

राजस्थान सरकार  
स्वायत्त शासन विभाग, राजस्थान जयपुर

जी-3, राज महल रेजीडेन्सी ऐरिया, सिविल लाईन फाटक, जयपुर

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क्रमांक / पीए / एफए / डीएलबी / 2023 / 10390-10671

दिनांक:- 28/06/2024

आयुक्त / अधिशाषी अधिकारी,  
नगर निगम / परिषद / पालिका,  
राजस्थान समस्त।

विषय:- सामग्री / सेवाओं की निविदाओं हेतु Standard Bid Document (SBD) के संबंध में।

उपरोक्त विषयान्तर्गत लेख है कि सामग्री / सेवाओं की निविदाओं हेतु Standard Bid Document (SBD) संलग्न कर भिजवाया जा रहा है। सामग्री / सेवाओं की निविदाओं में SBD के नियम / शर्तें सुलभ सन्दर्भ सहित RTPP Act 2012 & RTPP Rules 2013 की पालना सुनिश्चित करे। उक्त Standard Bid Document (SBD) विभागीय वेबसाईट <https://www.lsg.urban.rajasthan.gov.in/> पर उपलब्ध है।

संलग्न:- उपरोक्तानुसार।

  
(महेन्द्र मोहन)

वित्तीय सलाहकार

**कार्यालय का नाम-----**

**NOTICE INVITING E - BID**

**ई-निविदा सूचना संख्या ...../20.....-**

नगर निगम/परिषद/पालिका..... द्वारा निम्न कार्य कराये जाने हेतु सामग्री क्रय/सेवाओं (.....) में ईच्छुक एवं अनुभवी संवेदकों से निर्धारित प्रपत्र में ई-प्रोक्यूमेंट प्रक्रिया हेतु आनलाईन दर संविदा हेतु निविदाएँ आमंत्रित की जाती है। टेण्डर की शर्तें निम्नानुसार हैं:-

1. आर.टी.पी.पी. एक्ट 2012 एवं आर.टी.पी.पी. रूल्स 2013 के नियम एवं शर्तें निविदा में लागू होंगे।
2. निविदादाताओं को निविदा शुल्क/बोली प्रतिभूति एवं प्रोसेसिंग फीस ऑन लाईन नगर निगम/परिषद/पालिका..... की वेबसाइट \_\_\_\_\_ पर Submission Date and time से पूर्व जमा करवाकर उससे प्राप्त होने वाली रसीद को स्वेन करके [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर अपलोड करने पर ही निविदा को मान्य किया जावेगा।
3. बोली आमंत्रण प्रपत्र में दिए गए निर्देशों के अनुसार प्रस्ताव उचित रूप में ऑनलाईन प्रस्तुत किए जाने हैं।

क्र. सं.	कार्य का नाम	अनुमानित लागत (राशि लाखों में)	अमानता राशि 2%	निविदा शुल्क	MD-RISL Fees	निविदा प्रकाशित करने की तिथि	निविदा अपलोड करने की तिथि	निविदा डाउनलोड/अपलोड करने की अंतिम तिथि व समय	निविदा खोलने की तिथि व समय	कार्यपूर्ण करने की अवधि
1.										

4. निविदा में स्वीकृत सामग्री/सेवाओं की दरें कार्यादेश तिथि से 01 वर्ष के लिये मान्य होगी, उक्त अवधि को आपसी सहमति से 01 वर्ष के लिये ओर बढ़ाया जा सकता है।
5. ई-बोली प्रपत्र दो भागों में है। प्रथम भाग तकनीकी बिड है तथा द्वितीय भाग वित्तीय बिड है। बोली दाता द्वारा तकनीकी बिड हेतु यह प्रपत्र मय संलग्न व वांछनीय दस्तावेज के प्रत्येक पृष्ठ पर हस्ताक्षर करते हुये (मय सील) eproc पोर्टल पर अपलोड करनी है। वित्तीय बिड ऑनलाईन BOQ में ही प्रस्तुत की जानी है। इससे भिन्न रूप में प्रस्तुत प्रस्तावों पर विचार नहीं किया जाएगा। वित्तीय दर वाला बिड डॉक्यूमेंट केवल उन्ही फर्मों का खोला जायेगा, जिन्हें कमेटी द्वारा तकनीकी बिड डॉक्यूमेंट में योग्य समझा जायेगा।
6. निविदादाता निविदा राशि की 2.00 प्रतिशत अमानता राशि जमा कराना अनिवार्य होगा। प्रतिभूति घोषणा पत्र की हार्डकॉपी फर्म द्वारा निर्धारित समय, दिनांक पर कार्यालय में जमा करानी होगी।
7. संवेदक को किसी भी राजकीय संस्था विभाग, बोर्ड, कॉर्पोरेशन अथवा उपक्रम में वर्तमान में ब्लैक-लिस्टेड/डी-बार अथवा डिफाल्टर घोषित नहीं किया होना चाहिए इस संबंध में 100 रूपयों के नॉन ज्यूडिशियल स्टाम्प पैपर पर नोटरी से प्रमाणित शपथ-पत्र निविदा के साथ संलग्न किया जाना आवश्यक है।
8. फर्म का नाम एवं पता मय टेलीफोन नम्बर, फर्म की स्थिति एकाकी/पार्टनरशिप/प्रा.लि. आदि का विवरण संलग्न करना होगा। साथ ही फर्म का पैनकार्ड नं. की छायाप्रति संलग्न करनी होगी। फर्म का स्वयं का नगरीय निकाय क्षेत्र में कार्यालय स्थित होना आवश्यक है। (प्रमाण पत्र संलग्न करें)

