



JAIPUR DEVELOPMENT AUTHORITY,

JAIPUR

BID DOCUMENT

for

Architectural and Engineering Consultancy

for

Gandhi Darshan Museum

and Mahatma Gandhi Institute of

Governance and Social Sciences in Central

Park Jaipur

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JAIPUR DEVELOPMENT AUTHORITY

Room No. MB-FF-143, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004
Telephone: +91-141-2569696 Extn.7231 e.mail: sapanmishra.jda@rajasthan.gov.in; M. No. 9414058308

No:- JDA/EE- HQ/2021-22/D-

Dated:

NOTICE INVITING BID
NIB No. : JDA/EE-HQ/10/2021-22

Online bids are invited up-to **6.00 PM of 05-07-2021** for the work of “Architectural and Engineering Consultancy for Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences in Central Park Jaipur” amounting to Rs. 1.80 Crore. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM dated 05-07-2021

Details may be seen in the bidding document at our office or the web site of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in UBN No.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in for participating in the Bid, the Bidder has to apply for the bid and pay the bidding document fee, RISL processing fee online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e- Bid submission.

Executive Engineer-HQ,
JDA, Jaipur

जयपुर विकास प्राधिकरण, जयपुर

इन्द्रा सर्किल, जे.एल.एन. मार्ग जयपुर।

क्रमांक: जविप्रा/अधि.अभि.-(मुख्यालय)/ 2021-22/डी-129

दिनांक 03.06.2021

पूर्णकालिन बिड सूचना संख्या जविप्रा/अधि.अभि. (मुख्यालय)/ 10/2021-22

आयुक्त जयपुर विकास प्राधिकरण की ओर से कार्य “ Architectural and Engineering Consultancy for Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences in Central Park Jaipur.” अनुमानित राशि रु. 1.80 Crore (UBN No. -----) के लिए दिनांक 05.07.2021 सायं 6.00 बजे तक ऑन लाईन निविदा आमन्त्रित की जाती है विस्तृत विवरण को, जो कि निविदा प्रपत्र में उपलब्ध है, अद्योहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.rajasthan.gov.in व www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

निविदादाता को निविदा में भाग लेने हेतु आवश्यक है कि :

1. जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो। निविदा शुल्क व आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑनलाईन ही देय होगी।
2. ऑनलाईन निविदा में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशायी अभियंता (मुख्यालय)
जविप्रा, जयपुर।

Detail NIB for uploading on SPP Portal, e-Procurement, JDA Portal& as part of NIB Document

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Telephone: +91-141-2569696 Extn.7231 e.mail: sapanmishra.jda@rajasthan.gov.in; M. No. 9414058308

No:- JDA/EE- HQ/2021-22/D-129

Dated: 03.06.2021

NOTICE INVITING BID NIB

No. : JDA/EE-HQ/10/2021-22

Name & Address of the Procuring Entity	➤ Name: Executive Engineer- HQ, Jaipur Development Authority ➤ Address: Room No MB-FF-143, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) ➤ Email:-sapanmishra.jda@rajasthan.gov.in
Subject Matter of Procurement	➤ Architectural and Engineering Consultancy for Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences in Central Park Jaipur ➤ Job No. 27/2021-22
Bid Procedure	Two Stage tender (Envelope) Open competitive-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤ (e.g. Quality and Cost Based Selection (QCBS))
Websites for downloading Bidding Document, Corrigendums, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and 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, RISL Processing Fee and Bid Security Deposit, online only. ○ Bidding document fee: Rs.1000/- (Rupees One thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One thousand only) ○ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR Rs 1,80, 00,000.00/- (Rs. One Crore Eighty lakh only)

Bid Security Deposit	All the eligible consultants should be submit bid security declaration on non-judicial stamp of Rs. 50/- as per order issued by finance department (GF & AR) GoR dated 23-12-2020 (Declaration attached with tender document).
Date/time/place of Pre-Bid Meeting	➤ 17-06-2021 at 3.00PM in “MANTHAN HALL”, Second Floor, Main Building, JDA Campus, Jaipur ➤ Last date of submitting clarifications requests by the bidder <date and time> addressed to the procurement entity at <Address of procurement entity>
Applying bid and making online payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 04-06-2021 at 9.30 AM onwards ➤ End Date: 05-07-2021 at 6.00 PM
Bid submission on e-procurement portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date: 04-06-2021 at 9.30 AM onwards ➤ End Date: 05-07-2021 at 6.00 PM
**Date/ Time/ Place of Technical Bid Opening	➤ 09-07-2021 at 2.00 PM ➤ Room No. MB-FF-143, Ram Kishore Vyas Bhavan, IndiraCircle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
Date of presentation of qualifying bidders	➤ 17-07-2021 at 12.00Am & 18-07-2021 in “Manthan Hall” Second Floor, Main Building, JDA, Jaipur.
Date/ Time/ Place of Financial Bid Opening	➤ To be informed after evaluation of technical bid. ➤ Room No. MB-FF-143, Ram Kishore Vyas Bhavan, IndiraCircle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time Period	➤ 4 Months
*Jaipur development authority would receive earnest money deposit (EMD) (Bid Security), Tender fee and RISL processing fee online through JDA portal.	

Note:

1. Bidder (authorized 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, Safe crypt, 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 03.01.2020 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.
Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-Tendering process.
- 5- Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&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
6. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids without assigning any reason.
7. 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.
8. 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.
9. The provisions of RTPPA Act 2013 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 2013 and Rules thereto, the later shall prevail.

Executive Engineer-HQ
JDA, Jaipur

Section-II Instruction to Bidders (ITB)

1. INTRODUCTION

- 1.1. The consultants are invited to submit a "Technical Proposal and a Financial Proposal" for the QCBD tender, as specified in the data sheet (the Proposal) for consulting services required for the assignment named in the data sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
- 1.2 The consultants must familiarize themselves with the site, local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment, consultants are encouraged to pay a visit to the office of the Executive Engineer-HQ, JDA before submitting a Proposal.
- 1.3 The client will provide the inputs specified in the data sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available the relevant data available.
- 1.4 Please note that
 - (a) The costs of preparing the proposal and of negotiating the contract, including a visit to the client or the site, are not reimbursable as a direct cost of the assignment; and
 - (b) The Client is not bound to accept any of the proposals submitted without assigning any reason.
- 1.5 Jaipur Development Authority (JDA) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.5.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the client to provide goods or works or services for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
- 1.5.2 As pointed out in para. 1.5.1 (a) above, consultants may be hired for downstream work, when continuity is deemed essential. It will be the exclusive decision of the JDA whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.6 It is JDA's policy to require that consultants observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the JDA:
 - (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of JDA, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive JDA of the benefits of free and open competition.
 - (b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded JDA -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a JDA-financed contract; and
 - (d) Will have the right to require that, JDA to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by JDA
- 1.7 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOR/JDA in accordance with the above Sub Para 1.1.6 (D).
- 1.8 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the data sheet.

