



COLLEGE OF TECHNOLOGY AND ENGINEERING

(Adjudged Best Institute in the Northern Region by NITTR, Chandigarh)

Maharana Pratap University of Agriculture & Technology, Udaipur – 313 001

Phone: 0294-2470837, 0294-2471056 (Fax), e-mail: ctaedean@gmail.com

BIDDING DOCUMENT (WORK)

For NIT No.: CTAE/e-NIT/2016-17/03

Bid Reference No.: CTAE/e-NIB/2016-17/Chhali/06

In support of the Notice Inviting Tender/Bid indicated above and in the Bid Data Sheet (BDS), the Procuring Entity, as indicated in the BDS, issues this Bidding Document for the supply of Goods/ equipment & Related Services incidental thereto/ Services as specified in Section-2, Schedule of Supply/Services (SS).

The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued:

Part-1

Notice Inviting Tender/Bid

- Section 1. Bid Data Sheet [BDS]
- Section 2. Instructions to Bidders [ITB]
- Section 3. Schedule of Supply (Specifications/ conformance to standards, designs and drawings etc., installation/ commissioning, Mandatory operation and maintenance, training etc.)/ Services
- Section 4. Special Conditions of Contract [SCC]

Part-2

- Section 5. General Conditions of Contract [GCC]
- Section 6. Bidding Forms and Annexures

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

The bidders are advised to read and fully understand all the terms and conditions of the tender/bid provided in the bidding document before submitting their bids. This document is primarily in English. Certain portions of the bidding document are given in Hindi also. However, in case of any difference of meaning between the Hindi and English versions, the English version shall prevail.

महत्वपूर्ण अनुदेश: उपापन के संबंध में कानून “राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012” (इसके बाद) और उक्त अधिनियम के तहत “राजस्थान लोक उपापन में पारदर्शिता नियम 2013” लागू हो चुके हैं तथा राज्य लोक उपापन पोर्टल <http://sppp.rajasthan.gov.in> पर उपलब्ध हैं। अतः बोलीदाताओं को सलाह दी जाती है कि बोली प्रक्रिया में भाग लेने से पूर्व अधिनियम व नियम के प्रावधानों से परिचित हो जाएँ। यदि अधिनियम व नियम के प्रावधानों और इस बोली दस्तावेज़ के प्रावधानों में कोई विसंगति है तो अधिनियम व नियम के प्रावधान अभिभावी होंगे।

बोलीदाताओं को सलाह दी जाती है कि वे अपनी बोली जमा करने से पूर्व बोली दस्तावेज़ की सारे नियम और शर्तें पढ़ कर अच्छी तरह समझ लें। यह दस्तावेज़ मुख्यतया अंग्रेजी में है। बोली दस्तावेज़ के कतिपय हिस्से हिन्दी में भी दिये गए हैं। हिन्दी व अंग्रेजी रूपों में अंतर होने पर अंग्रेजी रूप अभिभावी माना जाएगा।



COLLEGE OF TECHNOLOGY AND ENGINEERING

(Adjudged Best Institute in the Northern Region by NITTR, Chandigarh)
Maharana Pratap University of Agriculture & Technology, Udaipur – 313 001
Phone: 0294-2470837, 0294-2471056 (Fax), Email: ctaedean@gmail.com

Dr. SS Rathore
Dean

No. CTAE/Acctts/e-Tender/2016-17/1969

Date: 10.03.2017

Notice Inviting e-Tender No.: CTAE/e-NIT/2016-17/03

(NIB for Publication on Website of Procuring Entity/ State Public Procurement Portal)

1. Sealed Single Stage unconditional Bids (**Online through e-tendering**) are invited on behalf of the Dean, College of Technology and Engineering, Maharana Pratap University of Agriculture and technology, Udaipur (Raj.) for “Construction work as mentioned below” from manufacturers/ distributors/ authorised dealers/ stockiest/ **registered Bidders**/ bona-fide dealers / service providers having requisite experience, capabilities and governmental licenses, as may be required, up to **05:00 PM of 31.03.2017**.

S.No.	Bid Ref. No.	Name of Article/ goods	Quantity	Total Estimated Cost (Rs., Lakhs)	Amount of Bid Security (Rs.)
1.	CTAE/e-NIB/2016-17/Chhali/06	Construction of Sub Surface Dyke, Near TSP Girls Hostel, Village: Chhali, Gram P.: Chhali, P.S. : Gogunda, Disrtict: Udaipur	1	17.00	34,000/-

Note: More details can be seen in **Section – 3** of Bid document.

2. Bidding Document including the conditions of Contract, Schedule of Supplies/Services required, Bidding forms, etc. can be seen at or obtained from the office of the Dean, College of Technology and Engineering, Maharana Pratap University of Agriculture and Technology, Udaipur (Raj.) during office hours in working days up to one day before the date of opening of Bids, by paying a **non-refundable price of Rs. 500/-** in the form of **Banker's Cheque/Demand Draft** of a Scheduled Bank in India drawn in favour of **Dean, College of Technology and Engineering, Udaipur** payable at **Udaipur**. Alternatively, these may be seen and downloaded from the official web sites, www.ctae.ac.in or www.mpuat.ac.in or the website of State Public Procurement Portal, www.sppp.rajasthan.gov.in or state e-procurement website <https://eproc.rajasthan.gov.in> and the **price of Bidding Document may be paid along with user charges/ processing fee**, if any, at the time of submission of the Bid in the

mode as mentioned above.

3. Bids, duly signed on all pages and serially numbered, properly bound, accompanied with the Bid Security (except concessional amount or Bid Securing Declaration, where applicable) in the form of Demand Draft / Banker's cheque/ Bank Guarantee, in the specified format, from a Scheduled Bank in India drawn in favour of **Dean, College of Technology and Engineering, Udaipur** payable at **Udaipur**, shall be submitted personally or by post in sealed envelopes to the **Dean, College of Technology and Engineering, Maharana Pratap University of Agriculture and Technology, Udaipur – 313001 (Raj.)** bearing the reference to NCB (with Category, if any) and warning as: "**BID FOR NCB No..... for....., NOT TO BE OPENED BEFORE [Date] at AM/PM**", by post or by hand or dropped in the Bid Box at the office of the Procuring Entity.
4. In case Bids have been invited electronically, the procedure for submission of Bids including payment of price of Bidding document, user charges/ processing fee, Bid Security, etc. shall be as provided on the State Public Procurement Portal.
5. Bids received after the specified time and date shall not be accepted and returned unopened.
6. The Bids shall be opened as specified in Section -1, Bid Data Sheet [BDS] in the presence of the Bidders or their representatives, who wish to be present.
7. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
8. The Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer.



DEAN

College of Technology and Engineering,
Udaipur – 313 001 (Raj.)