9. फर्म का जीएसटी विभाग द्वारा जारी जीएसटी सर्टिफिकेट मय नवीनतम् जीएसटी रिटर्न प्रमाण पत्र की छाया प्रति संलग्न करनी होगी।
10. संवेदक को उपरोक्त कार्य में भाग लेने के लिए विगत तीन वित्तीय वर्ष में निविदा राशि का वार्षिक औसत न्यूनतम 50 प्रतिशत टर्न ओवर प्रतिवर्ष का होना आवश्यक होगा। इस हेतु संवेदक द्वारा सी.ए. से प्रमाणित ओडिटेड बेलेंस शीट लगाया जाना आवश्यक होगा।
11. संवेदक को किसी भी राजकीय विभाग अथवा राजकीय उपक्रम में समान प्रकृति के गत 3 वर्ष में निम्नानुसार सम्पादित कार्य जिसका अनुभव/पूर्णता प्रमाण पत्र संलग्न करना आवश्यक होगा—
- एक कार्य का अनुमानित लागत का 80% के बराबर पूर्णता का प्रमाण पत्र संलग्न करना होगा।  
या  
➤ दो कार्य जिनमें प्रत्येक कार्य का अनुमानित लागत का 50% के बराबर पूर्णता का प्रमाण पत्र संलग्न करना होगा।  
या  
➤ तीन कार्य जिनमें प्रत्येक कार्य का अनुमानित लागत का 40% के बराबर पूर्णता का प्रमाण पत्र संलग्न करना होगा।
12. संवेदक को निविदा में मांगे गये दस्तावेजों की पूर्ती कर लगाया जाना आवश्यक होगा। यदि मांगे गये दस्तावेजों की पूर्ती नहीं किये जाने पर उस फर्म को असफल माना जावेगा।
13. फर्म के गठन आदि में किसी भी परिवर्तन की सूचना क्रेता अधिकारी को लिखित में आपूर्तिकर्ता/सेवाप्रदाता ठेकेदार द्वारा दी जायेगी तथा इस परिवर्तन से संविदा के अधीन किसी भी दायित्व से फर्म के पहले सदस्य को मुक्त नहीं किया जावेगा।
14. निविदादाता विफल रहा है के मूल्य की निम्नानुसार प्रतिशत के आधार पर वसूली की जावेगी।
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|--|---------------|
| ● विहित परिदान कालावधि की एक चौथाई कालावधि तक विलम्ब                       | 2.50 प्रतिशत  |
| ● विहित कालावधि से एक चौथाई से अधिक किन्तु आधी से अनाधिक कालावधि तक बिलम्ब | 5.00 प्रतिशत  |
| ● विहित कालावधि के आधे से किन्तु तीन चौथाई तक की कालावधि का बिलम्ब         | 7.50 प्रतिशत  |
| ● विहित कालावधि के तीन चौथाई से अधिक की कालावधि का बिलम्ब                  | 10.00 प्रतिशत |
| ● निर्धारित नुकसान की अधिकतम रकम   | 10.00 प्रतिशत |
15. संविदा के संबंध में फर्म में किसी भी नए भागीदार/भागीदारों को ठेकेदार द्वारा फर्म में तब तक स्वीकार नहीं किया जायेगा जब तक कि वे इसकी समस्त शर्तों को मानने के लिये बाध्य नहीं हो जाते एवं क्रेता अधिकारी को इस संबंध में लिखित नामा प्रस्तुत नहीं कर दें। प्राप्ति स्वीकृति के लिए ठेकेदार की रसीद या बाद में उपरोक्त रूप में स्वीकार की गयी किसी भागीदारी की रसीद उन सब को बाध्य करेगी तथा वह संविदा के किसी प्रयोजन के लिए पर्याप्त रूप से उन्मुक्ति (डिस्चार्ज) होगी।
16. स्वीकृत निविदादाता की नगर निगम/परिषद/पालिका..... द्वारा समय-समय पर सामग्री क्रय (.....) एवं सेवायें..... के आदेश मिलने पर नगर निगम/परिषद/पालिका..... द्वारा निर्दिष्ट स्थान पर सामान की निर्देशानुसार पूर्ण व्यवस्था करनी होगी। सामान टूट-फूट रहित साफ तथा अच्छी क्वालिटी का होना आवश्यक है। स्वीकृत निविदादाता को इसके लिये अतिरिक्त चार्ज देय नहीं होगा। सामान की संख्या में कमी या बढ़ोतरी करने का अधिकार नगर निगम/परिषद/पालिका.....को पूर्ण अधिकार होगा।