2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS

- 2.1 Consultants may request a clarification of any item of the bid document up to the number of days indicated in the data sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by paper mail or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all the participating consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the bid documents by a suitable amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by paper mail or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the data sheet.

Technical Proposal

- 3.2 In preparing the "Technical Proposal", consultants are expected to examine the documents comprising this bid in detail. Non submission / incomplete submission of required documents / information towards fulfilling eligibility, shall result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) The proposal should be from a single entity. Joint Ventures are not allowed.
 - (ii) The proposal shall be based on the past experience on development of similar museum and institute. The concept, details, the latest display techniques, models, artifacts and overall planning would be the main part of the technical presentation, key professionals for the supervision etc.
 - (iii) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the data sheet. It is desirable that the firm's personnel have a working knowledge of the client's official language.

- 3.4. The "Technical Proposal" should provide the following information using the attached "Standard Forms (Section V)":
- i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section V-B) of a similar nature.
 - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services and facilities to be provided by the Client (Section - V-C).
 - (iii) A brief note on the site appreciation (Section - V-D)
 - (iv) A description of the methodology and work plan for performing the assignment (Section - V-E).
 - (v) Any additional information requested in the data sheet.
- 3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the bid documents. The "Financial Proposal" should follow "Standard Forms (Section VI)". It shall include all the costs associated with the assignment, including
- 3.7 Consultants shall express the price of their services in Indian Rupees.
- 3.8 The data sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Procurement under RTTP Act 2012 and Rules 2013

- 4.1 All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 as updated time to time

shall be applicable.

- 4.2 All the bidders are required to comply with the **Annexure A, B, C&D** prescribed under RTTP Act 2012 vide circular No 3 date 4 Feb, 2013, by the Dept. of Finance (G&T) Govt. of Rajasthan.

5. FORMAT AND SIGNING OF BIDS

- 5.1 The Bidder shall prepare one copy of the documents comprising the Bid.
- 5.2 The copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the contract. All pages of the bid where entries or amendment have been made shall be initialled by the person or persons signing the bid.
- 5.3 The completed bid shall be without alterations, inter-relations or erasures except those which accord with instructions given by the JDA, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 5.4 Only one Bid shall be submitted by each bidder. No bidder shall participate in the bid of another for the same contract in any capacity whatsoever.

5.5 a) Documentation Charges

The bidder is required to pay a non-refundable documentation charge amounting to Rs. 1,000/- (Rupees One Thousand Only) through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal in favour of “**The Secretary, JDA**” payable at Jaipur before opening of technical bid on due date and time.

b) Bid Processing Fee

The bidder is required to pay a non-refundable bid processing fee amounting to Rs. 1,000/- (Rupees one Thousand Only) through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal in favour of “**The Managing Director, R.I.S.L.**” payable at Jaipur before opening of technical bid on due date and time.

c) Bid Security

All the eligible consultants should be submit bid security declaration on non-judicial stamp of Rs. 50/- as per order issued by finance department (GF & AR) GoR dated 23-12-2020 (Declaration attached with tender document).

NOTE:- For registration with council of architecture:-

The bidder

- I. If owner, in case of single ownership firm/ or proprietary firm,*
- II. Any director, in case of partnership firm,*

should either be registered with council of architecture India or similar organization/ institution in their respective country.

There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date.

All the eligible consultants should be submit bid security declaration on non-judicial stamp of Rs. 50/- as per order issued by finance department (GF & AR) GoR dated 23-12-2020 (Declaration attached with tender document), Bid Document Fee and Bid Processing Fee before opening of Technical Bid.

- 5.6 The bid security shall be forfeited.
- (a) If the Bidder modifying or withdraws the Bid after last date of submission during the validity period of Tender.
 - (b) If the bidder fails to sign the agreement for whatever the reason.

5.7 Qualification criteria:

- (a) The evaluation committee appointed by the client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the evaluation criteria, sub-criteria etc. The participant firm must meet the qualification criteria laid down as above failing which the bid will be treated as non-responsive and the same will be rejected.

S. No	Criteria	Requirement
1.	Bid Document fee, Bid Security, Bid processing fee	Must be paid through online payment portal.
2.	Registration of the firm: (i) Consultant Firm should be registered for GST. (ii) Consultant Firm should be registered for Income Tax.	The Bidder must produce proof of GST Registration, The Bidder must produce PAN No. and copy of latest returns filed by them
3.	Eligibility: (i) Conflict of Interest	No conflicts of interest in accordance with sub Clause: Bidder must declare, Annexure A&B of clause 4 of Section II, ITB must be filled up, duly signed and uploaded with submission of Technical bid.
	(ii) Debarment / Transgression /Blacklisted by any procuring entity.	There should not be any such Debarment/ Transgression: Bidder must Declare. Annexure IV must be duly signed and uploaded with submission of Technical bid.

(b) Qualifying criteria:

- i) The consultant should have been awarded consultancy for at least one work / project of museum based on life and teachings of Mahatma Gandhi. The museum could have been constructed for Government or private body but should have been awarded/completed within last 10 years and should have an updated project cost of at least 33% of the estimated cost (Rs. 100.00 crores). The bidding consultant should have been the sole consultant the work of developing the museum.
- ii) The bidding consultant shall upload a certificate to this effect with required details which should have been issued by the competent officer / person of government / private body. The project cost to be updated to present day cost giving an increment of 10% per year.
- iii) The bidding consultant should have annual average turnover of at least Rs 50.0 lakhs in last five financial year. The turn over should be only from consultancy work.
- iv) The Bidder shall furnish audited financial statements for the last five years, audited by a Chartered Accountant, which include Profit and Loss Account, balance sheet and Certificates regarding contingent liabilities.
- v) The present price level for turnover, cost of completed work of similar nature, the previous years value shall be given weight age of 10% per per

year as follows.,

Present year	– 2021-22	1.00
For last year	– 2020-21	1.00
For year	– 2019-20	1.10
For year	– 2018-19	1.21
For year	– 2017-18	1.33
For year	– 2016-17	1.46

- 5.8 The successful bidder shall furnish a Security Deposit equivalent to 10% of cost of work after award of work as applicable rules in JDA. The SD shall be refunded after completion of Project or three years whichever is earlier.