COLLEGE OF TECHNOLOGY AND ENGINEERING

Maharana Pratap University of Agriculture & Technology, Udaipur – 313 001
Phone: 0294-2470837, 0294-2471056 (Fax), E-mail: ctaedean@gmail.com

No. CTAE/Acctts/e-Tender/2016-17/1969

Date: 10.03.2017

e-NOTICE INVITING TENDERS: CTAE/e-NIT/2016-17/03

Sealed single stage online e-bids are invited through e-procurement up to **05:00 PM of 31.03.2017** for the “**Construction of Sub Surface Dyke at Chhali Village, District: Udaipur** (Approx. Rs. 17.00 Lakh). Details about items may be seen in the Bidding Document at our office or on our websites www.ctae.ac.in, www.mpuat.ac.in or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in or <https://eproc.rajasthan.gov.in> and may be obtained or downloaded on payment of Rs. 500/- through banker's cheque/demand draft. In future any information/corrigendum related to bids will be available on these websites only.

DEAN

Section-1: Bid Data Sheet

भाग-1 : बिड डाटा शीट

1.	Subject Matter of Procurement	Construction of Sub Surface Dyke, Village: Chhali, Gram P.: Chhali, P.S.: Gogunda, Disrtict: Udaipur	
2.	Bid Reference Number	CTAE/e-NIB/2016-17/Chhali/06	
3.	Procuring Entity's address	Dean, College of Technology and Engineering, Udaipur - 313 001 Email: ctaedean@gmail.com Telephone No.: 0294-2470837 Fax: 0294-2471056	
4.	Language of the Bid	English/Hindi	
5.	Bid Category	Work	
6.	Contract Type	Fixed	
7.	Bid Covers	Two Envelopes (दो लिफाफा): (1) Technical Bid, (2) Financial Bid	
8.	Bid Method	e-procurement (i.e., on-line tender submission)	
9.	Website for submission of tender/ bid online	https://eproc.rajasthan.gov.in	
10.	Websites for downloading tender documents /corrigendum, etc.	www.ctae.ac.in , www.mpuat.ac.in www.sppp.rajasthan.gov.in ; https://eproc.rajasthan.gov.in	
11.	Key Dates	Date	Time
	Publishing Date	10.03.2017	5:00 pm
	Document Download/ Sale Start Date	10.03.2017	6:00 pm
	Document Download/ Sale End Date	31.03.2017	11:00 am
	Bid Submission Start Date	14.03.2017	11:00 am
	Bid Submission Close Date	31.03.2017	5:00 pm
	Submission of Original Instrument for Tender Fee, Bid Security, Processing Fee and Other documents required to be submitted in hardcopy in case of e-tender as specified in ITB	31.03.2017	5:00 pm
	Technical Bid (Techno-Commercial) (Cover 1) opening Date	01.04.2017	3:00 pm
	Financial/Price Bid (Cover 2) Opening Date	03.04.2017	3:00 pm
12.	Price of the Bidding Document	Rs. 500/-	
13.	Bid Security Amount	2% of the Estimated Cost (as specified in the detailed NIB) in favour of “Dean, College of Technology and Engineering, Udaipur” payable at Udaipur	
14.	Processing Fee	Rs.1000/- in favour of “Managing Director, RISL” payable at Jaipur	
15.	Bid Validity (for Acceptance)	60 Days from the Last date of submission of Bids	
16.	Period of Contract (Rates, if approved, must be valid for services/supply)	Up to 30.06.2017	
17.	Performance Security	5% of Estimated Cost	
18.	Award of Contract	The contract agreement is to be executed and Performance Security is to be submitted is 15 days	
19.	Redressal of Grievances during Procurement Process		
	(a) First Appellate Authority	Dean, CTAE, Udaipur, Phone: (0294) 2470837	
	(b) Second Appellate Authority	Vice Chancellor, MPUAT, Udaipur, Phone: (0294)-2471101	

(Signature)

Section-2: INSTRUCTIONS TO BIDDERS (ITB)

for Packing, Marking & Submission of Bids

भाग-2: बोलीदाताओं के लिए अनुदेश (आईटीबी) (पैकिंग, चिह्नित करने व बोली जमा करने हेतु निर्देश)

1. GENERAL

- 1.1 The Bidder shall submit the Bid using the appropriate Bid Submission Sheets/forms provided in the bidding document. 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.

निविदाकर्ता को निविदा निविदा-दस्तावेज़ में दिए गए उचित प्रपत्रों/कागजों को प्रयुक्त करते हुए प्रस्तुत करनी चाहिए। ये प्रपत्र उनके फॉर्मेट में बिना कोई परिवर्तन किये पूर्ण किये जाने चाहियें, कोई बदलाव स्वीकार नहीं होगा। सारी खाली जगहें स्याही से भरी जानी चाहिए अथवा मांगी गयी सूचना टाइप की होनी चाहिये।

- 1.2 The original (and all copies, if asked) of the Bid shall be typed or written in ink, properly bound, all pages shall be serially numbered and signed by the Bidder or a person duly authorized to sign on behalf of the Bidder/JV. **In cases other than a sole proprietor entity, this authorization shall consist of a written confirmation as specified in the bidding documents and shall be attached to the Bid.**

निविदा की मूल प्रति (तथा अन्य प्रतिलिपियाँ, यदि मांगी गयी हों) स्याही द्वारा लिखीं अथवा टाइप की हुई, अच्छी तरह से बँधी हुई, सभी प्रश्नों पर क्रम से नम्बर लगे हुए और सभी प्रश्नों पर निविदादाता या निविदादाता/जेवी से हस्ताक्षर के लिए अधिकृत व्यक्ति के हस्ताक्षर किए होने चाहिये। **यदि निविदादाता एकल स्वामित्व से भिन्न है तो यह ऑथोराइजेशन निविदा-दस्तावेज़ में वर्णित एक लिखित ऑथोराइजेशन होना चाहिए जिसे निविदा के साथ सलंगन किया जाना चाहिए।**

- 1.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Bid.

निविदा में किसी भी तरह की कांट-छांट, अक्षरों का मिटाना, ऊपर लिखना (overwriting), इत्यादि तभी मान्य होगी जब उस पर निविदा को हस्ताक्षर करने वाले व्यक्ति के हस्ताक्षर होंगे।

2. BIDDING COST AND FEES

If the Bid Document has been downloaded from the website and not purchased from the procuring entity, then the bidder has to pay the cost, as indicated in the BDS, of bidding document.

यदि बोली-दस्तावेज़ वेबसाइट से डाऊनलोड किया गया है और उपापन संस्था से खरीदा गया नहीं है तो बोलीदाता को इसका बीडीएस में इंगित मूल्य चुकाना होगा।

Every bidder has to pay the Bid Security (Earnest Money) in the manner and of the amount as indicated in the BDS. In case a concessional Bid Security under the provisions of Rules and the Bidding document, a proof of eligibility for the same must also be enclosed.

