

जयपुर विकास प्राधिकरण, जयपुर।
क्रमांक :- जविप्रा/व.उ.वि./2017/डी - 549

दिनांक 14/08/17

कार्यालय आदेश

जयपुर विकास प्राधिकरण क्षेत्र में उद्यानिकी शाखा से संबंधित योजनाओं की समयबद्ध क्रियान्विति हेतु लैण्डस्केपिंग कन्सल्टेंट्स का पैनल तैयार किये जाने हेतु सक्षम स्तर से लिये गये निर्णय के क्रम में इस कार्यालय द्वारा आमंत्रित निविदा क्रं. NIB-I UBN No. JDA1718A0060 दिनांक 13.06.17 द्वारा "एक्सप्रेसन ऑफ इंटरेस्ट" (ई.ओ.आई.) जारी किया गया था।

कन्सल्टेंट्स से प्राप्त प्रस्तावों पर विभागीय परीक्षण पश्चात आयुक्त, जविप्रा द्वारा गठित समिति के निर्णय पश्चात की गई अभिशंषा के आधार पर आयुक्त, जविप्रा द्वारा अनुमोदन उपरान्त लैण्डस्केपिंग कन्सल्टेंट्स का पैनल तैयार किया गया। पैनल सूची अनुसार ही निम्न कन्सल्टेंट ही निविदा में भाग ले सकेंगे :-

S.N.	Firm/Consultant Name	Address, Contact No., Website, E-mail ID etc.
1	LA Vista Santanu Saha	K-1/8 Basement Chittaranjan Park, New Delhi 110019 Ph. 011-41022088 Mob. 09810815430 mail.lavista1@gmail.com, mail@lavista.in
2	Pradeep Sachdeva, Design Associates	4, Windmill Place Aya Nagar, Vill. New Delhi 110047 Ph. 011-26503741/3859 Mob. 09810054674 design@ayanagar.com www.phda.in
3	Dr. Rajiv Khanna Restoration Conservation & Landscape Architects	Indira Gandhi Stadium, Temple Gate 'K' New Delhi 110002, Branch Office : B-5, New Colony, Jaipur 302001 Ph. 011-23319709, 0141-2362755 Mob. 09868112439 drrajivkhanna@rediffmail.com
4	Jurong Consultants India Pvt. Ltd. Mr. Anand S Lourembam	Jurong House No. 1/5, Palace Road, Bangalore 560001 Ph. 080-22207292 Mob. 088612782000 s.anand@surbanajurong.com
5	Jain & Associates Pankaj Jain	S-13/21, DLF Phase-III, Gurgaon 122002 Ph. Office- 0124-4065318 Mob. 09810076318 jainpunk@yahoo.com jainandassociates@gmail.com

वरिष्ठ उद्यानविज्ञ
जविप्रा, जयपुर।



JAIPUR DEVELOPMENT AUTHORITY

Room No. 101, 1st Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle,
Jawahar Lal Nehru Marg, Jaipur - 302 004
Telephone: +91-141-2569696