5.9 Submission of Bids

5.9.1 Sealing and Marking of Bids

The bids must be submitted on line using **Digital Signature Certificate** of the bidder through **e-Tendering process** only, by the due date and time as mentioned in the NIB issued for this work.

For submission, evaluation and selection of Consultant a **“Two Bid”** QCBS tendering process has been planned. The bid document should be submitted in three parts in three separate envelopes on E-procurement portal.

The three parts of the proposal are

- **Part 1: Envelope – "A"** containing all the fees, copy of registration with council of architecture, copy of registration with class C-I of consultancy category in JDA as applicable, GST& IT certificates.
- **Part 2: Envelope -"B"** Technical bid and
- **Part 3: Envelope –"C"** containing Financial bid.

Part 1: Envelope –"A" Containing bid document fee, bid processing fee, bid security, registration and tax clearance certificate of the consultant would be first opened and if found everything in order then only will proceed to part 2.

Part 2: Envelope –"B" containing Technical bid of the consultant would be opened and technical evaluation will be done as per the minimum eligibility criteria mentioned in bid document of Notice inviting Bid under Section I.

Part 3: Envelope –"C" containing Financial bid of only those firms, who full fill minimum eligibility criteria prescribed in Notice inviting Bid under Section I in the ‘Part 1’ (technical evaluation) & would have given the presentation before the competent committee, would be opened and evaluated. The final selection of the firm would be done based on **Quality and Cost-Based Selection (QCBS)**.

6. Deadline for submission of Bids

6.1 Bids shall be received only on line under e-Procurement system as per the date and time given in the NIB given under Section-I

6.2 If the date of submission of Bids is declared a holiday the next working day will be treated as the last date for submission of Bids.

6.3 The Bid should be in the prescribed form as described in Clause 5.9

6.4 JDA may, at its discretion, extend the dead line for submission of Bids by issuing an amendment in accordance with Clause 3, in which case all rights and obligations of the JDA and of the Bids which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

6.5 Late Bids

Any Bid received after the deadline for submission of bid as stated in clause 3, or as subsequently extended by the JDA, will not be considered.

6.6 Modification and withdrawal of Bids

- 6.6.1** The Bidder may modify or withdraw his Bid, provided that the modification or notice of withdrawal is received in writing by the JDA prior to the prescribed dead line for submission of technical Bids.
- 6.6.2** The Bidder's modification or notice of withdrawal shall be prepared, as appropriate and delivered in accordance with Clause 5.9
- 6.6.3** No Bid may be modified after the deadline for submission of Bids.
- 6.6.4** Withdrawal of a Bid by a Bidder during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Form of Bid shall result in the forfeiture of the Bid Security.

7. Bid opening and valuation

- 7.1** The Bids will be opened in room no. MB-FF-143, Main Building, JDA, Jaipur **on due date and time by the committee** in the presence of the bidders or their representative who choose to attend, all of whom sign a register as evidence of their attendance.
- 7.2** Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 18, shall not be opened.
- 7.3** Bids which do not full fill the prescribed criteria shall be treated as non-responsive and shall not be opened further.
- 7.4** The Bid shall be rejected if:
 - i) If requisite fee is not deposited in prescribed form.
 - ii) If the PAN is not enclosed. (As per schedule VIII-B)
 - iii) If necessary documents/certificates duly verified by competent authority are not enclosed as per qualification criteria 5.7.
 - iv) Price bid containing financial proposal is not enclosed. (As per schedule VI-B)
 - iii) Project Experience Record is not enclosed. (As per schedule VIII-C)
 - iv) Methodology of work is not enclosed. (As per schedule VIII-D)
 - v) Activity Schedule is not enclosed. (As per schedule VIII-E)
 - vi) Bio-data of Technical Personnel for the work is not enclosed. (As per

schedule VIII-G)

- vii) There are any criminal cases pending. (As per schedule VIII-I)
- viii) If the affidavit is not enclosed. (As per schedule VIII-K)
- ix) If the Power of Attorney is not enclosed. (As per schedule VIII-J)
- x) If the history of criminal cases is not enclosed. (As per schedule VIII-I)
- xi) If the record of litigation and arbitration is not enclosed. (As per schedule VIII-H)
- xii) If undertaking regarding not being blacklisted/ Debarring is not enclosed. (As per schedule VIII-M)
- xiii) The bidder should enclose valid registration with council of architecture India or similar organisation/ institution in their respective country.

NOTE:- For registration with council of architecture:-

The bidder

- I. If owner, in case of single ownership firm/ or proprietary firm*

II. Any director, in case of partnership firm should either be registered with council of architecture India or similar organization/ institution in their respective country.

7.5 Clarification of Bids

To assist in the examination, evaluation and comparison of Bids, the JDA may ask bidders individually for clarification of their bids as per norms. The request for clarification and response shall be in writing or by cable. However, no change in the bid amount or substance shall be sought, offered or permitted by the JDA, during the evaluation of the Bids.

7.6 Determination of responsiveness

7.6.1 Prior to the detailed evaluation of bids, the JDA will determine whether each bid has been submitted in the proper form and whether it is substantially responsive to the requirements of the Bid documents. Bids, which have not been submitted in the proper form, will be rejected.

7.6.2 Any Bid which is not substantially responsive to the requirements of the bid documents will be rejected by the JDA and may not subsequently be made responsive by the Bidder correcting or withdrawing the non-conforming deviation(s) or reservation(s).

7.6.3 Tender documents containing detailed qualifications and eligibility criteria, scope of work, Terms of Reference and Conditions of Contract may be downloaded from JDA's web site <https://jaipurjda.org>. Or Rajasthan State Public Procurement Portal <https://sppp.rajasthan.gov.in/>. or E-Tendering Portal <https://eproc.rajasthan.gov.in/>.

7.6.4 The competent authority of JDA reserves the right either to accept or reject any or all bids at any stage without assigning any reasons.

7.6.5 Pre-bid Meeting:

- i. The bidder or his official representative shall attend a pre-bid meeting which will be held on the date, time and venue indicated in bidding data sheet.
- ii. The purpose of the meeting will be to clarify issues and to answer questions

on any matter that may be raised at that stage.

