

SECTION II. - BIDDING DATA SHEET

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

Instructions to Bidders Clause Reference

Clause 1.1 **The Employer is :** Executing Agency, the Local Self Government Department of the State of Rajasthan. The authorized representative of the Employer is Project Director, Rajasthan Urban Infrastructure Development Project.

Clause 1.1 The number of the Invitation for Bids is : _____

Identification number of the NCB is: _____

Name of the Work: _____

Brief Description of the Works:

This involves works such as _____

Clause 2.1 **The Borrower is : INDIA**

Clause 2.1 **The name of the project is : Rajasthan Urban Sector Development Investment Program (RUSDIP)**

Clause 4.1 *If Joint Venture not allowed, then replace Clause 4.1 with the following:*
A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 4.5

Clause 6.4 **Submission of Document**

The publications of RUIDP on “Standard Specifications of Civil Works” and “Quality Assurance and Quality Control (QAQC)” and “SOR of RUIDP” will be provided along the bid document and will form part of the contract.

Clause 7.1 For clarification purpose only, the Employer’s address is:
Project Director, Rajasthan Urban Infrastructure Development Project
Street Address: AVS Building, Jawahar Circle, JLN Marg, Malviya Nagar
Floor/Room number: First Floor

City: Jaipur

PIN Code: 302017

Country: India

Telephone: +91-141-2721966

Facsimile number: +91-141-2721919

Electronic mail address: mail@ruidp.gov.in

Web site : www.ruidp.gov.in

Clause 7.4 *Pre-Bid Meeting:*

A pre-bid meeting shall be held at the following date, time, and location:

Date _____

Time: 15:00 hrs

Place: Office of the Project Director,
Rajasthan Urban Infrastructure Development Project,
AVS Building, 1st Floor, Jawahar Circle,
JLN Marg, Malviya Nagar,
Jaipur 302 017, India

Telephone: 0141-2721966

A site visit conducted by the Employer _ . [insert “shall be” or “shall not be”] organized

Clause 10.1
Clause 13
Clause 14.5

The language of the bid is: English
 Alternative bids shall not be permitted.

Sub Clause 14.5:

Add the following at end of clause ITB 14.5

The bidders are informed that certain tax and duty exemptions are available as per the following GOI notifications:

- a) *In accordance with Notification No. 108/95–CE dated 28.8.1995 (Goods Supplied to UN or an International Organization) and subsequent amendments, the Central Government has granted exemptions for all goods falling under the Schedule to the Central Excise Tariff Act 1985 when supplied to projects financed by an international organization (ADB included) and approved by the Government of India from the whole of (1) the duty of excise leviable thereon under Section 3 of the Central Excise Act, 1944 (1 of 1944), and (2) the additional duty of excise leviable thereon under Sub-Section (1) of Section 3 of the Additional Duties of Excise (Goods of Special Importance) Act, 1957 (58 of 1957), provided that the need for such goods are properly certified by the appropriate authorities.*
- b) *In addition, as per Notification No. 84/97-Cus. dated 11.11.1997 and subsequent amendments, and under General Exemption No. 1A, Exemptions to Imports by United Nations or International Organization for Execution of Projects in India, the Central Government has granted exemptions for all goods imported into India for execution of projects financed by an International Organization (ADB included) and approved by the Government of India, from (1) the whole of the duty of customs leviable thereon under First Schedule to the Customs Tariff Act, 1975 (51 of 1975), (2) the whole of the additional duty of customs leviable thereon under Section 3 of the said Act, and (3) the whole of the special duty of customs leviable under Section 68 of the Finance (No. 2) Act 1996 (33 of 1996), provided that the need for such goods is properly certified by the appropriate authorities.*
- c) *The Employer will assist the Contractor to obtain any lawful exemptions from payment of Excise Duty or Import Duty or any other admissible exemption from any kind of Tax or Duty on Plant, Equipment and Materials that are to be incorporated as a part of the Permanent Works by issue of a “Certificate Under GOI Notification No. 108/95 & 84/97”, duly signed by the Project Authorities and countersigned by the Secretary Finance, Govt. of Rajasthan, in the format indicated in Section 6, which indicates the estimated quantities of the Plant, Equipment and Materials that are to be incorporated into the Permanent Works. The Employer will not issue any certificates for plants, materials or equipment that may be required to carry out the Works, but which are not to be incorporated into and form a part of the Permanent Works. The responsibility for obtaining any such exemptions from the Competent Authority will remain with the Contractor and the Employer shall not in any way be responsible for admissibility of the claims or eligibility of the Contractor.*

Clause 14.6

The prices quoted by the bidders shall be subject to adjustment during the performance of the contract. The indices and weightings will be as per the price adjustment formulae given in Particular Conditions of Contract

- Clause 15.1** The prices shall be quoted by the bidder and shall be paid in: Indian National Rupees(INR)
- Clause 18.1** *Bid Validity:*
Bids shall remain valid for a period of 120 (one hundred and twenty) days after the last date of submission of the bid.
- Clause 19.1** **Bid Security:**
Bidder will submit Bid Security amounting to **Rs. _____/- (Rupees _____ Only)** as a part of the bid in its original form, which shall remain valid for a period of 45 (forty-five) days beyond the validity of the bid.
- Clause 19.3** Replace Clause 19.3 as per following:-

If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- a. an unconditional bank guarantee;
 - b. an irrevocable letter of credit; or
 - c. Demand Draft ;
- all from a reputable source from an eligible country in the name of Project Director, Jaipur. In the case of a bank guarantee, the bid security shall be submitted using the Bid Security Form included in Section 4 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for Forty-five days (45) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- Clause 20.2** The written confirmation of authorization to sign on behalf of the Bidder shall indicate: *[insert"*
- (a) *The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power o f Attorney; and*
 - (b) *In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution."]*
- Clause 22.1** *Deadline for Submission of Bids:*
Bids shall be submitted at the address stipulated in Clause 7.1 above, not later than 15:00 hours on _____
- Clause 25** In continuation to Clause 25.1 add the following:-
Date:
Time: 16:00 hours
Location:
Office of the Project Director,
Rajasthan Urban Infrastructure Development Project,
AVS Building, 1st Floor, Jawahar Circle,
JLN Marg, Malviya Nagar,
Jaipur 302 017, India
- Clause 34** The standard currency of the bid for all purposes will be Indian Rupees
- Clause 40.0** Notification of Award
Replace the text with the following;

Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding.

Clause 42.1

Performance Security:

Replace the text with the following;

Within 28 (twenty eight) days of the date of issue of the Letter of Acceptance, the successful bidder shall furnish a Performance Security in the amount of 10% (ten percent) of the Contract Price, or in such other amount as the Employer may determine in accordance with the provisions of Clause 30.4 if the bid of the successful bidder is found to be seriously unbalanced or substantially below the Employer's estimate of the cost of the works to be performed under the contract.

The Performance Security shall be in the form of Bank Guarantee and shall be in the name of Executive Engineer, IPIU, _____ issued from any branch of Nationalized/ Scheduled Bank situated at Jaipur/ _____. Such Bank Guarantee, if invoked, shall be encashable when presented in the specified branch office located at Jaipur/_____.

Clause 42.3

Delete in its entirety