17. स्वीकृत निविदादाता को निविदा की शर्तों की पूर्ण पालना करनी होगी। शर्तों की अवहेलना/खराब सामान आपूर्ति करने पर तथा विलम्ब पर नियमानुसार कार्यवाही कर नुकसान को वसूलने का नगर निगम/परिषद/पालिका..... को पूर्ण अधिकार होगा। ऐसे मामलों में फर्म के दोषी पाये जाने पर स्वीकृति निरस्त कर पुनः निविदा आमंत्रित की जा सकेगी। नई फर्म को निविदा द्वारा कार्यादेश दिये जाने तक नगर निगम/परिषद/पालिका..... ठेकेदार की रिस्क व कोस्ट के आधार पर किसी अन्य (निविदा में भाग लेने वाली) फर्म से कार्य कराया जा सकेगा, जिसकी कटौती ठेकेदार से की जावेगी।
18. किसी भी निविदा को बिना कारण बताये अस्वीकृत करने का पूर्ण अधिकार नगर निगम/परिषद/पालिका.....को होगा।
19. सफल निविदादाता को सामग्री/सेवाओं की टेण्डर राशि की 5 प्रतिशत राशि सिक्योरिटी डिपोजिट के रूप में रखी जायेगी। इसमें अमानता राशि को समायोजित करते हुए, शेष राशि ठेकेदार को जमा करानी होगी। यह निविदा अवधि तक नगर निगम/परिषद/पालिका कोष में जमा रहेगी। इस पर किसी भी प्रकार का ब्याज देय नहीं होगा।
20. सफल निविदादाता को नियमानुसार निर्धारित राशि के नॉन ज्यूडिशियल स्टाम्प पेपर पर नगर निगम/परिषद/पालिका.....के तहत शर्तों की पालना के संबंध में एक संविदा पत्र लिखना होगा, जिस पर दो गवाहों के हस्ताक्षर होंगे।
21. निविदा की शर्तों में किसी भी प्रकार का परिवर्तन/परिवर्धन करने का अधिकार आपसी सहमति से नगर निगम/परिषद/पालिका को होगा। लेकिन यह निविदा प्रस्तुत करने की तारीख से पूर्व होना चाहिए तथा निविदा के कुल समय का 50% समय से पूर्व अपलोड होना चाहिए।
22. निविदादाता द्वारा दी जाने वाली दरें सभी कर सहित होगी।
23. फर्म के बिलों से नियमानुसार आयकर कटौती भुगतान करते समय की जायेगी।
24. यदि निविदादाता किसी कार्यादेश की पूर्ति समय पर नहीं कर पावे अथवा आदेशों की अवहेलना करता है, या आदेशों को लेने से मना करता है, तो 5000/-रु. प्रतिदिन की दर से जुर्माना आगामी होने वाले भुगतान राशि में से काटा जावेगा।
25. कार्य की आवश्यकता को देखते हुए दूरभाष पर भी आदेश दिये जा सकेंगे जो ठेकेदार को मान्य होंगे। इसकी पुष्टि में बाद में आदेश जारी किये जा सकेंगे।
26. निविदादाता द्वारा दरें निकटतम रु. एवं पैसों में दी जावेगी।
27. ठेकेदार के ठेके को निरस्त करने की अवस्था में नगर निगम/परिषद/पालिका द्वारा उचित समझे जाने पर निविदा में भाग लेने वाली अन्य फर्मों से प्रथम निविदादाता (वर्तमान ठेकेदार) की अनुमोदित दरों पर कार्य करने की सहमति लेकर कार्य कराया जा सकेगा, जो शेष अवधि के लिए होगा।
28. इस करार से उत्पन्न समस्त विवादों तथा इस करार के निर्वाचन से संबंधित समस्त प्रश्न नगर निगम/परिषद/पालिका द्वारा निर्णित किये जायेंगे और नगर निगम/परिषद/पालिका का निर्णय अंतिम होगा।
29. सिविल विवाद की स्थिति में स्थानीय सिविल न्यायालय को ही क्षेत्राधिकार होगा।
30. राज्य सरकार व नगर निगम/परिषद/पालिका.....द्वारा समय समय पर जारी आदेश निर्देश मान्य होंगे।

31. निविदादाता को ई-मेल द्वारा सूचना दी जा सकती है। इसलिए आप अपने फ़ैक्स नम्बर साथ ही ई-मेल तथा मोबाईल नम्बर देने जरूरी होंगे।
32. संतोषजनक कार्य नहीं होने की स्थिति में अनुबन्ध को किसी भी समय निरस्त किया जा सकता है तथा प्रतिभूति राशि जब्त कर ली जायेगी।
33. निविदादाता द्वारा किसी भी आईटम की दर प्रस्तुत नहीं करने पर निविदा को अपूर्ण मानकर निरस्त कर दिया जायेगा।
34. दर संविदा हेतु किसी निविदादाता द्वारा अस्पष्ट एवं अव्यावहारिक दरें दी जाती हैं, तो उसकी निविदा निरस्त कर अमानता राशि जब्त कर ली जायेगी।
35. यदि किसी निविदादाता द्वारा टेण्डर की राशि से कम दर भरी जाती है तो सफल निविदादाता को एल.ओ.ए. (स्वीकृति प्रत्र) जारी किये जाने के 14 दिवस के अन्दर अन्तर की राशि बीजी/एफडीआर/एनएससी के रूप में नगर निगम/परिषद/पालिका.....में जमा करानी होगी। कार्य संतोषप्रद पूर्ण होने के पश्चात् वापस लौटा दी जावेगी।
36. निविदादाता द्वारा निविदा प्रपत्र तथा एनेक्सचर A,B & C को स्वयं हस्ताक्षर कर स्कैन करके [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर अपलोड करने पर ही निविदा को मान्य किया जावेगा। अन्यथा निविदा निरस्त कर दी जावेगी।
37. निविदादाता दरों की वैधता अवधि खोले जाने की दिनांक से 90 दिवस तक अनुमोदन हेतु मान्य होगी।
38. आर.टी.पी.पी. एक्ट 2012 एवं आर.टी.पी.पी. रूल्स 2013 की सभी नियमों एवं शर्तें पूर्णतः प्रभावी रहेगी।

निविदादाता के हस्ताक्षर  
एवं फर्म का नाम

आयुक्त/अधिकाधी अधिकारी  
नगर निगम/परिषद/पालिका.....