Annexure: 2

No:- JDA/Sr.Horti./2017-18/D- 30

Dated: 14.08.2017

NOTICE INVITING BID NIB No. : Sr. Horti./2017-18/30

Name & Address of the Procuring Entity	- Name: Sr. Horticulturist, Jaipur Development Authority - Address: Room No. NB-SF-205, IIIrd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan) - Email: sanjaybhadu2103@gmail.com
Subject Matter of Procurement	Consultancy for Landscape Designing of Landscape Project in JDA Region (Central Park)
Time Period	12 month
Bid Procedure	Single bid open competitive E bid procedure at eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	Websites: www.sppp.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in, http://eproc.rajasthan.gov.in
Website for online bid payment.	- Website: www.jda.urban.rajasthan.gov.in - For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, online only. - Bidding document fee: Rs. 1000/- Rupees - Tender Processing Fee: Rs. 1000/- Rupees
Estimated Procurement Cost	INR 70000000.00/- (Rupees Seven Crore only)
*Bid Security Deposit	Amount (INR): (Rs. 5000.00/-)
Bid Procedure	Single stage open competitive bid (Financial Bid) through eBid procedure at http://eproc.rajasthan.gov.in
Publishing date on SPPP Portal	14.08.2017
Document sale/download/ Bid Participation amount deposit start date on JDA Portal	14.08.2017
Bid Submission Start Date on eProc Portal of GOR	14.08.2017
Document sale/download/ Bid Participation amount deposit End date on JDA Portal	21.08.2017 at 06:00 PM
Bid Submission End date on eProc Portal of GOR	21.08.2017 at 06:00 PM
**Date/ Time/ Place of Bid Opening	22.08.2017 at 11:00 AM - NB-SF-203, IIIrd Floor, Bank Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)
Bid Validity	120 days from the bid submission deadline.

A. Payment Options:

Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility

from anywhere any time till the closing date & time of bid participation.

B. Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

Note:

1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoI T&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.


Sr. Horticulturist
JDA, Jaipur
Procuring Entity

Jaipur Development Authority, Jaipur

Price Schedule

BOQ

Requisition for Proposal for Landscape Designing of Landscape Project in JDA Region

Name of Site :- Central Park

S. N.	Particulars	Unit	Qty	Rate	Amount
1	Consultancy for Landscape Designing of Landscape Project in JDA Region				70000000.00
	Total				70000000.00

Consultancy fees should be given as % of project cost (in figures)

Consultancy fees should be given as % of project cost (in words)

Signature of the Consultant


Senior Horticulturist

Jaipur Development Authority, Jaipur

Requisition for Proposal for Landscape Designing of Landscape Project in JDA Region

JDA invites financial proposals from the following empanelled consultants for landscape works in JDA region.

1. La Vista, Shantanu Saha
2. Design Associates, Pradeep Sachdeva
3. Conservation and Landscape architects, Dr.Rajeev Khanna
4. Jurong Consultants India Pvt.Ltd., Mr. Anand
5. Jain And Associates, Pankaj Jain

The Broad scope of work for consultancy service is as following :

1. Broad Scope of Work:

Consultancy services for Landscape designing of the landscape project shall be considered for issuance of work order. The Consultant is required to provide services in respect of the following :

- Site appraisal and suitability
- Site planning.
- Landform and grading.
- Surface drainage design and water management
- Open space design- hard and soft areas.
- Planting design.
- Landscape structures and features.
- Garden Furniture design.
- Illumination design.
- Graphic design. And signage.
- Co-ordination of external services.
- Periodic inspection and evaluation of works at site.

Proposed Sites for Landscaping Works Under Expression of Interest (EOI)

S.No.	Name of site	Scope of Works
1.	Airport Road -Terminal-2 to Jawahar Circle, Hanger Road to Jawahar Circle, JLN Marg - Jawahar Circle to Ramniwas Bagh	Landscape Development works for Horticulture Beautification and Renovation of Existing Median and Greenbelt (Approx – 8 Km.)
2.	Birla Mandir to Rambagh Circle, Rambagh Circle to Civil lines, Ambedkar Circle to Vidhan Sabha, Gandhi Circle to Tonk Road	Landscape Development works for Horticulture Beautification and Renovation of Existing Median and Greenbelt (Approx – 4 Km.)
3.	Jagatpura Road - Jawahar Circle to Jagatpura ROB, Balaji mod to Apex Circle	Landscape Development works for Horticulture Beautification and Renovation of Existing Median and Greenbelt (Approx – 5 Km.)
4.	Gandhi Circle to Apex Circle	Landscape Development works for Horticulture Beautification and Renovation of Existing Median and Greenbelt (Approx – 4 Km.)
5.	Vidyadhar Nagar- Alka Cinema to Swarn Jyanti Garden	Landscape Development works for Horticulture Beautification and Renovation of Existing Median and Greenbelt (Approx – 2.50 Ha.)
6.	Ramniwas Bagh	Landscape Development works for Horticulture Beautification and Renovation of Existing Park (Approx – 10 Ha.)
7.	Nehru Balodhyan	Landscape Development works for Horticulture Beautification and Renovation of Existing Park (Approx – 6.4 Ha.)
8.	Central Park	Landscape Development works for Horticulture Beautification and Renovation of Existing Central Park. (Approx – 24 Ha.)