प्रत्येक बोलीदाता को बोली प्रतिभूति (अर्नेस्ट मनी) की राशि बीडीएस में सूचित मूल्य व रूप में चुकानी होगी। यदि नियमों व बोली दस्तावेज़ में प्रावधान हो तो रियायती दर से बोली प्रतिभूति लागू होगी, रियायती दर का पात्र होने का

साक्ष्य साथ में लगाना होगा।

In case of e-Procurement, a **Processing Fee** in the manner and of the amount as indicated in the BDS shall also be payable.

इ-प्रोक्योरमेंट के स्थिति में एक निश्चित प्रोसेसिंग फीस देय होगी जैसा कि BDS में दर्शाया गया है

The original instruments (BC/DD/Receipt) must be enclosed with the bid.

निविदा के साथ में मूल बैंकर चेक, डिमांड ड्राफ्ट या रशीद लगानी होगी

3. DOCUMENTS AND THE PROCEDURE FOR SUBMISSION OF BIDS IN MANUAL/PHYSICAL OR OFFLINE BIDDING (भौतिक/आफ़लाइन बोली के लिए दस्तावेज़ तथा निविदा प्रस्तुत करने की पद्धति)

3.1 Two-Envelope or Two-Cover Bidding:

3.1.1 **Technical Bid:** The Technical Bid or Proposal document shall be prepared consisting of the all the forms/annexures indicated in the Table-1 of this section. These documents should be sealed in an envelope and the envelope must be marked **“TECHNICAL BID”**. **Finance/Price bid/schedule and any other document containing price information should not be put in this envelope.**

तकनीकी निविदा: तकनीकी निविदा/प्रस्ताव सारणी-1 में वर्णित सभी दस्तावेजों को उसी क्रम में लगाते हुये तैयार की जानी चाहिए। इन समस्त कागजातों को एक लिफ़ाफ़े में रख कर बंद कर उस पर **“तकनीकी निविदा”** अंकित करना चाहिए। इस लिफ़ाफ़े में वित्तीय/मूल्य निविदा/शेड्यूल या मूल्य संबंधी कोई भी कागज़ नहीं रखने चाहिए।

3.1.2 **Financial Bid:** The bidder should prepare Price Schedules for each item using appropriate forms (Form-PS) and any other document mentioned in the Bidding Document and seal in a separate envelope and mark the envelope as **“PRICE SCHEDULE”** and write the NAME OF ITEM/ GOODS on it.

However, a single price schedule for all items must be used, if so indicated in the form.

All the envelopes of price bids for all the items quoted by bidder (if required to be quoted item-wise) must be put in one single envelope. This envelope must be marked **“FINANCIAL BID”**

बोलीदाता को उचित फार्म (फार्म-PS) तथा निविदा दस्तावेज़ में वर्णित अन्य दस्तावेज़ प्रयुक्त करते हुए प्रत्येक वस्तु के लिए एक प्रथक लिफ़ाफ़ा तैयार करना चाहिए

यदि फार्म में ऐसा इंगित हो तो, सभी वस्तुओं के लिए एक ही मूल्य-शेड्यूल तैयार करना होगा।

3.1.3 The envelopes for Technical Bid and Financial Bid must be put in an outer envelope and must be sealed properly.

तकनीकी निविदा तथा वित्तीय निविदा के लिफ़ाफ़े एक बाहरी लिफ़ाफ़े में रख कर भलीभांति सीलबंद किये जाने चाहिए।

3.2 **Single Envelope Bidding:** In case of single envelope bidding, all the documents described above for Two-Envelope bidding, including the price schedules, must be put in a single envelope.

एकल लिफ़ाफ़े की स्थिति में दो लिफ़ाफ़ा पद्धति निविदा में बताए सभी दस्तावेज वित्तीय निविदा समेत एक ही लिफ़ाफ़े में डालें

3.3 SEALING AND MARKING OF BIDS

The outer and inner (if any) envelopes shall, additionally and compulsorily -

- (a) bear the complete address of the Procuring Entity and the name and complete address along with telephone/ mobile number of Bidder;
- (b) bear the specific identification of the Bidding process (**Bid Reference No.**) and the date and time of submission of Bid. In case there are many categories in the NIB, the specific **CATEGORY** for which the bid is being submitted must also be indicated; and
- (c) The outer envelopes and the inner envelopes (if any) 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 the NIB/NIT and BDS.
- (d) The inner envelopes (if any) containing the Financial Bid and/or Price proposals shall bear a warning not to be opened until advised by the Procuring Entity.

इसके अतिरिक्त बाहरी तथा प्रत्येक अंदरूनी लिफाफों पर आवश्यक रूप से निम्नलिखित बातें अंकित करें:

- (a) उपापन संस्था का पूरा पता तथा निविदादाता का नाम, पूर्ण पता, टेलिफोन/मोबाइल नं.;
- (b) बोली (bidding) प्रक्रिया की विशिष्ट पहचान सं. (**Bid Reference No.**) तथा निविदा जमा करने की दिनांक तथा समय। यदि बोली आमंत्रण की सूचना में कई श्रेणियां हैं तो उस विशिष्ट श्रेणी, जिसके लिए निविदा/बोली प्रस्तुत की जा रही है, को भी अंकित करें;
- (c) बाहरी लिफाफे तथा तकनीकी निविदा के अंदरूनी लिफाफे पर लिफाफे को निविदा दस्तावेज में वर्णित तकनीकी निविदा खोलने की दिनांक व समय से पूर्व न खोले जाने की चेतावनी;
- (d) वित्तीय निविदा के अंदरूनी लिफाफे पर उपापन संस्था द्वारा निर्देशित करने से पूर्व न खोले जाने की चेतावनी।

3.4 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.

यदि समस्त लिफाफे निर्देशानुसार सीलबंद तथा अंकित (marked) नहीं किये गए हैं तो उपापन संस्था इसके परिणामों, गलत जगह पर रखे जाने अथवा समयपूर्व खोले जाने सहित, के लिए उत्तरदायी नहीं होगी।

3.5 Alternative Bids, if permissible, shall be prepared, sealed, marked, and delivered with the inner envelopes marked in addition "ALTERNATIVE BID No:", as appropriate.

विकल्प निविदा यदि जायज हो तो उसे सील बंद आंतरिक लिफाफे पर "विकल्प निविदा सं" लिख कर जैसा उपयुक्त हो भिजवाएं

3.6 Submission of Bids: Bidders may submit their Bids on <https://eproc.rajasthan.gov.in> and required fee etc by post or by hand to the address specified in BDS or directly dropped in the Bid Box, where provided upto the time and date specified.