**Section VI C: Contract Forms**

**1. Agreement**

(To be executed 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) Supply Order
  - b) The Procuring Entity’s Notification to the Supplier of Award of Contract;
  - c) Addendum if any
  - d) The Special Conditions of Contract;
  - e) The General Conditions of Contract;
  - f) The Schedule of Supply and technical specification;
  - g) Instructions to Bidders;
  - h) The Notice Inviting Bids;

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.

3. 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.
4. 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.
5. Jurisdiction of court shall be at Jaipur court only

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 (For and on behalf the Supplier) \_\_\_\_\_ Signed by the Procuring Entity (On behalf of Governor of Rajasthan ) \_\_\_\_\_

Name  
 Signature  
 In the presence of  
 Witness1  
 Name  
 Signature  
 Address  
 Witness2  
 Name  
 Signature  
 Address  
 Date

In the presence of  
 Witness 1  
 Name  
 Signature  
 Address  
 Witness 2  
 Name  
 Signature  
 Address  
 Date

## 2. Performance Security

(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 amount of rupees\* \_\_\_\_\_ 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.

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.

Name

In the capacity of Signed

Duly authorized to sign the Security for and on behalf of Bank's Seal

Date

\* 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 period of Warranty/ Guarantee 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.

**3. Performance Security Declaration**

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

Contract Name and No.:\_\_\_\_\_

[insert name and number of Contract]

To:\_\_\_\_\_

[insert complete name 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

\_\_\_\_\_ [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 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-----



#### 4. Advance Payment Security

Date:

Contract Name and No.:

To

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

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

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

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.

Name:

In the capacity of:

Signed:

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

Date:

Bank's Seal:

*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.*

**5. Letter of Acceptance**  
**Letter of Acceptance**  
*[On letter head paper of the Procuring Entity]*

No. ....

*Dated* .....

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

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: .....

Designation: .....

## कार्यालय नगर निगम/परिषद/पालिका.....

ई-निविदा सूचना संख्या ...../20....-.....

नगर निगम/परिषद/पालिका..... द्वारा निम्न कार्य कराये जाने हेतु सामग्री क्रय (.....) एवं सेवायें..... में ईच्छुक एवं अनुभवी संवेदकों से निर्धारित प्रपत्र में ई-प्रोक्यूमेंट प्रक्रिया हेतु आनलाईन निविदाएँ आमंत्रित की जाती है। निविदा फार्म आनलाईन वेबसाईट <http://eproc.rajasthan.gov.in> डाउनलोड एवं अपलोड व <http://sppp.rajasthan.gov.in> पर डाउनलोड किये जा सकते हैं :-

S. No.	Particulars	Detail
1	Name of Work:-	
2	Estimate Cost of Tender	
3	Earnest money (EMD) 2%	
4	Cost of tender document (non-refundable) In favor of Municipal Corporation Jaipur Heritage Payable at Jaipur.	
5	RISL Processing Fees (non-refundable) In favor of MD RISL Payable at Jaipur.	
6	Tender Publication on official web site <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	
7	Tender download start date	
8	Bid Submission start date & Time	
9	Bid Submission End date & Time	
10	Technical bid opening date & Time	

निविदा दाताओं को निविदा शुल्क, एवं प्रोसेसिंग फीस ऑन लाईन नगर निगम/परिषद/पालिका..... की वेबसाईट .....पर Submission Date and Time से पूर्व जमा करवाकर उससे प्राप्त होने वाली रसीद को स्कैन करके [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर अपलोड करने पर ही निविदा को मान्य किया जावेगा। निविदा से सम्बन्धित समस्त विवरण वेबसाईट <http://eproc.rajasthan.gov.in>, .....तथा [sppp.raj.nic.in](http://sppp.raj.nic.in) पर देखा जा सकता है। इच्छुक संवेदको को अपने डिजिटल हस्ताक्षर के माध्यम से वेबसाईट पर रजिस्टर्ड करवाना आवश्यक है। ई-टेंडरिंग में न्यूनतम दर को स्वीकार की जायेगी।

आयुक्त/अधिसाषी अधिकारी  
नगर निगम/परिषद/पालिका.....

प्रतिलिपि- आवश्यक कार्यवाही हेतु

1. .... को भेजकर लेख है कि उक्त सूचना को नगरीय निकाय की वेबसाईट पर प्रदर्शित करते हुए ई-टेंडरिंग की कार्यवाही सुनिश्चित करावें।

आयुक्त/अधिसाषी अधिकारी  
नगर निगम/परिषद/पालिका.....