2. Schedule of services

The consultant shall, after taking instructions from JDA, render the following services.

- Landscape Concept Design Services
- Civil & Structural Engineering Design Services for Landscape Design
- PHE Engineering Design Services for Landscape Design
- Electrical Engineering Design Services for Landscape Design

(a) CONSULTANT intends to carry out the above services to cover the following components:

- 3 Months Concept Design and Design Development.(Does not include Client's review and approval time)

2.1 Inception Report

Site Appraisal and defining of design approach highlighting issues involved.

2.2 Concept Design

2.2.1 Draft Concept Landscape Framework Planning

- a. Concept Landscape Framework plan with a broad plant palette.
- b. Preparing a Concept Landscape framework Plans, indicating proposed provision for pedestrian and vehicular movement, service accesses, incorporating access as per Architectural requirement, and general principles to be followed for grading and landscape of roads, parking, open areas, footpaths, and incorporation of service elements.
- c. Identification of functionally and aesthetically strategic areas, such as entrance, around major activities, etc. and their conceptual treatment, especially the main entrance gateway to the complex to make an impressive impact.
- d. Concept scheme for hard landscape elements such as boundary walls and gates, driveways and parking areas, paths, paving, terraces, steps, ramps, planters, etc. railings, barriers and gates, pergolas, street furniture, lighting scheme etc.
- e. Concept scheme for planting trees, shrubs, groundcover plants, and grass areas, to fulfil environmental, aesthetic, and functional needs.
- f. Presentation of final Concept Landscape Framework Plan with illustrative details of specific strategic areas.

2.2.2 Deliverables:

- **Landscape Framework Plan and abovementioned drawings.**

2.3 Final Concept Landscape Framework Planning

- a. Modify / detail the selected conceptual design incorporating required changes and prepare full set of concept drawings, sketches, study model, 3D views, along with Parking details with preliminary cost estimates.

- b. The Concept shall be in compliance with the local regulations, codes and standards and local availability of the material. The Consultant shall present analysis and approach considerations with detailed reasoning of the basis of the concept design.
- c. The concept shall be presented to the JDA in a hard printed report and soft presentation format.
- d. The Concept stage includes revision and reworking as desired by the JDA on the presented / selected option in the previous task.
- e. Prepare presentation drawings for Site Plan, incorporating landscape design as per requirement of the JDA team.
- f. Consultant shall provide the deliverables in at least 2 hard copies in a presentation report form and the high resolution soft copy of the same.

2.3.1 Deliverables

- Final Landscape Concept Plan
- 3 D renderings to explain the scheme. 3 minute video/Walkthrough
- Receive Final signoff on the Concept from the JDA.
- Landscape Concept Master Plan as per JDA requirements highlighting all the major elements and detailing.
- Representative images and renderings
- Report on Landscape Design parameters and assumptions in coordination with the MEPS Consultant and / or specialist Consultant.

2.4 WORKINGS DRAWINGS AND TENDER DOCUMENT

2.4.1 LANDSCAPE

(1) Schematic Design

- a) To finalize conceptual design to enable the preparation of complete design development drawings.
- b) To identify all relevant Standards, Code of Practices and Local Government regulations, which will be required to complete the design.
- c) To develop schematic design drawings as appropriate to enable all designers/vendors to commence the detail design.
- d) Basic coordination with all the engineering discipline.
- e) Finalization space Area distribution and zoning.

