the prevention and control of water pollution and the maintaining or restoring of wholesomeness of water; creates Boards and assigns functions and powers for the prevention and control of water pollution.	Yes, for any subproject involving water bodies, e.g.kunds revitalization	Rajasthan State Pollution Control Board/ Supervision Consultant.
Air (Prevention and Control of Pollution) Act.	1981	To control air pollution by controlling emission of air pollutants as	Act provides for prevention, control and abatement of air pollution and	Yes, for any subproject involving impact of air pollution during construction/	Rajasthan State Pollution Control Board/ Supervision Consultant.

**Environment and Social Management Framework**  
RFP for Installation of VMS

		per the prescribed standards.	establishment of Boards for planning a comprehensive program for this task. Collect and disseminate information relating to air pollution, lay down standards for emission of air pollutants into the atmosphere from industrial plants, automobiles or other sources.	rehabilitation phases.	
Central Motor Vehicle Act	1988	To check vehicular air and noise pollution	Vehicles to be used for construction and other purposes need to meet the standards and certificates prescribed as per the Rules, 1989 to control noise, pollution, etc.	Yes. The impact of vehicular pollution during construction/ rehabilitation phases.	Motor Vehicle Department/Supervision Consultant
Central Motor Vehicle Rules and (Amendment) Rules	1989 2013 2014				
Municipal Solid Waste (Management and Handling) Rule.	2016	To Manage Municipal Solid waste.	These rules shall apply to every urban local body, outgrowths in urban agglomerations, census towns as declared by the Registrar General and Census Commissioner of India.	Yes	Municipal Corporation of Jaipur/ Supervision Consultant
Noise Pollution (Regulation and Control) Act.	2000	To Control Noise Pollution.	Four Noise Zone specified by the Central Pollution Control Board.	Yes	Rajasthan State Pollution Control Board/ Supervision Consultant.