## Section VA: General Conditions of Contract

<b>1. General</b>			
<b>S. No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>1.1</b>	<b>Definitions</b>		Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:
		1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Applicable Law” means the Central or State laws and any other instruments having the force of law in India and Rajasthan or any other area of operation of the Contract as they may be, issued and in force from time to time.
		1.1.3	“Client” means the Procuring Entity with which the selected Consultant signs the Contract for the Services.
		1.1.4	“Consultant” means the Bidder who may be any entity or person including any Sub-Consultant and other personnel that may provide the Services to the Client under the Contract.
		1.1.5	“Contract” means the legally binding written agreement as signed by the Parties, that are these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), Bidding Forms, Appendices and all the attached documents.
		1.1.6	“Day” means a calendar day, unless indicated otherwise in the SCC.
		1.1.7	“Effective Date” means the date on which this Contract comes into force and effect.
		1.1.8	“Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
		1.1.9	“Foreign Currency” means any currency other than the Indian Rupees.
		1.1.10	“GCC” mean these General Conditions of Contract.
		1.1.11	“In writing” means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt.
		1.1.12	“Joint Venture (JV)” means an association with a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for

		1.1.13	“Key Expert(s)” or “Key Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) were taken into
		1.1.14	“Local Currency” means Indian Rupees.
		1.1.15	“Member” means any of the entities that make up the Joint Venture/ Consortium/ Association; and “Members” means all these entities.
		1.1.16	“Non-Key Expert(s)” or “Non-Key Personnel” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
		1.1.17	“Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
		1.1.18	“Personnel” means professionals and support staff in the form of Key Personnel and Non-Key Personnel provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part there of; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside India; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
		1.1.19	“Reimbursable expenses” where applicable means all assignment-related costs other than Consultant’s remuneration.
		1.1.20	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.21	“SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
		1.1.22	“Services” means the work to be performed by the Consultant pursuant to this Contract.
		1.1.23	“Sub-Consultants” means any person or entity to whom the Consultant, with the approval of the Client, subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
		1.1.24	“Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub- Consultant.
<b>2. Interpretation</b>			

<b>2.1</b>	<b>Relationship Between the Parties</b>	2.1.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Experts, Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
<b>2.2</b>	<b>Law Governing the Contract</b>	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws .
<b>2.3</b>	<b>Language</b>	2.3.1	This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>2.4</b>	<b>Headings</b>	2.4.1	The headings shall not limit, alter or affect the meaning of this Contract.
<b>2.5</b>	<b>Notices, Communications</b>	2.5.1	Any communication, notice, request or consent required or permitted to be given or made pursuant to this Contract shall be In Writing. Any such notice, request or consent shall be deemed to have been given or made when delivered personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
		2.5.2	A Party may change its address for notice hereunder by giving the other Party a notice In Writing of such change to the address specified in the SCC.
<b>2.6</b>	<b>Location</b>	2.6.1	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is changed, at such locations, whether in the India or elsewhere, as the client may approve.
<b>2.7</b>	<b>Authority of Member in Charge or Team Leader</b>	2.7.1	In case the Consultant consists of a Joint Venture/ Consortium/ Association of more than one entity, the Members hereby authorise the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments in the joint name from the Client.
<b>2.8</b>	<b>Authorized Representatives</b>	2.8.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the Authorized Representatives specified in the SCC.

<b>3. Code of Integrity</b>			
<b>3.1</b>	<b>Code of Integrity</b>	3.1.1	<p>It is required that Consultant observes the highest standards of ethics during the procurement process and performance of the Contract with strict compliance to the provisions of Code of Integrity specified in the Act and the Rules. In particular, the Consultant, Sub-Consultants, or their personnel shall-</p> <p>(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 performance of the Contract or to otherwise influence the Client/ Procuring Entity;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process and performance of the Contract;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>(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 and performance of the Contract;</p> <p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(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.</p> <p>Further, none of them shall indulge in corrupt, fraudulent, coercive and collusive practices. For the purpose of this clause these practices are defined as below:</p> <p>i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>ii. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p>
<b>3.2</b>	<b>Measures to be Taken On Breach Of Code of Integrity</b>	3.2.1	<p>Breach of Code of Integrity by the Consultant, Sub-Consultants, or their personnel:- 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 the Consultant, Sub-Consultants, or their personnel, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act.</p>

<b>4. Commencement, Completion, Modification and Expiration of Contract</b>			
<b>4.1</b>	<b>Effectiveness of Contract</b>	4.1.1	This Contract shall come into force and effect on the date (the "Effective Date") on which the Client issues to the Consultant the Letter of Acceptance of his Proposal. The notice to commence the Services, if issued separately, shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
<b>4.2</b>	<b>Forfeiture of Performance Security</b>	4.2.1	<p>Amount of the Performance Security in full or part may be forfeited in the following cases :-</p> <p>(a) when the Consultant does not execute the agreement in accordance with ITC Sub-Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or</p> <p>(b) when the Consultant fails to commence the Services as per Letter of Award within the time specified; or</p> <p>(c) when the Consultant fails to complete the Services satisfactorily within the time specified; or</p> <p>(d) when any terms and conditions of the contract is breached; or</p> <p>(e) to adjust any accepted dues against the Consultant from any other contract with the Procuring Entity; or</p> <p>(f) if the Consultant breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and GCC Sub-Clause 3.1.1</p> <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>
<b>4.3</b>	<b>Expiration of Contract</b>	4.3.1	Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
<b>4.4</b>	<b>Entire Agreement</b>	4.4.1	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
<b>4.5</b>	<b>Modifications or Variations</b>	4.5.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
		4.5.2	In cases of substantial modifications or variations, the prior written consent of the competent authority of the Procuring Entity will be required.