निविदाBDS <https://eproc.rajasthan.gov.in> पर निश्चित दिनांक व समय तक व required fee etc दर्शाए पते पर निश्चित दिनांक व समय तक डाक द्वारा या व्यक्तिशः भेजी जा सकती है या सीधे ही ड्राप बॉक्स में डाली जा सकती है

3.7 Late Bids: The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids for whatsoever reason, including postal delay. Such Bids shall be declared late, rejected, and returned unopened to the Bidder.

देर से पहुंची निविदा, किसी भी कारण से चाहे डाक की देरी से, उपापन संस्था द्वारा स्वीकार्य नहीं होगी ऐसी निविदा को अस्वीकृत करके बिना खोले ही लौटा दी जाएगी

4. PROCEDURE OF SUBMISSION OF E-TENDERS IN E-PROCUREMENT PROCESS

4.1 Bidders who wish to participate in this tender will have to be registered on

<http://eproc.rajasthan.gov.in>. To participate in-online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act- 2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.

इस निविदा में भाग लेने को इच्छुक बोलीदाताओं को <https://eproc.rajasthan.gov.in> पर पंजीकृत होना होगा। ऑनलाइन निविदाओं में भाग लेने के लिए बोली लगाने वालों को सूचना प्रौद्योगिकी अधिनियम-2000 के अनुरूप डिजिटल हस्ताक्षर प्रमाणपत्र (प्रकार द्वितीय या तृतीय) प्राप्त करने होंगे जिसके उपयोग से वे अपने इलेक्ट्रॉनिक बोलियों में हस्ताक्षर कर सकेंगे। बोलीदाता यह किसी भी सीसीए प्रमाणित एजेंसी से खरीद सकते हैं या राजस्थान सरकार के ई-प्रोक्योरमेंट सेल, आईटी और सी विभाग से अधिक सहायता के लिए संपर्क कर सकते हैं। जिन बोलीदाताओं के पास पहले से ही एक मान्य डिजिटल प्रमाण पत्र है उन्हें नया डिजिटल प्रमाण पत्र खरीदने की जरूरत नहीं है।

Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are:

राजस्थान सरकार के ई-प्रोक्योरमेंट सेल, आईटी और सी विभाग के संपर्क सूचनाएँ हैं:

Telephone No.: 1800 3070 2232, 0141-4022688, 07878007972, 07878007973, 0141-4022688 (Help Desk 10.00 AM to 6.00 PM on all working days), Toll Free No.: 8002337315
email: eproc@rajasthan.gov.in. Address: e-procurement cell, RISL. Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

- 4.2 Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e- Procurement Cell, RISL.

ई-टेंडरिंग प्रणाली के उपयोग पर बोलीदाताओं के लिए RISL द्वारा नियमित आधार पर प्रशिक्षण की व्यवस्था भी की जाती है। इच्छुक बोलीदाता ई-प्रोक्योरमेंट सेल, RISL से संपर्क कर सकते हैं।

- 4.3 Bidders are also advised to refer "Bidders manual" available under "Download" section on the e-procurement website for further details about the e-tendering process.

ई-निविदा प्रक्रिया के बारे में अधिक जानकारी के लिए निविदाकर्ता को ई-प्रोक्योरमेंट पोर्टल के "डाउनलोड" सेक्शन के तहत उपलब्ध "बोलीदाताओं मैनुअल" को पढ़ना चाहिए।

- 4.4 Tender shall be submitted online only through e-procurement portal of GoR i.e. www.eproc.rajasthan.gov.in.

निविदा केवल राजस्थान सरकार की ई-प्रोक्योरमेंट पोर्टल अर्थात् www.eproc.rajasthan.gov.in के माध्यम से ही ऑनलाइन प्रस्तुत की जानी चाहिए।

- 4.5 The documents to be uploaded in Technical Bid under the Cover-1 or "Fee/PreQual/Technical" cover are same as shown in Table-1.

तकनीकी निविदा के लिए अपलोड किए जाने वाले दस्तावेज़ सारणी-1 में दिये गए निर्देश के अनुसार ही होंगे।

- 4.6 Legible/readable scanned copies of signed & sealed (stamped) documents (as a single file in PDF format) to be uploaded under different "Description" heads by the bidders are as mentioned in the Table-1.

निविदाकर्ता को पीडीएफ फॉर्मेट में स्कैन किए हुये सुस्पष्ट/सुपठ्य दस्तावेज़ विभिन्न "कवरों" (कवर-1 व कवर-2, दो-लिक्राफ़ा अथवा एक-लिक्राफ़ापदिद के अनुसार जैसा उपयुक्त हो) तथा "Description" शीर्षकों के अंदर अपलोड करने

होंगे।

- 4.7 In case of Two -Cover bidding, the Price Bid in xls format (BOQ) must be uploaded under the "Cover 2" or "Finance" Cover.

दो-कवर बोली में कवर-2 या फाइनेंस कवर में मूल्य बोली xls फ़ॉर्मेटमें (बीओक्यू)अपलोड करनी चाहिए।

- 4.8 In case of single cover bid, the BOQ or Price bid has to be uploaded in "Cover 1" only.

एकल लिफाफे की स्थिति में बी ओ क्यू या वित्तीय निविदा कवर 1 में ही अपलोड करनी है

- 5.10 The bidder has to send the following document by post to the address of the procuring entity so as to reach before the schedule date and time as indicated in the BDS:

- (a) Original fee receipts/instruments of (i) Bid Document Cost, (ii) Bid Security (along with the document for concessional Bid Security, if entitled for and applicable), and (iii) Processing Fee
(b) Hardcopies of the other documents marked "Yes" in the column No. 3 of the Table-1.

If the above are not received within due date and time, the online bids will not be opened.

बोलीदाता को उपापन संस्था को डाक द्वारा निम्नलिखित दस्तावेज़ BDS में इंगित दिनांक व समय से पूर्व भौतिक रूप में भेजने होंगे:

- (a) निम्न की मूल रसीदें/उपकरण (i) बोली-दस्तावेज़ का मूल्य, (ii) बोली प्रतिभूति (अमानत) राशि (रियायती बोली प्रतिभूति की पात्रता हेतु दस्तावेज़ सहित, यदि लागू हो तो), (iii) प्रोसेसिंग शुल्क
(b) सारणी-1 में yes से इंगित दस्तावेजों की मूल प्रतियाँ

तय दिनांक व समय से पूर्व भौतिक रूप में उक्त दस्तावेज़ प्राप्त नहीं होने पर ऑनलाइन बोली नहीं खोली जाएगी।

- 5.11 Bidders should note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid document.