(2) Tender Stage

Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payment quality control procedures on materials and works and other conditions of contract.

2.4.2 STRUCTURES

The deliverables for Civil and Structure Detail Design of the Landscape Detail Design shall comprise

(1) Schematic Design

- a) To finalize conceptual design to enable preparation of complete design development drawings.
- b) To identify all relevant Standards, Code of Practices and Local Government regulations, which will be required to complete the design.
- c) To develop schematic design as appropriate to enable all designers/vendors to commence the detail design.
- d) To update and finalize the structural scheme/system according to requirements of the Client, local authorities and Architect
- e) To prepare structure general arrangement system
- f) Basic coordination with all the engineering discipline.

(2) Tender stage

- a) To prepare all the relevant details and design drawings as appropriate to enable Tendering/contracting/Construction process and also to enable vendors/specialized consultant to commence detail design/work.
- b) To prepare detailed technical specifications as per the tender drawings/design intent.

2.4.3 PLUMBING ENGINEERING DESIGN SERVICES

The deliverables of PHE Detail Design for the proposed landscape design shall comprise of

(1) Schematic Design

- a) To finalize conceptual design to enable the preparation of complete design development drawings.
- b) To identify all relevant standards, code of practices and local government regulations, which will be required to complete the design.
- c) To develop schematic design as appropriate to enable all designers/vendors to commence the detail design.
- d) Basic coordination with all the engineering disciplines.
- e) Finalization of space area distribution and zoning.
- f) To develop from the approved conceptual design into full system schematics for PHE systems such as:
 - To co-ordinate the detailed routing of all the drainage points identified within the landscape area by the landscape designer to the external storm water drain.

- To provide the water supply tap-offs from the existing / proposed storage tanks for the landscape area.
- To provide water supply tap-off to water bodies, aquariums, ecoponds etc., from the existing / proposed storage excluding the filtration system design.
- External storm water system for the proposed landscape design.
- g) Schematic Design Brief Report (DBR)

(2) Tender stage

- a) To prepare all the relevant details and design drawings as appropriate to enable Tendering/contracting process and also to enable vendors/specialized consultant to commence detail design/work.
- b) To prepare detailed technical specifications as per the local codes and detailed engineering services.
- c) To prepare BOQ.

2.4.4 ELECTRICAL ENGINEERING DESIGN SERVICES

The deliverables of Electrical Detail Design for the proposed landscape design shall comprise of

(1) Schematic Design

- a) To finalize conceptual design to enable the preparation of complete design development drawings
- b) To identify all relevant standards, code of practices and local government regulations, which will be required to complete the design.
- c) To develop schematic design as appropriate to enable all designers/vendors to commence the detail design.
- d) Basic coordination with all the engineering disciplines.
- e) Finalization of space area distribution and zoning.
- f) To develop from the approved conceptual design into full system schematics for Electrical systems such as:
 - Lighting layout of the proposed lighting design
 - Lighting control/types and luminaries references
 - Power distribution schematic diagram
 - Electrical panel / feeder pillar details, as applicable
 - Earthing layout plan
- g) Schematic Design Brief Report (DBR)

(2) Tender stage

- a) To prepare all the relevant details and design drawings as appropriate to enable Tendering/contracting process
- b) To prepare detailed technical specifications as per local codes and standard engineering practices

2.4.5 Deliverables

- Detailed Drawings for landscape including all hard & soft elements, final plantation plan and palette, irrigation scheme and water requirements, incorporation of any specialist landscape element and their specifications.
- Tender Drawings, Specifications, BoQ's, and any other technical information required in the final tender documentation (For clarity the Tender stage requirements would necessarily be based on 100% completion of all requirements in the Tendering stage. No area variation would be permitted beyond this stage including no variation in tender items like BoQ's, specifications etc.)
- Final Report on Landscape Design parameters and assumptions in coordination with JDA.
- Receive final approval from the JDA on appointment of the contractor as completion of the stage.
- Fortnightly & monthly supervision respectively in the case of plantation and civil work during execution of project work is essential.