- iii. The bidder is requested to submit any question in writing or by email, to reach the Employer not later than one week before the meeting.
- iv. Minutes of the meeting, including the text of the questions raised and the responses given will be published online on the website www.eproc.rajasthan.gov.in.
- v. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- vi. Details of query and reply will be part of bid document.

7.7. PROPOSAL EVALUATION

7.7.1 General

From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

- 7.7.2** Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

7.7.3 Evaluation of Technical Proposals

The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

7.7.4 Criteria for Evaluation Evaluation of Technical Proposals

- (i) The bidder should qualify criteria prescribed in clause 5.7
- (ii) In the first stage, the Technical Proposal will be evaluated of only those bidders who qualifies under clause 5.7, on the basis of Applicant's experience, its understanding of TOR, Site Appreciation proposed methodology and Work Plan, and the experience of Key Personnel. The Financial Bid would be opened only of those bidder who fulfil the qualification criteria, having 60 or more marks in technical evaluation.
- (iii) Client shall evaluate each technical proposal taking into account several criteria;
- (a) The consultant's relevant experience for the assignment,
 - (b) The quality of the methodology proposed,
 - (c) The qualifications of the key staff proposed
 - (d) Transfer of knowledge.

The proposed weights to be adopted for the evaluation are as given below.

S. No.	Criteria	Points	Requirements
(i)	Specific experience of the consultants towards consultancy provided on similar work / project/ Detailed planning & design related to similar work. Work of consultancy for development/ construction of a museum based on life and teachings of Gandhi Ji will be considered as similar work.	40	
	Overall experience of consultancy firm in preparation & getting approval of DPR, Design of museums, similar institutes Each project should be 33% of the estimated cost (Rs. 100.00 crores) or more. The project cost to be updated to present day cost giving an increment of 10% per year.		1. Work order of similar type of consultancy work 2. In case the work is on going, DPR preparation and approval certificate issued by competent authority. 3. In case the work is completed, related document regarding execution of project on the consultancy provided by the bidder (For all above Certificate from Engineer in-charge.

	Consultancy work where the project of museum is completed within last 10 years on the consultants DPR and is opened to public -40 marks Where work order is received and DPR is accepted within last 10 years but the work is going on –25 marks Where work order is received and work of DPR preparation is going on –10 marks		Competent person of the firm
(ii)	Adequacy of the proposed work plan and methodology responding to the TOR The bidder/consultant will have to make presentation before the Competent committee of JDA. The presentation will comprise of theme of the museum, conceptual plan and elevation of building inside to the internal layout of different floors 3D views, and the details of the technology of the museum displays concept and details of displays. The detailed of presentation should cover how the fulfilment of Budget announcement is proposed to be achieved. Marks for the presentation will be awarded by the committee of JDA. In this matter the decision of JDA will be final.	40	
(iii)	Qualifications and competence of the regular key staff/personnel for this assignment and financial performance of the consultant	10	
	CVs of proposed Technical staff for this project qualification and experience:		
	Team Leader (Shall have master’s degree in Urban design/ Planning/ Architecture) with minimum 10 years’ experience in relevant sectors.)	4 marks	Relevant degree and experience certificate and CVself-attested
	Sr. Structural Engineer (Post graduate structural engineer with at least 5 years’ experience in the field of structural engineering, including detailed design, engineering & preparation of detailed project reports for different nature of structures)	3 Marks	Relevant degree and experience certificate and CVself- attested
	Electrical Engineer (Graduate in Electrical Engineering having minimum of 5 years experience)	1 Marks	Relevant degree and experience certificate and CVself- attested
	Sr. Horticulturist/Landscaping Consultant with minimum B.Arch./ B.Sc. in agriculture Degree having minimum of 5 year experience	2 Marks	Relevant degree and experience certificate and CVself- attested
iv	Average Financial Turnover of the consulting firm from the work of consultancy in last five completed financial Years (2020-21, 2019-20, 2018-19, 2017-18, 2016-17) with copies duly certified by Chartered Accountant)	10	Copies duly certified by Chartered Accountant

	Up to Rs. 50 Lacs	7		
	More than Rs. 50 lacs and Up to Rs.75 Lacs	8		
	More than Rs. 75 Lacs	10		
	Total Marks		100	

(iv) The required annual Turn Over during the last 5 financial years for consultancy work may be updated to present price level for turnover, the previous year's value shall be given weight age of 10% per year as follows :-

(i)	Present year	– 2021-22	1.00
(ii)	For last year	– 2020-21	1.00
(iii)	For year	– 2019-20	1.10
(iv)	For year	– 2018-19	1.21
(v)	For year	– 2017-18	1.33
(vi)	For year	– 2016-17	1.46

(V) The Firm should submit an affidavit that the firm has never been blacklisted by any central/state/any other government agency/council of architect or similar organisation/ institution in their respective country and that the firm has not left any work incomplete during the last three years in the **Schedule “M”** given in Bid Documents.

7.7.5 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this bid, consultancy assignments in respect of preparation of detailed project report including engineering surveys and / or for the following projects shall be deemed as eligible Assignments Detailed Survey and preparation of DPR, Design of theme & concept of the museum, planning of the display spaces, planning of the artifacts and technology for the display, campus planning etc

7.7.6 Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out. For financial evaluation, the total cost indicated in the Financial Proposal will be the main criterion. The JDA will determine whether the Financial Proposals are complete,

Qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to full fill its obligations as per the TOR within the total quoted price shall be that of the

Consultant. The lowest financial proposal will get maximum financial score.

7.7.7 Opening and Evaluation of Financial Proposals

After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the Bid and Terms of Reference, indicating that their Financial Proposals will not be opened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than 2 days after the notification date. The notification may be sent by registered letter/ cable/ telex/ facsimile/ electronic mail.

7.7.8 The Financial proposals shall be opened in the presence of the consultants/ representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

7.8 Final Evaluation

The lowest evaluated Financial Proposal (F_m) is given the maximum Financial score (S_f) of 100.

The formula for determining the financial scores (S_f) of all other Proposals is calculated as following:

$$S_f = 100 \times F_m / F$$

in which “ S_f ” is the financial score,

“ F_m ” is the lowest

ETP [Evaluated Total Price (ETP) which is equal to the Adjusted Total Price (ATP) less Non-competitive Components], and “F” is the ETP of the proposal under consideration.