<b>5. Force Majeure</b>			
<b>5.1</b>	<b>Definition</b>	5.1.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
		5.1.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
		5.1.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
<b>5.2</b>	<b>No Breach of Contract  Due to Force Majeure</b>	5.2.1	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
<b>5.3</b>	<b>Measures to be Taken</b>	5.3.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		5.3.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
		5.3.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

		5.3.4	<p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p>a. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>b. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p>
		5.3.5	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Dispute Resolution Mechanism.
<b>5.4</b>	<b>Suspension</b>	5.4.1	The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Consultant of such notice of suspension.
<b>6. Termination</b>			
<b>6.1</b>	<b>By the Client</b>	<b>6.1.1</b>	The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) <u>days</u> ' written notice of termination to the Consultant in case of the events referred to in (a) through (d), sixty (60) <u>days</u> ' in the case of the event referred to in (e), fourteen (14) <u>days</u> ' in the case of the event referred to in (f) and (g), and five (5) <u>days</u> ' in the case of the event referred to in (h), :

			<p>(a) If the Consultant fails to remedy a failure in the performance of its obligations under the Contract, as specified in the notice of termination, within thirty (30) Days of receipt of such notice of termination or within such further period as the Client may have subsequently approved In Writing.</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings, where permissible.</p> <p>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Consultant, in the judgment of the Client, has breached any provision of the Code of Integrity as given in GCC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.</p> <p>(g) If the Consultant submits to the Client a false statement/ document which has a material effect on the rights, obligations or interests of the Client.</p> <p>(h) If the Consultant fails to confirm availability of Key Experts as required in GCC Clause 4.3.1.</p>
		6.1.2	<p>Termination by the Client due to failure of the Consultant to provide the required Services shall lead to the forfeiture of the Performance Security as per GCC Sub-Clause 4.2 [Forfeiture of Performance Security] and get the Services performed by another agency at the risk and cost of the original Consultant.</p>

6.2	<b>By the Consultant</b>	6.2.1	<p>The Consultant may terminate this Contract, by not less than thirty (30) <u>days</u>' written notice to the Client, in case of the occurrence of any of the events specified as under:</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) Days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration, where permissible.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved In Writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
6.3	<b>Cessation of Rights and Obligations</b>	6.3.1	<p>Upon termination of this Contract pursuant to GCC Clause 6 hereof, or upon expiration of this Contract pursuant to GCC Clause 4.3, all rights and obligations of the Parties hereunder shall cease, except:</p> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration,</p> <p>(ii) the obligation of confidentiality set forth in GCC Clause 7.7,</p> <p>(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records by the Client set forth in GCC Clause 7.10, and</p> <p>(iv) any right which a Party may have under the Applicable Law.</p>
6.4	<b>Cessation of Services</b>	6.4.1	<p>Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 6.1 or 6.2, the Consultant shall, immediately upon despatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clause 7.13 or 7.14.</p>

6.5	<b>Payment upon Termination</b>	6.5.1	<p>Subject to the GCC Clause 3.2.1 [Measures to be Taken on Breach of Code of Integrity], upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <p>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of GCC Clause 6.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p>
6.6	<b>Disputes about Events of Termination</b>	6.6.1	<p>If either Party disputes whether an event has occurred, such Party may, within forty-five (45) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration, where permissible.</p>
6.7	<b>Extension in Completion Period and Liquidated Damages</b>	6.7.1	<p>If the Consultant considers at any time during the performance of the Contract that it is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing within 14 (Fourteen) days of the occurrence of cause of hindrance to the Client to extend the completion period of the Contract giving detailed reasons and justifications. The Client, after considering the reasons and justifications, may extend the period set forth for completion of the contract with or without liquidated damages. The Procuring Entity, except in case of an event of Force Majeure or reasons beyond the control of the Consultant, shall be entitled to impose on the Consultant, liquidated damages of 1% of the Contract amount for each week of delay after the stipulated period of completion of the Contract. However, the liquidated damages shall not exceed a total of 10% of the Contract amount.</p>

<b>7. Obligations of the Consultant</b>			
<b>7.1</b>	<b>Standard of Performance</b>	7.1.1	The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, approved professionals, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties. No decision regarding design or incidental thereto of the consultant should cause any loss to the Client. All designs, drawings and the estimates should provide optimum value to the Client.
		7.1.2	The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
		7.1.3	The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
<b>7.2</b>	<b>Law Governing Services</b>	7.2.1	The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants comply with the Applicable Law.
		7.2.2	The Client shall notify the Consultant In Writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
<b>7.3</b>	<b>Conflict of Interests</b>	7.3.1	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
<b>7.4</b>	<b>Consultant Not to Benefit from Commissions, Discounts, etc</b>	7.4.1	The payment of the Consultant pursuant to GCC Clause 10 shall constitute the Consultant's only payment in connection with this Contract and, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub- Consultants, as well as the Experts/ Personnel and agents of either of them, similarly shall not receive any such additional payment.