निविदादातानिविदा दस्तावेज में निश्चित दिनांक व समय के बाद ऑनलाइन निविदाजमा नहीं करा सकेंगे

- 5.12 All bidders are advised not to wait for last date and submit their tender/bid at earliest. The procurement entity shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed unless otherwise the procurement entity extends the dates.

सभी बोलीदाताओं की अंतिम तिथि के लिए प्रतीक्षा नहीं करने व जल्द से जल्द अपनी निविदा/ बोली प्रस्तुत करने के लिए की सलाह दी जाती है। वेबसाइट में कोई रुकावट/ तकनीकी गड़बड़ी के उपापन संस्था जिम्मेदार नहीं होगी और निविदा/ बोली के बयान में कोई विस्तार के लिए अनुमति नहीं दी जाएगी जब तक कि उपापन संस्था द्वारा तिथि को न बढ़ाया गया हो

- 5.13 No physical/offline Tender/bid shall be accepted in case of e-Procurement process.

ई-प्रोक्योरमेंट की स्थिति में भौतिक या ऑफ लाइन निविदा किसी भी रूपमें स्वीकृत नहीं की जाएगी

TABLE-1: Documents/Forms/Annexure to be enclosed with Technical Bid

S.No.	Document Name (Signed & Stamped)	In case of Online bidding	
		Hardcopy Required*	Name of "Description" Head for uploading scanned copies
1.	Bid Document fee	Yes	Scanned Copies of Various Fees*
2.	Bid Security	Yes	
3.	Document in support of concessional Bid Security under rules, if applicable	Yes	
4.	Processing Fee	Yes	
5.	Bid submission sheet & General Profile of bidder (Form BSS)	No	Bid Submission sheet and Declarations
6.	Declaration (Form DB7)	No	
7.	Declaration by bidder (Form CI)	No	
8.	Acceptance of Terms & Conditions (Form TC)	No	
9.	Declaration by Bidder (Form MA-1) or Manufacturer's Authorization (Form MA-2) as per value of Procurement (in case of Goods only)	No	
10.	Finance & Commercial Competency (Form TB-A)	No	Technical Bid Forms and Documents
11.	Copies of all documents as per Form TB-A	No	
12.	Deviations, if any, from Technical specifications (Only for goods) (Form TB-B)	No	
13.	Documents establishing Technical specification compliance (as per Form TB-B)	Yes	
14.	ITB, SCC and GCC	No	Other Documents

* In case of e-procurement the originals documents marked 'Yes' compulsorily have to be sent physically to the Procuring Entity before the Date and Time specified in the BDS.

**INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF
CIVIL WORKS UNDER E- PROCEDURES**

To

Dear Sirs,

Sub: INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF SUB
SURFACE DYKE, NEAR TSP GIRLS HOSTEL, VILLAGE : CHHALI,
GRAM P. : CHHALI, P.S. : GOGUNDA, DISRTICT: UDAIPUR

1. You are invited to submit your most competitive quotation for the following works:-

Brief Description of the Works	Approximate of Works	Period of Completion
Construction of Sub Surface Dyke, Near TSP Girls Hostel, Village : Chhali, Gram P. : Chhali, P.S. : Gogunda, Disrtict: Udaipur	17.00 lakhs	3 months

2. To assist you in the preparation of your quotation, we are enclosing the following:
- i. Layout Drawings of the works;
 - ii. Structural Details;
 - iii. Detailed Bill of Quantities, with estimated rates and prices;
 - iv. Technical Specifications;
 - v. Instructions to Bidders (in two sections).
 - vi. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
5. You are requested to provide your offer latest by as per NIT.
6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at as per NIT time schedule in the office of **DEAN, CTAE, MPUAT, Udaipur.**
7. We look forward to receiving your quotations and thank you for your interest in this project.

**DEAN,
CTAE, MPUAT,
Udaipur**



Instructions to Bidders

SECTION - A

1. Scope of Works

The DEAN, CTAE, MPUAT, Udaipur invites quotations for the construction of works as detailed in the table given below

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
Construction of Sub Surface Dyke, Near TSP Girls Hostel, Village : Chhali, Gram P. : Chhali, P.S. : Gogunda, Disrtict: Udaipur	17.00 lakhs	3 months

The successful bidder will be expected to complete the works by the intended completion time period specified above.

2. **Qualification of the bidder:** The bidder shall provide qualification information which shall include:-

- (a) total monetary value of construction works performed for each year of the last 3 years
- (b) Report on his financial standing; and
- (c) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned, and disputed amount in each case.

3. To qualify for award of the contract the bidder:-

- (a) should have satisfactorily completed as a prime contractor at least one similar work of volume not less than Rs. 10,00,000 value of tender amount as the past three years experience of the agency;
- (b) should have to submit documents regarding the technical staff with him along with the compaction machinery;

- (c) should be able to give testing report of material including proctor density test for executed work along with the bill;

4. Bid Price

- (a) The contract shall be for the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating and re-writing.
- (b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- (c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- (d) The rates should be quoted in Indian Rupees only.

5. Submission of Quotations

5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.

5.2 Each bidder shall submit only one quotation. Bidders shall not contact other Bidders on matters relating to this quotation.

5.3 The quotation submitted by the bidder shall comprise the following :-

- (a) Quotation in the format given in Section **B**.
- (b) Signed Bill of Quantities ; (Annexure 1, 2 & 3) and
- (c) Qualification information form given in Section B duly completed.

5.4 The bidder shall seal the quotation in an envelope addressed to the **DEAN, CTAE, MPUAT, Udaipur**. The envelope will also bear the following identification:-

Quotation for **Construction of Sub Surface Dyke, Near TSP Girls Hostel, Village: Chhali, Gram P. : Chhali, P.S. : Gogunda, District: Udaipur.**

Do not open before 5.00 PM on 31.03.2017.

5.5 Quotations must be received in the office of the **DEAN, CTAE, MPUAT, Udaipur** not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.

5.6 Any quotation / DD as mentioned in letter of invitation received by the **DEAN, CTAE, MPUAT, Udaipur** after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

6. Validity of Quotation

Quotation shall remain valid for a period not less than 45 days after the deadline date

specified for submission.

7. Opening of Quotations

Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

- 8.** Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. Evaluation of Quotations

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 3 above;
- (b) are properly signed ; and
- (c) conform to the terms and conditions, specifications and drawings without material deviations.

10. Award of contract

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

- 10.1** Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

- 10.2** The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

11. Performance Security

Within 3 days of receiving letter of acceptance, the successful bidder shall deliver to the **DEAN, CTAE, MPUAT, Udaipur** the performance security (either a bank guarantee or

a bank draft in favour of **DEAN, CTAE, MPUAT, Udaipur**) for an amount equivalent of 3 % of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12. Failure of the successful Bidder to furnish performance security and signing the agreement within to 2 % of contract price as bid security at the time of applying the bid & remaining 3 % of performance security will be deposited by the contract awarded bidder only. The performance security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12. Failure of the successful bidder to furnish performance security & signing the agreement within the period stipulated shall constitute sufficient ground for annulment of award and debarring the bidder for a period of one year, in which case the employer make the award to the next lowest evaluated bidder or seek quotations afresh.