(S_t means marks obtained as per technical evaluation as per clause 7.7.4)

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 60 and P = 40

Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights

(T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:

$$S = S_t \times T\% + S_f \times P\%.$$

7.9 The Client will select Consultant on the basis of maximum score obtained in QCBS. The selected Consultant may be invited for negotiations.

8. Negotiations

8.1 Negotiations may be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

8.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

8.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

8.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

8.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract.

If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

9. AWARD OF CONTRACT

9.1 The JDA will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

9.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

9.3 The selected consultant will have to present a power point presentation of the project in front of the APEX Committee.

10 CONFIDENTIALITY

10.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

11. DATA SHEET

Information to Consultants

Clause Ref.

11.1	The name of the Client:	- The Jaipur Development Authority, Jaipur (JDA)
	The method of selection	- Quality and Cost-Based Selection (QCBS)
11.2	A technical and a Financial Proposals are requested	- Yes
11.3	The name, objectives and description - As per TOR of the Assignment	
11.4	The assignment is phased: as below	

- a) Preparation of Conceptual plans and finalizing with the competent authority after discussion with related department for the assessment of the area requirement, topographical analysis of surroundings which would form basis for the development of design.
- b) Preparation of presentation drawings including PPT, walk through, 3 D paper model of all plans, elevations, sections and perspective views for presentation to various. Authority including providing soft copies.
- c) Preparation of various works drawing like layout plan, center line plans, foundations and footing details, working plans of all floors, elevations, sections etc. Preparation of BOQ Tender Documents with market rate analysis of Non BSR items & details of specification.
- d) Preparation and submission of services drawings such as plumbing layout, electrical drawings.
- e) Working drawings of finishing work of building, including floor details, windows details, electrical and mechanical works details, etc.
- f) Preparation and submission of architectural working details like elevations, staircase, lift details, toilet details, reception, kitchen detail/ Pantry etc as specified in scope of work.
- g) Preparation and submission of landscape, parking and outer site development plans with detailed estimate and tender document
- h) Presenting the work of various stages to the competent committee formed by Government / JDA and deliberating various aspects of the displays and their approval. The consultant shall have to interact with the committee referred with details / research on various aspects of the life of Gandhi ji and the museum displays / planning

11.5 A pre-Bid Meeting will be held – Yes

11.6 **The Client will provide the following** -The JDA shall provide, if available, the consultant with inputs the available reports, data and services appropriate to achieve the objectives of the study. However, the consultant shall be responsible for the analysis and interpretation of all data and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.

12. Clarifications may be requested upto seven days prior submission of the tender. The address for requesting clarifications is:

Executive Engineer HQ,
Jaipur Development Authority, Jaipur. PIN
302004, Telephone: 0141-2563234 Extn.7231

12.1 Proposals should be submitted in the following - English
Language(s):

11.1.1 (i) Short listed Consultants may associate with - No
Other short listed Consultant

(ii) The minimum required experience of - As Detailed in criteria for
Proposed key professional staff in evaluation

(iii) Reports which are part of the assignment must - English
In the following language

(iv) Training is a feature of this Assignment - No.

12.2 Validity of the proposal - 120 Days

12.3 Consultants must submit the proposal only
in the on-line mode on E- procurement
portal. No other form of submission of bid
or proposal is acceptable.

12.4 Proposals must be submitted no later than - As per NIB and
Corrigendum the following date and time : made ,if any.

12.5 The address to send information to the Client is- Executive Engineer HQ,

Jaipur Development Authority,

Jaipur, Telephone: 0141-

2569696- 7231

12.6 The Assignment is expected to commence - Immediate on issue of Work Order.

SECTION III GENERAL CONDITIONS OF CONTRACT

1 General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a)** “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b)** “Agreement” means the Agreement signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 2 of such signed Contract;
- (c)** “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.3;
- (d)** “Employer”, “JDA” means Jaipur Development Authority, Jaipur.
- (e)** “GC” means these General Conditions of Contract;
- (f)** “Government” means the Government of India or the Government of Rajasthan as the case may be.
- (g)** “Local currency” means Indian Rupees;
- (h)** “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (i)** “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; “Local Personnel” means such persons who at the time of being so hired had their domicile inside India; and “Key Personnel” mean the personnel referred to in Clause 16 of TOR
- (j)** “Party” means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (k)** “Commissioner/Additional Chief Engineer-II” means the Commissioner / Additional Chief Engineer-II, JDA or Employer.

- (l) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (m) “Sub-Consultant” means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) “Third Party” means any person or entity other than the Government, the Employer, the Consultant or a Sub-consultant.
- (o) “Technical Proposal” means the technical proposal submitted by the consultant and accepted by the Employer.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultant. The Consultant, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India and Rajasthan State.

1.4 Language

This Contract has been executed in the English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

Any 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 in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

Employer: The Commissioner,
Jaipur Development Authority, Jaipur.
Tele No. 0141-2569696

1.6.1 Notice shall be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In the case of telexes/e-mail, 24 hours following confirmed transmission;
- (c) In the case of telegrams, 24 hours following confirmed transmission; and
- (d) In the case of facsimiles, 24 hours following confirmed transmission.

1.7 A party may change its address for notice hereunder by giving the other party notice of such change to the other party.

1.8 Location

The Services shall be performed at Jaipur (by establishing local office at Jaipur along with land line phone and Fax facility) and such locations as are specified by the Employer, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

1.9 Authority of Member in Charge

In case the Consultants consist of more than one entity, the Member shall authorize one of the entities to act on their behalf in exercising all the consultants' rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

2 Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this Contract by the Employer or the consultants may be taken or executed by the officials authorized by the JDA and the consultant.

2.1 Taxes and Duties

Unless otherwise specified, the Consultants shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2.1.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other

Impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1.2 The rates quoted should be inclusive of all taxes payable for this Consultancy Services, which shall not be paid/ reimbursed by the Client separately.

2.2 Commencement, Completion, Modification and Termination Of Contract

2.3 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice/Work order to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.4 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.5 Commencement of Services

The Consultants shall begin carrying out the Services at the end of Maximum 10 day's period after the Effective Date/Work order date.

2.6 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 3 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the Contract.

2.7 Entire Agreement

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.

2.8 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.9 Force Majeure

(i) Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, 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 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, Court orders either directly or indirectly effecting the services or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably

have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of Contract

The failure of a Party to full fill 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.

iii) Measures to be taken

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event 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 notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

iv) Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

v) Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

vi) Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of

their 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

vii. Extension of Time

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.