2.5 CONSTRUCTION

- Prepare and issue working drawings and details for proper execution of work during construction.
- Approve samples of various elements and components.
- Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction works and where necessary clarify any decision, offer interpretation of the drawings/ specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the JDA informed and render advice on actions, if required.

2.5.1 Deliverables :

- Full GFC drawing set to be delivered as per the time schedule agreed with the selected Consultant.
- All discrepancies during execution and not as per the original design intent to be brought to the notice of JDA in writing.



- A site visit report after every scheduled site visit.
- Fortnightly & monthly supervision respectively in the case of plantation and civil work during execution of project work is essential.
- Receive stage completion certificate from JDA after successful delivery of the last GFC.
- Issue Methodology for maintenance of executed works and prepared tender documents for maintenance work.

2.6 Deliverables :

Schematic Stage

2 Copies of A3 size Schematic Design drawing set

2 Copies of A3/A4 final DBR

Tender Stage

1 Copy of A1 Tender Drawing sets for each disciplines.

1 Copy of A4 Technical Specifications & BOQ

1 CD containing Tender Drawings, Technical Specifications, BOQ (PDF format only)

Construction Stage

2 Copy of A1 Construction Drawing sets for each disciplines.

3. Consultancy Fees

- (1) Consultancy fees to be quoted by bidder should be in enclosed price schedule.
- (2) However, It is clarified that the consultancy fees should be quoted as percentage of project cost. It is clarified that the total consultancy fees to be paid as percentage of total actual cost of project.
- (3) GST will be paid extra, as per applicable Laws.

4. TIME SCHEDULE AND MODE OF PAYMENT :

For the services in the scope of work the Consultant firm shall be paid in the following stages consistent with the work done plus reimbursable expenses as agreed upon. Payments made to the Consultant firm are on account and shall be adjusted against the final amount payable.

Stage	Description of deliverables	Key Date	Payment
Stage – I :	On submission of inception report as per clause no. 2.1	1 Week	10 % of the total fees payable.
Stage – II :	On submission of draft conceptual landscape plan as per clause 2.2 and 2.3	2 Weeks	15 % of the total fees payable

Stage – III :	On submission of conceptual landscape plan as per clause 2.2 and 2.3	2 Weeks	15 % of the total fees payable
Stage – IV :	Detail Working drawings (for Landscape, Structures, PHE & Electrical), Cost Estimates as per clause no 2.4	4 Weeks	20 % of the total fees payable
Stage – V :	The payment shall be made after completion of the work	24 Weeks	40 % of the total fees payable

Note :- After stage IV if work is not taken up due to some exigency, then only 20% fees shall be payable instead of 40% mentioned in the Stage-V (column 4 above.)

4.1 Validity of contract – 12 months.

5. GENERAL TERMS & CONDITIONS OF CONSULTANCY SERVICES :-

1. Progressive payment at all stages of mode of payment may be made to the consultants in any of the above stages based on the quantum of work done in the stage as may be mutually agreed to by the parties.
2. The JDA reserves the right to make deduction from the professional fee of the consultants on account of penalty.
3. In case only part of the Scheme is continued (before actual commencement of work at site) then the consultancy fee would be paid up to the stage for which drawings have been received and approved by the Competent Authority and if the scheme is discontinued after the commencement of work at site then the consultancy fee would be paid up to 80% of the total fee payable as at this stage as all the preliminary drawings, working drawing, structural and services drawings, estimates and tender document etc. have been prepared and received by JDA. Further payment shall be released to the consultant in consistent to the value of work done at site.
4. During the contract period, the Consultant shall visit monthly during civil construction stage and fortnightly during plantation stage. The total visiting charges of Rs. 5000 per visit, per day is also payable.
5. The Consultant may be obliged to notify any discrepancy noticed by it or any modification if it finds appropriate to improve the functionality of the project. The Consultant is also required to issue such improvement / modification free of cost.