12. Period of Maintenance :

The “Period of Maintenance” for the work is two years from the date of taking over possession or three full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

- 13.** Purchase of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

.....

SECTION - B

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**
- 3. Format of Letter of Acceptance.**

BIDDERS' QUALIFICATION INFORMATION

1 For Individual Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of Quotation.
[Attach copy]

1.2 Total value of Same Nature of 2013-14
construction work performed in the last 2014-15
three years (in Rs. Lacs) 2015-16

1.3 Work performed as prime contractor (in the same name) on works of a similar nature
over the last three years.

Project Name	Name of Employer	Description of work	Contract No.	Value of contract (Rs.Lakhs)	Date of issue of work order	Stipulated period of completion	Actual Date of Completion	Remarks explaining reasons for delay and work completed

Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works* remaining to be completed	Anticipated date of completion

* Enclose a certificate from Engineer concerned.

1.4 Proposed sub-contracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name &	Experience in similar work
*	*	*	*
*	*	*	*
*	*	*	*
	*	*	*
	*	*	*

1.5 Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.7 Information on litigation history in which the Bidder is involved.

Other party (ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

K. R. R. R.

QUOTATION

Description of the Works : Construction of Sub Surface Dyke, Near TSP Girls Hostel, Village : Chhali, Gram P. : Chhali, P.S. : Gogunda, Disrtict: Udaipur.

To:

**DEAN
CTAE, MPUAT, Udaipur**

Subject : Construction of Sub Surface Dyke, Near TSP Girls Hostel, Village : Chhali, Gram P. : Chhali, P.S. : Gogunda, Disrtict: Udaipur

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at percentage above / below the estimated rates, i.e., for a total Contract Price of -

Rs.** _____ [in figures]
Rs. _____ [in words].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive arrangements with the competitors.

We hereby confirm that this quotation is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

We have not been debarred/removed from approved lists/(dealings suspended) by the Central/State Governments or by the World Bank.

Yours faithfully,

Authorized Signature : _____ Date: _____

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____

* To be filled in by the Employer before issue of the Letter of Invitation.

** To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

Office of DEAN, CTAE, MPUAT, Udaipur

LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK

Dated: _____

To: _____ [Name and address of the Contractor]

Dear Sirs,

This is to notify you that your quotation dated _____
for execution of the _____ for the
contract price of Rupees _____
[amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount
of Rs. _____ (equivalent to 3% of the contract price) within 3 days
of the receipt of the letter. The Performance Security in the form of Bank guarantee
or a Bank draft in favour of “**DEAN, CTAE, MPUAT, Udaipur**” shall be valid till
the expiry of the period of
maintenance i.e. upto _____. Failure to furnish the Performance
Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the
work not later than _____ under the instructions of the
Engineer, _____ and ensure its completion within the
contract period.

With the issuance of this acceptance letter and your furnishing the
Performance Security, contract for the above said work stands concluded.

Yours faithfully,

**DEAN, CTAE,
MPUAT, Udaipur**

**Draft Agreement form for
Construction through National Shopping**

ARTICLES OF AGREEMENT

This deed of agreement is made in the form of agreement on _____ day _____ month _____ 20 ____, between the **DEAN, CTAE, MPUAT, Udaipur** or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of construction of _____ (hereinafter referred to as works) on the following terms and conditions.

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. ____ as reflected in Annexure - 1.

3.1 Payments at each stage will be made by the first party :

- (a) on the second party submitting an invoice for an equivalent amount ;
- (b) on certification of the invoice (except for the first installment) by the engineer nominated by the first party with respect to quality of works in the format in Annexure - 2; and
- (c) upon proper and justified utilization of at least 50 % of the previous installment and 100 % of any prior installment.

4. Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

5. Completion time

The works should be completed in Financial Year 2016-17 from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:
- (a) The first party does not give access to the site or a part thereof by the agreed period.
 - (b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
 - (c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
 - (d) Payments due to the second party are delayed without reason.
 - (e) Certification for stage completion of the work is delayed unreasonably.
7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. *0.05 % per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract amount.

(Note: The amount of liquidated damages per day should be determined at not less than 0.05 % of the contract value of the works and indicated here).

8. Duties and responsibilities of the first party

- 8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2 The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 8.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.

8.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

9.1 The second party shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions/direction of supervisory personnel including engineers etc. regarding building construction ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification ;
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- g) keep the first party informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ; and
- i) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- j) pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).
- k) Beneficiary contribution in erable land (10-20%) will be handled by the contractors. The build amount / valuation will be 100 % & the 80-90% payment will be made to the contractors after deducting the beneficiary contribution at the rate 10-20% contractors will take beneficiary contribution in cash/kind/labour.
- l) Ensure final payment only after recommendation of village level payment committee / individual beneficiary.

- m) The relevant chapters / contents of the Operational Guidelines issued for RACP for watershed component shall be adhered to.
- n) Apart from above, other contract conditions as enclosed herewith as Annexure-3 shall also be adhered to.

10. **Variations / Extra Items**

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- (a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- (b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- (c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

11. **Securities**

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. **Termination**

12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

(d) the Contractor does not maintain a security which is required;

12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

13. Payment upon Termination

13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

14. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired DEAN, CTAE, MPUAT, Udaipur to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

BID SUBMISSION SHEET

Fee	Amount (Rs.)	Mode	No. & Date
Tender Fee		DD/ BC	
Bid Security		DD/ BC	

NIB No.: CTAE/e-NIB/2016-17/chhali/06

Date:

Alternative No., if permitted: _____

To:

The Dean, CTAE, Udaipur

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including its all Addenda. We offer to supply Goods/Services in conformity with the Bidding Document and in accordance with the delivery schedule and the all the terms & conditions specified in Bidding Documents. Our Bid shall remain binding upon us for a period specified in the Bid Document and may be accepted at any time before the expiration of that period;
- (b) 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;
- (c) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (d) Our important particulars are as given below:
 - 1. Name & address of the tenderer with :
telephone/mobile No., Fax No., e-mail address etc.
 - 2. Whether Proprietor/ Partnership/ Company :
(Enclose copy of document)
 - 3. PAN No. :
 - 4. TIN No. :
 - 5. Service Tax Registration no. :
 - 6. Banker details: :
 - (a) Name :
 - (b) Branch No. :
 - (c) Address :
 - 7. (a) Bank Account No. :
(b) Type of A/c : Saving / Current/CC/ any other :
(c) IFSC code :
 - 8. Are you exempted from paying custom Duty/ :
excise Duty/Sales Tax, if yes give details.
 - 9. Any other important information related to the :
tender requirement.