3 Termination

3.1 By the Employer

The Employer may, by not less than seven (07) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than fifteen (15) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause, terminate this Contract:

- (a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.9 hereinabove, within seven (07) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their 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;
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 9.5.3 hereof;
- (d) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than fifteen (15) days; or
- (f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) If the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
"Corrupt practice" means the offering, giving, receiving or soliciting, directly or

indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower and includes collusive practice among Consultant (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

3.2 By the Consultants

The Consultant may, by not less than thirty days (30) written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause, terminate this Contract.

- (a) If the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 9.5.3 hereof within ten (10) Days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within ten (10) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;
- (c) If, as the result of Force Majeure, the Consultant, are unable to perform a material portion of the Services for a period of not less than fifteen (15) days; or
- (d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

3.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.4 or 3 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or Expiration,
- (ii) The obligation of confidentiality set forth in Clause GC 3.9 hereof,
- (iii) Any right which a Party may have under the Applicable Law.

3.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 3.1 or 3.2 hereof, the Consultant shall, immediately upon dispatch 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 Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 5 or 6 hereof.

3.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 3.1 or 3.2 hereof, the Employer shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- (i) Remuneration pursuant to Clause GC 9.1 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) Reimbursable expenditures pursuant to Clause GC 9.1 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 3.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.
- (iv) The contract can be terminated at any stage or at any level and payment will be made only upto that level only. No extra payment will be made to the consultant and decision of JDA will be final in this regard.

3.6 Disputes about Events of Termination

All the disputes shall be dealt as per RTTP Act 2012 and Rules 2013.

3.7. Obligations of the Consultants

3.7.1 General

3.7.2 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Consultant or Third Parties.

The detailed engineering drawings/fit for construction/working drawings shall be submitted to the engineer in charge/executive engineer for approval and comply with the comments/suggestions given without any additional cost. Not with standing any approvals of the client, the consultant shall remain fully responsible for quality and creativeness of his work.

The services comprises of architectural, structural, electrical, plumbing, lighting, telecommunication, signage, lifts and firefighting arrangements, landscaping, parking, water supply and treatment of water etc., including site visits as and when required during the execution.

3.7.3 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel and agents of the Consultants and any Sub consultants, comply with the Applicable Law.

3.7.4 Conflict of Interests

The consultant shall abide by all the conditions laid down in the Rajasthan Transparency of Public Procurement Act 2012 (RTPP Act 2012) and rules 2013. The consultant has to sign and upload Annexure A& B given in the RTPP Act 2012.

3.8 Confidentiality

The Consultant, their Sub consultant and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Employers business or operations without the prior written consent of the Employer.

4. Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultant liability under this Contract shall be as provided by the Applicable Law.

4.1 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain, at their own cost, but on the terms and conditions approved by the client, insurance against the risks, and for the coverage and shall provide evidence to the client showing that all such insurance has been taken out and maintained and that the current premium have been paid off and shall also keep the insurance live by paying timely premium time to time, throughout the period of consultancy, for covering of:

- i) Third party motor vehicle liability in respect of motor vehicles operated by the consultant or their personnel.
- ii) Professional Liability Insurance (PLI) including deficiencies/inadequacies in the design of structures and its related components for a period of Ten Years beyond the consultancy period or as per Applicable Law, whichever is longer after the completion of consultancy services with a minimum coverage equal to the contract value for the assignment.
- iii) Employer's liability and workers compensation insurance in respect of the

personnel of consultants and any sub consultants, in accordance with the applicable law as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

All the insurance and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

4.2 Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and shall permit the Employer or its designated representative to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

4.3 Consultant' Actions requiring Employer's prior Approval

The Consultant shall obtain the Employers prior approval in writing before taking any of the following actions:

Entering into a subcontract for the performance of any part of the Services, it being understood

- (i) That the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employers prior to the execution of the subcontract, and
- (ii) That the Consultant shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract; and

4.4 Specific Responsibilities of the Consultant

The consultant shall be fully responsible for collecting data and information from Government and other agencies. All information, data and reports obtained from the Government and other agencies in the execution of the services shall be properly reviewed and analysed by the Consultant. The responsibility for the correctness of using such data shall rest with the Consultant. All such information, data and reports shall be treated as confidential.

The Consultant shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

4.5 Reporting obligations

The Consultant shall submit to the Employer the reports and documents specified in bid document hereto. At the end of the project before the final payment the consultant shall submit a set of all working drawings / good for construction with a project completion report.

The Consultant is expected to provide suitable presentations of the project during the review meetings of the client / employer.

All submission of the Consultant such as drawings, designs, estimates, reports, etc.,

shall be of five hard copies and three soft copies each. Drawings shall be of AO / A1 sizes.

The Consultant / concerned expert of Consultant shall regularly visit the site during construction and certify in the site register that their drawings are being correctly interpreted at site and the finishing is of acceptable quality.

5. Documents prepared by the consultant to be the property of the employer

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Employer, and the Consultant, shall not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. The Consultant shall however not use these documents for any purpose to any agency other than the client without prior written approval of the client.

6. Equipment and Materials furnished by the Employer.

Equipment and materials if made available to the Consultant by the Employer, or purchased by the Consultants with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

7. Consultants' Personnel

7.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services from time to time under intimation to the Engineer-in-Charge/Executive Engineer.

7.2 Resident Project Manager

The Consultants shall ensure that at all times during the Consultant's performance of the Services, a Graduate Resident Engineer/ Graduate Architect shall take charge of the performance of such services.

The services shall be performed at Jaipur by establishing local office at Jaipur with land line phone & fax etc. facility.

8. Obligations of the Employer

8.1 Assistance and Exemptions

Employer shall use its best efforts to ensure that the Employer shall provide the Consultant, Sub- Consultant and Personnel with all requisite facilities pursuant to applicable law as shall be necessary to enable the Consultant, Sub- Consultant or Personnel to perform the Services;

8.2 Access to Land

The Employer warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required the performance of the services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Contractor and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any sub-Consultant or the Personnel of either of them.

8.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses 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.

9 Time Schedule:

9.1. Payments to the Consultant

Billing and payments in respect of the Contract shall be made as stated in schedule in 2 under TOR. All payments shall be made in Indian Rupees.

9.2 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

(a) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within thirty (30) days after the receipt by the Client of bills with supporting documents.

9.3. Fairness and good faith

9.3.1 Good Faith

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 realization of the objectives of this Contract.