		7.4.2	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Procuring Entity's procurement rules and guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions negotiated by the Consultant in the exercise of such procurement advisory responsibility shall be for the account of the Client.
7.5	<b>Consultant and Affiliates Not to be Otherwise Interested in Project, Not to Engage in Certain Activities</b>	7.5.1	The Consultant agrees that, during the term of this Contract and after its completion or termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
7.6	<b>Prohibition of Conflicting Activities</b>	7.6.1	The Consultant shall not engage, and shall cause its Experts, Personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
		7.6.2	The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract, in addition to any action which may be taken under the provisions of the Act and the Rules.
7.7	<b>Confidentiality</b>	7.7.1	In addition to the provisions of Section 49 of the Act and Rule 77 of the Rules, except with the prior written consent of the Client, the Consultant and the Experts or Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts or Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
7.8	<b>Liability of the Consultant</b>	7.8.1	Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.

7.9	<b>Insurance to be Taken out by the Consultant</b>	7.9.1	<p>The Consultant:</p> <ul style="list-style-type: none"> <li>(i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, in the joint name of the Client and himself, upto the final completion of the Contract at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against all the risks, personnel, vehicles, equipments, etc and for the coverage specified in the SCC; and</li> <li>(ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</li> </ul> <p>The Consultant shall ensure that such insurance is in place prior to commencing the Services.</p>
7.10	<b>Accounting, Inspection and Auditing</b>	7.10.1	<p>The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p>
		7.10.2	<p>The Consultant shall permit and shall cause its Sub-consultants to permit, the Procuring Entity or Government of Rajasthan and/or persons appointed by them to inspect the Site and its accounts and records as well as those of its Sub- Consultants relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Procuring Entity or Government of Rajasthan.</p>
		7.10.3	<p>The Consultant's attention is drawn to the fact that acts of the Consultant intended to impede the exercise of the powers of inspection and audit by the Client constitute a prohibited practice leading to Contract termination.</p>
7.11	<b>Consultant's Actions Requiring Client's Prior Approval</b>	7.11.1	<p>Subcontracts: If permitted in the RFP, the Consultant may subcontract work relating to the Services with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience equal to or better than those of the Sub-Cconsultant being replaced and acceptable to the Client, or to resume the performance of the Services itself.</p>



7.12	<b>Reporting Obligations</b>	7.12.1	The Consultant shall submit to the Client the reports and documents specified in Appendix A hereto, in the form, in number and within the time periods set forth in the said Appendix. Final reports shall be delivered in soft copy in addition to the hard copies specified in the said Appendix.
7.13	<b>Proprietary Rights of the Client in Reports and Records</b>	7.13.1	Unless otherwise indicated in the <b>SCC</b> , all reports and relevant data and information such as maps, drawings, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
		7.13.2	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
7.14	<b>Equipment, Vehicles and Materials Provided by the Client</b>	7.14.1	Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client In Writing, shall insure them in an amount equal to their full replacement value.
7.15	<b>Equipment and Materials Provided by the Consultant</b>	7.15.1	Any equipment or materials brought by the Consultant or its Experts and Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Experts and Personnel concerned, as applicable.

<b>8. Consultants' Experts, Personnel and Sub-Consultants</b>			
<b>8.1</b>	<b>Description of Key Experts</b>	8.1.1	The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in <b>ToR</b> .
<b>8.2</b>	<b>Replacement of Key Experts</b>	8.2.1	Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
		8.2.2	Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
<b>8.3</b>	<b>Removal of Experts or Sub-consultants</b>	8.3.1	If the Client finds that any of the Consultant's or Sub-consultant's personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's or Sub-consultant's personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
		8.3.2	In the event that any of the Consultant's or Sub-consultant's Expert is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
		8.3.3	Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
		8.3.4	The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
<b>8.4</b>	<b>Resident Project Manager</b>	8.4.1	If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of the Services.
<b>9. Obligations of the Client</b>			
<b>9.1</b>	<b>Assistance and Exemptions</b>	9.1.1	Unless otherwise specified in the SCC, the Client shall use its best efforts to:
		9.1.1.1	Assist the Consultant in obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

		9.1.1.2	Assist the Consultant in promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India while carrying out the Services under the Contract.
		9.1.1.3	Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts, Personnel and their eligible dependents.
		9.1.1.4	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
		9.1.1.5	Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services in obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in India according to the applicable law in India.
		9.1.1.6	Assist the Consultant, any Sub-consultants and the Experts of either of them in obtaining the privilege, pursuant to the applicable law in India, of bringing into India reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
		9.1.1.7	Provide to the Experts of Consultant and Sub-Consultants any such other assistance as may be specified in the SCC.
<b>9.2</b>	<b>Access to Project Site</b>	9.2.1	The Client warrants that the Consultant shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.
<b>9.3</b>	<b>Change in the Applicable Law Related to Taxes and Duties</b>	9.3.1	If, after the date of this Contract, there is any change in the Applicable Law with respect to existing or new taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and Reimbursable Expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in GCC Clause 10.1.1.
<b>9.4</b>	<b>Services, Facilities and Property of the Client</b>	9.4.1	The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference.