Signature of Bidder
(with date and stamp)

(Form: TB-A)

Technical Bid Submission Form: Part-A
(Bidders Financial and Commercial Competence Criterion)

Important Note:

The bidder is required to enter the relevant information in respect of their Financial & Commercial Competence as described below and as required in SCC. The proof in form of relevant certificates must invariably enclosed. The bidder must complete the following Table and indicate the page No. of the enclosed proof in it. **In absence of such proofs, the Procuring Entity may not seek further clarifications and may make its own assessment of the technical suitability.**

SN	Criteria	Required Value (Item wise)	Bidder's Response	Proof submitted at page No.
1.	Turn over (Converted into Indian Rupees) completed or under execution over last 3 financial year.	50 % of work		
2.	Number of similar contracts successfully completed as main supplier within the last 3 year. (Enclose the list with address and telephone numbers.)	One (minimum amount 50% of tender cost)		
3.	VAT/ Sales Tax registration certificate	YES		
4.	VAT/Sales Tax clearance certificate from the concerned Commercial Taxes Officer	Tax clearance up to 31.03.2017		
5.	Permanent Account Number (PAN) issued by Income-Tax Department	YES		

Note: The bidder's are required to fill the appropriate field or put N.A. (not available/applicable). In case of yes, please attach the required proof.

Date:

Signature of bidder with seal

Place:

Name:

Technical Bid Submission Form-Part B

(Technical Suitability of Goods Offered)

(This form needs to be filled only if the bid is for procurement of goods)

The bidder is required to enter the relevant information asked in the format /table below and submit a proof in support of the information. The proof must be in form of catalogue, technical literature/ leaflet, brochure, etc. of the items offered in which the relevant portions are highlighted so as to enable the Procuring Entity to arrive at an informed decision about the technical suitability of the items offered vis-à-vis the specifications. In absence of such proofs, the Procuring Entity may make its own assessment of the technical suitability.

Note: This is only a format; the bidders must include all the items/goods (specified in the Schedule of Supply). If some item is not quoted it should be mentioned "Not Quoted". If some item/good is missing that shall be assumed as Not Quoted and corresponding Price Schedule, even if enclosed, will not be opened.

SN	Item Name	Make/Model of item/ goods offered	Bidder's Response[#] Please indicate whether items/goods quoted conform to the specifications (Yes/No). Deviations, if any, must be pointed out.	Remarks / Proof submitted at page No.
1.				

The bidder is required to separately conform to each part specification of the item/goods in the above table otherwise the bid is liable to be technically disqualified.

Date:

Signature of bidder with seal

Place:

Name:

PRICE SCHEDULE / FINANCIAL BID SUBMISSION SHEET**वित्तीय निविदा आवेदन फार्म**

(This format is for reference only. In case of e-procurement, the bidder has to fill in the Finance/Price Bid or BOQ in the desired format and upload on the e-procurement portal.)

Date: _____

NCB No.: _____ Alternative No., if permitted: _____

To: The Dean, College of Technology & Engineering,
MPUAT, Udaipur.

We, the undersigned, declare that:

- We have examined and have no reservations to the Bidding Document, including Agenda No.: _____
- 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.
- We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Bidding Documents, the following Service / Work (on task basis) at the following price:

Item No	Name and Description of Item	Country of Origin	Unit of Measurement	Unit EXW Price for the item	Sales and Other Taxes for the Item	Related services*, if not included in Column 6	Total Unit Price (In Figs. & Words) for the Item including Taxes (5+6+7)
1	2	3	4	5	6	7	8
1.							

*(like transportation, insurance, installation, commissioning, testing, training, maintenance etc., including taxes)

Note: Quote rates for different items/goods on separate sheets and submit in separate envelopes.

नोट: कृपया प्रत्येक आइटम/वस्तु की रेट प्रथक फार्म में भर कर प्रथक लिफाफों में सीलबंद करें।

I/We hereby certify that the above rates have been quoted after pursuing all the general and special terms and conditions of the bid. I/We agree to confirm these conditions and signed on all the terms & conditions

in token of confirmation and acceptance. I/we also bear the responsibility for installation, commissioning, demonstration and training to user at my/our cost.

Name/ address: _____

In the capacity of _____

Signed: _____

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

Date: _____

Tel: _____ Fax: _____ e-mail: _____

निविदा की सभी शर्तों की पालना के लिये शपत-पत्र

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

Name of Tenderer: _____

NCB No.:

We confirm that all the terms & conditions of tender are acceptable to us except the following:

(Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable. In case the tenderer does not mention any information to the deviations in the below format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition. Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.)

S.No.	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation
1.		क्या सेवाप्रदाता सेवाकर के दायरे में आता है? Does the service provider come under Service Tax?	Write Yes/No: _____ If yes, Rate of Service Tax: ____ (%)
2.			

Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.

We further undertake that we have not mentioned any condition in the price bid.

Signature of tenderer with official stamp

Date & Place:

(Form – DB7)

DECLARATION BY THE BIDDER UNDER SECTION 7 OF THE ACT

अधिनियम के सेक्शन 7 के तहत निविदादाता द्वारा घोषणा
(तकनीकी निविदा के साथ लगावें)

In relation to my/our Bid submitted to **the Dean, CTAE, Udaipur** for procurement of _____
_____ in response to their Notice Inviting Bids No. _____

Dated _____ I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:

Signature & Official Stamp of bidder

Place:

Name:

Designation:

Address:

(Form – MA1)

DECLARATION BY BIDDER

(In case of procurement valuing up to rupees 10 lakh)

Date: _____

Bid Ref. No.: _____

Alternative No., if applicable: _____

DECLARATION

I/We a legally constituted firm/body _____ and represented by _____ declare that I am/we are Manufacturers/Whole Sellers/ Sole distributor / Authorised dealer / bonafide dealers in the Goods and Related Services for which I/We have Bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my / our Bid Security may be forfeited in full and the Bid if any to the extent accepted may be cancelled.

Date:

Signature & Official Stamp of bidder

Place:

Name:

Designation:

Address:

MANUFACTURER'S AUTHORISATION
(In Case of Procurement Valuing More Than Rupees 10 Lakh)

MANUFACTURER'S AUTHORISATION

Date: _____

Bid Ref. No.: _____

Alternative No., if applicable: _____

To: _____

WHEREAS

We, who are official manufacturers of _____

having factories at _____

do hereby authorise _____

to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 4.6 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Date:

Signature & Official Stamp of bidder

Place:

Name:

Designation:

Address:

Undertaking For Compliance with the Code of Integrity and No Conflict of Interest

Date: _____

Bid Ref. No.: _____

Alternative No., if applicable: _____

I/we participating in the above bid undertake that we shall abide by the code of integrity and are not in any conflict of interest as defined below.