6. The Consultant may be required to make minor changes in the plan, and other details, if needed during the execution of the works without any additional fee. If any additional work is required during the validity of contract, the consultant shall have to provide drawings for such work on mutually agreed rates.
7. There shall be provision for token penalty of Rs. 1000/- per day for the period the construction work actually held up for want of drawing/ details from the consultant/firm, maximum upto 10% of contract amount

6. TERMINATION OF AGREEMENT :

1. The Agreement herein may be terminated at a time by JDA by giving a written notice of one month to the other party. Even after the termination of their employment, the consultant firm shall remain liable and be responsible for the drawings and designs in respect of the work executed before the termination of the Architects appointment but in so far as the original design as proposed by the Architect is retained and executed to its logical completion, Architect shall have no liability for the Architectural design if changes are made and effected after termination of the Architects contract.
2. If the consultant firm shall close the business or die or become incapacitated from acting as such, Architect then the agreement shall stand terminated.
3. if the consultant firm fails to adhere to the time schedule stipulated in the schedule hereto annexed of the extended time which may be granted by the Employer in its sole discretion or (ii) in case there is any charge in the constitution of the Architects for any reason whatsoever, the Corporation shall be entitled to terminate this agreement and entrust the work to some Architects.
4. In case of termination under any case of one or more of the sub-clauses (6.1), (6.2) or (6.3) The consultant firm shall not be entitled to any fees or compensation except the fees payable to them for the stage of work actually in accordance with clause 3 hereunder. In such cases the work actually done and the amount of the fees due to the consultant firm shall be worked out joint by the Employer and the Architect on the basis of actual work done and mutually agreed between both parties and shall be final and binding on both parties.
5. In case of the termination under any one or more sub clause (6.1), (6.2) or (6.3) the corporation may take use of all or any drawings, or other documents prepared by the consultant firm, after payment for the service of the consultant firm for the preparation of the same in full as provided herein and after the written consent of the Architects

7. Settlement of Disputes/Arbitration

All difference and disputes arising out of the agreement between JDA and the Consultants regarding the execution, payment, interpretation or any such connected and related matter to the execution of the Scheme shall be settled by the Empowered Committee, JDA, whose decision shall be final and abided by both the parties.

8. Conflict of Interest :

- An 'Applicant' (Sole Proprietor Firm or Any member of the Consortium) shall not have a conflict of interest, as defined hereunder that may affect the Selection Process.
- Applicant shall provide professional, objective and impartial advice and at all times hold JDA's interests paramount, avoid conflicts with next level of assignments for carrying out Consultancy. The Applicant shall not accept or engage in any assignment with JDA, that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of JDA.
- Neither the JDA nor the consultant/Firm shall assign, sub-let or transfer their interest in this Agreement, without the written consent of the other.

9. Jurisdiction

All the disputes arising with regard to the agreement between JDA and the Consultants will be deemed to have arisen at Jaipur and will be subject to the jurisdiction of the courts situated at Jaipur only for which both parties agree specifically, well knowingly and consciously.

10. Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

11. Special Terms and conditions :

- Consultancy services will be providing for development of parks, triangle, islands, greenbelt and median plantation.
- Consultancy work will be executed as per work/scope/requirement and availability of budget in future.
- All final stage wise presentation/meetings/workshops to be attended by the project director who would issue a certificate at the end of each stage stating that the original design intent is being maintained.
- All variations/additions/alterations etc. beyond the current scope and listed deliverables should be incorporated after written communication from JDA.
- Coordinating with all sub-consultants and specialized consultant would be the prime responsibility of the consultant. Any points of conflict or disagreement in such co-ordination should be communicated to JDA to ensure an early resolution.
- Coordinating with all division/wings of JDA shall be the responsibility of consultant local bodies.


**Sr. Horticulturist,
JDA, Jaipur**