9.3.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause

8 hereof.

9.4 Secrecy and Confidentiality

The consultant is expected to maintain utmost Secrecy and confidentiality on any proprietary information / data / reports that may be provided by us orally or in writing and collected by you during the course of this contract.

9.5. Settlement of Disputes

Settlement of disputed shall be done in accordance of the provisions made in the RTPP Act 2012 and Rules 2013.

10 Foreclosure

10.1 The Employer may, by not less than thirty (15) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultant, without assigning any reason whatsoever at any stage of the contract, terminate the contract.

10.2 Up on termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the Employer.

10.3 The Consultant shall be duly paid for the works carried out and services rendered till the date of termination. The Consultant shall not be reimbursed for any demobilization expenses, if the contract is terminated.

11. Jurisdiction of court

In the event of any dispute arising between the parties here to in respect of any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place where agreement is executed at Jaipur and by no other court.

SECTION – IV

TERMS OF REFERENCE

1.BACKGROUND

Jaipur development authority, Jaipur is desirous of obtaining Architectural and Engineering Consultancy for Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences in Central Park Jaipur.

OBJECTIVES & DESCRIPTION OF ASSIGNMENT

The main objectives of the service shall be to prepare DPR & tender documents for Architectural and Engineering Consultancy for Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences in Central Park Jaipur, towards fulfilment of Budget announcement made by the State Government.

2. Scope of work.

Preparation of conceptual drawings, detailed drawings with DPR, tender documents & BOQ for Architectural and engineering consultancy for Architectural and Engineering Consultancy for Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences in Central Park Jaipur

Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences is to be constructed on Govt. land in Central Park Jaipur. This project is envisaged as per budget declaration of year 2021-22. For this project a provision of Rs. 100.00 Crore is taken. This project will be designed & constructed in such a way that it will help younger generation to assimilate teachings of Mahatma Gandhi & will prepare them for Governance and other social obligations.

3. Description of Assignment

The Consultant's services shall consist of the following stages in Conceptual plans with approval / Preliminary Project Preparation Drawings, Detailed Engineering/ Architectural Drawings with Detailed Project Report/ Preparation of bidding documents with BOQ.

NOTE: JDA reserves the right to close the contract at any of the above stage if it is found that further work is not necessary. Payment will be made for the stage of work carried out by the consultant.

5 DETAILED SCOPE OF SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT (DPR)

5.1 Conceptual plans with approvals.

The conceptual plans are to be prepared by detailed surveys, measurement of land, and verification of data, historical facts, site conditions and requirement of facilities

5.2 Detailed scope of services for preparation of Detailed Project Report

- Detailed Topographic Survey
- Preparation of Detailed plans
- Detailed Geo-Technical investigations
- Preliminary design and cost estimation.
- Detailed investigations for all surface and underground utilities and relocation.
- Engineering designs and Drawings for complete structures.
- Consultant has to get Proof checking of structural drawings from MNIT or IIT's at his own expense.

- Detailed Bill of Quantities and Cost Estimation.
- Project monitoring system.
- Construction Methods,
- Tender drawings and Tender Documents.
- Site visits during construction period and modification in drawing and design and proof checking (No extra cost to be paid for proof checking of modified design and drawings) of same if required as per site condition.
- Consultant should include & take due care of latest relevant town planning guidelines/clauses/norms applicable for the above side area viz. Central Park, Jaipur and include the themes as concerned subject related.
- Consultant should submit all concepts, drawings theme based on authenticated facts. Responsibility to include correct historical facts will solely will be of consultant.
- Consultant should submit a self-sustainable revenue model for maintenance of the project for future.
- Consultant should put up and get approved all concepts, display models at every important stage of the project before a high level committee constituted by JDA and/or at Govt. level

5.2.2 Deliverables

The consultant shall submit the details of

- Measurement of land, verification of Data & Site condition
- Layout & overall plan
- Geo technical Investigations at site
- Preparation of site plan & general planning of basic Infrastructure of external services such as roads, drainage, street lighting, sewerage, water supply lines and road side plantation etc.
- Planning as per prevailing building bylaws so as to achieve openness, wide movement space etc.
- Planning green and energy efficient with good natural lighting and ventilation.
- Architectural planning of multistoried buildings, common spaces, circulation spaces, facility and services areas etc.
- Planning of all services HAVAC, communication, cable, Gas etc.
- Preparing Architectural elevations.
- Architectural and structural designs (RCC framed Structure) - with steel minimum grade 500D and cement minimum grade 43-grade with proof checking of structural design from MNIT/IIT's.
- Bill of quantities with specifications and bid document for construction of referred building.
- Furniture layout, flooring patterns, door window designs, false ceiling design, lighting plan, Air cooling design , A.C. design, sitting plan arrangement work station as per the establishment of different offices etc.
- Double basement Parking.
- Surface parking for VIPs.
- Conference hall/Meeting halls
- Gandhi Ashram, kitchen, Dining Hall etc.
- Food court and recreational/ shopping area place.

- Library designing including modern concepts.
- Basement storage facilities
- Minimum two lifts right up to the basements in each blocks
- Dual plumbing system with recycling of treated water.
- Fire escape stairs.
- Security system in individual flat and premises
- Wi-Fi and other new age communication facilities
- Water harvesting in the premise.
- Landscaping plan.
- Plantation Plan, Horticulture, outdoor lighting, pathway & pavements.
- Design of internal & external services like sanitary, plumbing, electrical, telephone, water supply, sewerage etc.
- Installation of solar panels with reverse metering.
- Provision for Handicapped persons (specially abled persons)
- Overhead Water Tanks, Water supply lines,
- Underground water tanks & Pump House
- Electric Transformer , LT Panel, HT panel
- Fire fighting underground tank & pump house
- Public conveniences (Sulabh Complex) for common use on ground
- Common Water Huts for common use on ground
- Common Waiting areas
- Amphitheatre in setback areas
- Architect/Civil/Structural Engineer of the consultant for layout work, supervision of work will visit the construction site when desired by the engineering in charge without any payment.
- Plan, elevation and 3D View in hard copy as well as in soft copy.
- Physical 3D model of project including 3D model of different buildings/ structures.
- Maintenance schedule of building.
- Consultant should submit a self-sustainable revenue model for maintenance of the project for future

Detailed Scope of Services

6. General Scope of Assignment:

The Consultant shall collect the available data and information relevant for the project. The recommended proposal and designs shall have maximum benefits to the public at large with good natural lighting and ventilation and be cost effective.