Code of Integrity:

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 behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

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

- i. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of this Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
 - 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
 - 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
 - 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.
- 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-3 [Bidding Forms].
- iii. Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective

Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

I/we understand that 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 or having a conflict of interest, 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.

AGREEMENT

(to be executed by the successful bidder on a non-judicial stamp of appropriate value)

THIS AGREEMENT made on this _____ day of _____, _____, between _____ of _____ (hereinafter "the Procuring Entity"), of the one part, and _____ of hereinafter "the Supplier"), of the other part:

WHEREAS the Procuring Entity invited Bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for the sum of _____ (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Procuring Entity's Notification to the Supplier of Award of Contract;
 - (b) The Bid documents submitted by the Service Provider including Price schedules/ financial bids and any supplementary documents submitted by the Service Provider and accepted by the Procuring Entity;
 - (c) The Special Conditions of Contract;
 - (d) The General Conditions of Contract;
 - (e) The Schedule of Services and Scope of Work;
 - (f) Instructions to Bidders;
 - (g) Detailed Notice Inviting Bids including addendums, if any;

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services 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 and Rajasthan on the day, month and year indicated above.

Signed by
Witness 1
Witness 2

for the Supplier

Name: _____

Designation: _____

Address: _____

for the Procuring Entity (On behalf of the Procuring Entity)

Name: _____

Designation: _____

Address: _____

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

(1) Filing an appeal

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

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

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

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

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bid Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

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

FORM No. 1

[See rule 83]

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal: (Supported by an affidavit)

.....
.....
.....

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature

BID SECURITY

(To be submitted in case the Bid security is not deposited through DD/Cash. To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

Form of Bid Security

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

Beneficiary: *[insert Name and Address of Procuring Entity]*

Date: *[DD/MM/YYYY]*

BID GUARANTEE No.: *[insert number]*

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of 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 Form,
 - (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 errors in accordance with the ITB, or
- (d) has breached a provision of the Code of Integrity specified in ITB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contracts 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 Bidder's bid.

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

Name _____

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

Date: Bank's Seal

BID SECURING DECLARATION

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

Notice Inviting Bids No.: *[insert number of bidding process]*

To: *[insert complete name of Procuring Entity]*

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 the Procuring Entity 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 Bid Securing Declaration is to be executed.]* starting on the date that we receive a notification from the **Procuring Entity** that our Bid Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,
 - (i) fail or refuse to execute the Contract Form, if required,
 - (ii) fail or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”),
- (c) have not accepted the correction of errors in accordance with the ITB, or
- (d) have breached a provision of the Code of Integrity specified in 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]*

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

Name: _____

[insert complete name 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 _____

Performance Security Bank Guarantee

(To be given by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

Date: _____

Contract Name and No.: _____

To: _____

WHEREAS _____ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. _____ dated _____ to supply _____ (hereinafter "the Contract")

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a Security issued by a reputable guarantor for the sum specified therein as Security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the Supplier a Security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Security is valid until the _____ day of _____

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Bank's Seal: _____

Performance Security Declaration

(To be submitted in lieu of performance security by the govt. depts. etc. as per ITB)

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

Contract Name and No.: _____

[insert name and number of Contract]

To: The Dean, College of Technology and Engineering, MPUAT, Udaipur

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed.] starting on the date that we receive a notification from you, The Dean, College of Technology and Engineering, MPUAT, Udaipur 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 warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____

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

In the capacity of: _____

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

Name: _____

[insert complete name of person signing the Performance Security Declaration]

Duly authorized to sign the Performance Security Declaration for and on behalf of: _____

[insert complete name of Supplier]

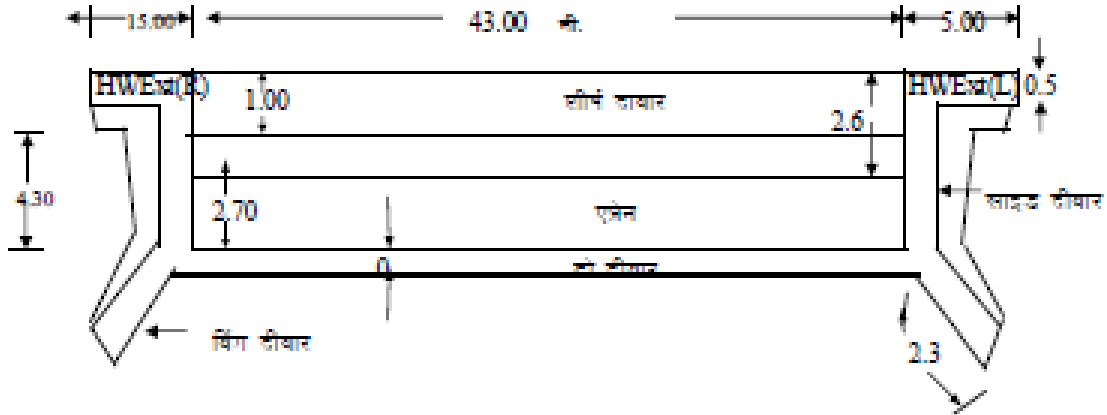
Dated on _____ day of , [insert date of signing]

Corporate Seal _____

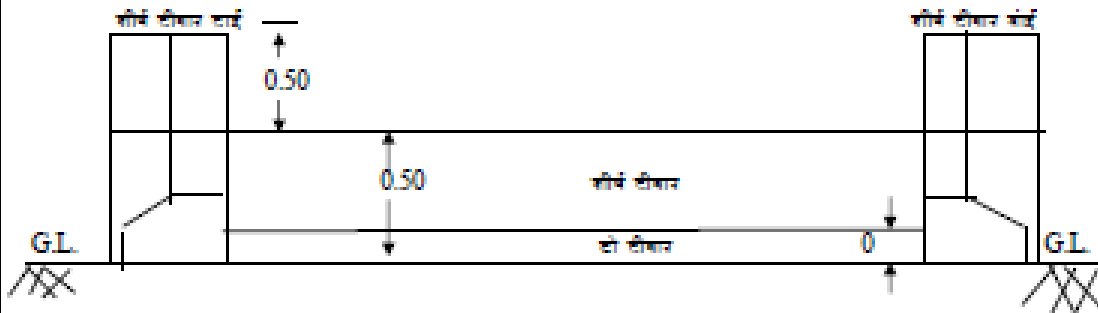
Name of Work: Construction of Sub Surface Dyke

ग्राम :- Chhali
जिला :- Udaipur

ग्राम संभारक :- Chhali
पो. स. :- Gogunda



खान



DOWN STREAM ELEVATION

*Not to the Scale
All Dimension in Meter*