		9.4.2	In case that such services, facilities and property shall not be made available to the Consultant, the Parties shall agree on:  (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services,  (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and  (iii) the additional payments, if any, to be made to the Consultant as a result of it.
<b>9.5</b>	<b>Counterpart Personnel</b>	9.5.1	The Client shall make available to the Consultant free of charge such professional and support counterpart Personnel, to be nominated by the Client with the Consultant's advice, if specified in <b>ToR</b> .
		9.5.2	If counterpart Personnel are not provided by the Client to the Consultant, the Client and the Consultant shall agree on:  (i) how the affected part of the Services shall be carried out, and  (ii) the additional payments, if any, to be made by the Client to the Consultant.
		9.5.3	Professional and support counterpart Personnel, excluding Client's liaison Personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
<b>9.6</b>	<b>Payment Obligation</b>	9.6.1	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in <b>ToR</b> .
<b>10. Payments to Consultant</b>			
<b>10.1</b>	<b>Contract Price</b>	10.1.1	The Contract price is fixed and is as mentioned in award of contrat.
		10.1.2	Any change to the Contract price specified in GCC Clause 10.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to GCC Clause 4.6 and have amended in writing the Terms of Reference.
<b>10.2</b>	<b>Payment</b>	10.2.1	In consideration of the Services performed by the Consultant under this Contract as specified in <b>ToR</b> , the Client shall make to the Consultant such payments and in such manner as is provided in the Contract. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

<b>10.3</b>	<b>Schedule of Payments</b>	10.3.1	The schedule of payments shall be as stated in the SCC
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<b>10.4</b>	<b>Reimbursable</b>	10.4.1	No Reimbursable expenses shall be allowed under Lump Sum Contracts, unless specified in the SCC.`
<b>10.5</b>	<b>Taxes and Duties</b>	10.5.1	The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the <b>SCC</b> .
		10.5.2	As an exception to the above and if stated in the <b>SCC</b> , all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
<b>10.6</b>	<b>Currency of Payment</b>	10.6.1	Any payment under this Contract shall be made in the currency (ies) of the Contract.
<b>10.7</b>	<b>Payment for Additional Services</b>	10.7.1	For the purpose of determining the remuneration due for additional Services as may be agreed, as per rules prior approval of competent authority.
<b>10.8</b>	<b>Advance Payment</b>	10.8.1	(a) No advance payment shall be made.
<b>10.9</b>	<b>Mode of Billing and Payment</b>	10.9.1	The total payments under this Contract shall not exceed the Contract Price set forth in GCC Clause 10.1 and the payments under this Contract shall be made in lump-sum installments against deliverables specified in <b>ToR</b> .
		10.9.2	<i>The Lump-Sum Installment Payments:</i> The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

		10.9.3	<p><i>The Final Payment:</i> The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) days after receipt of the final report by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) Days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.</p>
		10.9.4	All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
		10.9.5	With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
11.1	<b>Good Faith</b>	11.1.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.
<b>12. Settlement of disputes</b>			
12.1	<b>Settlement of Disputes</b>	12.1	Dispute Resolution Mechanism shall be as stated in <b>Annexure A.</b>
	<b>Jurisdiction of Court</b>	12.2	Jurisdiction of court at Jaipur only

## **Annexure A: Dispute Resolution Mechanism**

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

- I. Amicable resolution between representatives of Parties to the Contract
  
- II. 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 amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs. 50000/-.

Dispute Resolution Mechanism will have the following Committees at the levels of Head of the Department and Administrative Secretary of the Department:

- 1. Head of the Department Level Committee:** to address disputes in contracts of value upto Rs. 10 lakh:

The Head of the Department Level Committee shall comprise of Head of the Department, Financial Advisor/ Chief Accounts Officer of the Department, Concerned Procuring Entity or Additional Head of the Department (Member -Secretary) and Representative of Law Department not below the rank of Legal Assistant.

- 2. Administrative Secretary Level Committee:** to address disputes in contracts of value of more than Rupees 10 lakh.

The Administrative Department Level Committee shall comprise of Administrative Secretary of the Department, Representative of Finance Department not below the rank of Deputy Secretary, Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer, Chief Engineer- cum - Addl. Secretary of the concerned department and Chief Engineer concerned [or Head of the Department, in case of other than a Works Department (Member- Secretary)].

*NOTE: In case the Procuring Entity is other than a Department of the State Government, the concerned Administrative Department will decide the levels of various members of the two*

*Dispute Resolution Committees.*

III. Arbitration will be applicable in case of disputes arising in contracts above a value of more than Rs.1 crore which remain unresolved through the Dispute Resolution Committee.

IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.

V. Procedure of reference to the Dispute Resolution Committee:-

The Consultant 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 three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Consultant, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Consultant and the Procuring Entity.

**Appendices**

**APPENDIX A – TERMS OF REFERENCE**

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]*

*Insert the text based on the Section IV (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-10 of the Consultant's Proposal. Highlight the changes to Section IV of the RFP]*

.....

**APPENDIX B - KEY EXPERTS**

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....



**APPENDIX C – BREAKDOWN OF CONTRACT PRICE**

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on Form FIN-3 and FIN-4 of the Consultant’s Proposal and reflects any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to Form FIN-3 and FIN-4 at the negotiations or state that none has been made.]*

*[When the Consultant has been selected under Quality-Based Selection method, also add the following:*

*“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultant’s Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.*

*Should these representations be found by the Client (either through inspections or audits pursuant to GCC Clause 7.10 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next installment payment to the Consultant, or (ii) if there are no further payments to be made by the Client to the Consultant, the Consultant shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with GCC Clause 10.9.3 of this Contract.]”*