The consultant should ensure detailed project preparation incorporating value engineering, quality audit and safety audit requirement in design and implementation. All activities related to field studies, design and documentation shall be done as per the latest guidelines of building codes & specifications.

JDA expects the consultant to illustrate the proposed methodology, the interest and commitment to utilize the latest National and International development in designs and constructions techniques in order to promote fast, efficient and sound completion of the works.

6.1 General

As soon as possible after being awarded the Contract, the Consultant shall support JDA in preparing the timetable required for the technical and financial implementation of the project. The Consultant is expected to get his project preparation work approved by high level committee constituted by JDA and/or at Govt. level and make suitable presentations before the committee & got approved. The Detailed consultancy shall be got approved by the Client. In the course of getting the various works approved by the various agencies, the Consultant shall do whatever work is necessary, including making appropriate modifications to his work to comply with the comments given, etc without any extra fees or additional reimbursements. Notwithstanding any approvals given by such agencies or the Client, the Consultant shall remain fully responsible for the quality and correctness of his work, which shall be performed to the highest engineering standards and good engineering practice.

- 6.2 Preliminary works like setting and maintenance of permanent benchmarks, reference points, central line of framed structures, etc., shall be prepared by Total Station. It shall also include making adjustment in the layout, if required, as per site conditions and as directed by the JDA. The layout shall be got approved from the JDA before starting actual work. Existing levels of the area under the scope of work shall also be recorded.
- 6.3 Provision to be made for all safety measures for pedestrian, workmen, Equipment etc., as considered necessary by the JDA during field surveys.
- 6.4 Identification of services like sewer lines, water supply lines, electric and telephone cables, etc., and finalization of founding levels by drilling bores up to the rock level.
- 6.5 It is also made clear that the intending tenderer should visit the site of work and physically assess the activities that are involved for completing the detailed Project Report.
- 6.6 The tenderer shall assess with due care the supplementary site investigations needed to verify all topographical, hydrological and other site data also collect such additional site data / geotechnical data as may be necessary for completing the job.

7. DETAILED GEO TECHNICAL SURVEY:

The sub-soil investigation to be carried out at the proposed locations of all the structures will include the study of existing geological information, previous site reports, geological maps and geological examination.

The borings in strata other than rock will extend to a depth not less than one and a half times the width of the foundation in question below the founding level, the bores will extend to depth of 3m in hard rock. The scheme for borings will be prepared by the Consultant and finalized before taking up the work of borings.

All relevant laboratory tests on disturbed/undisturbed soils and rock core samples will be carried out, in accordance with the codal provisions. Data collected along with its interpretation will be presented in the format prescribed in IRC: 78-2000

Laboratory Investigation: The following laboratory tests are to be carried out on the collected soil samples. The tests for bulk density and shear parameters of the soil samples are to be carried out on remoulded soil samples.

(i) Safe Bearing Capacity. (ii) Specific gravity (iii) Bulk density (iv) Shear tests

The following tests are to be carried out on the rock core samples

(i) Specific gravity (ii) Porosity (iii) Water absorption (iv) Unconfined compressive strength.

Sub Soil Profile Recommendations: Based on field investigations and laboratory tests, recommendations are to be given for proposed buildings

8. CONCEPTUAL DRAWING

Conceptual drawing for the project to be prepared and submitted to JDA with specific recommendations based on relative merits and demerits. The approved conceptual drawing should form basis for further detailed designs and Estimates.

9. COST ESTIMATE & DRAWINGS

The project estimate shall give a clear picture of the financial commitment involved and shall be realistic. The quantities determined should not have variation by more than 10%. The bidder shall give a certificate to this effect. Rates shall be adopted as per latest prevailing BSR or as directed. Non BSR items shall be analysed on Market Rates.

Drawings

Projects drawings shall depict the proposed work in relation to the existing features, besides other information necessary for easy and accurate translation of the proposals in the field. For easy understanding and interpretation, drawings shall follow a uniform practice with regard to size, scales and the details to be incorporated

10. TENDER DOCUMENTS

Tender Documents shall be prepared as per **Two bid document** of Government of Rajasthan/JDA to facilitate the e-procurement.

After approval by the JDA soft copy of tender document shall be submitted.

11. SCHEDULE FOR COMPLETION OF THE ASSIGNMENT.

S.No.	Particulars	Time (From date of commencement)
1	Preparation of Conceptual plans and preliminary drawings as per requirements, consulting with concerned authorities for presentation and approval of the above. Topographical survey, Survey of existing services/ service points, inspection of the area & surroundings etc. shall be part of the work.	7 days
2	Based on approval of preliminary drawings, preparation of architectural drawings, elevations, sections, perspective views, 3D models, walk through etc. for presentation and approval of final drawings.	20 days
3	Preparation of various required working drawings like layout plan, centre line plans, foundations and footing details, working plans of all floors, elevations, sections etc., including outer development works. Preparation of BOQ and tender document with market rate analysis of Non BSR items. Preparation of submission drawings as per by Laws & requirements for their approval.	60 days
4	Preparation and submission of various services drawings plumbing, sewerage electrical, air conditioning, security, firefighting, communication cable, gas etc.	70 days
5	Working drawings of finishing work of building, including floor details, windows details, electrical and mechanical works details, etc.	80 days
6	Preparation and submission of architectural working details like elevations, staircase, lift details, toilet details, reception, kitchen detail/ Pantry etc.	90 days
7	Preparation and submission of detailed landscape& horticulture drawings, parking walk way and road light & outer development plan etc.	100 days
8	Preparation and submission of all remaining items and precreation and installation of 3D physical model as specified in the document.	120 days

12. SPECIFIC RESPONSIBILITIES OF THE CONSULTANT.

12.1 The consultant shall be fully responsible for collecting data and information from Government and other agencies. All information, data and reports obtained from the Government and other agencies in the execution of the services shall be properly reviewed and analysed by the Consultant. The responsibility for the correctness of using such data shall rest with the Consultant. All such information, data and reports shall be treated as confidential.

The Consultant shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

12.2 It will be the consultant's responsibility to get the Conceptual drawing and Structural Design approved by JDA for which he may have to prepare as many modified drawings and design, no extra payment is to be given on this account.

12.3 Payments shall be made according to the following schedule:

S. No.	Milestone	Payment in % age	Cumulative %age
PART-A			
1	Preparation of Conceptual plans and preliminary drawings as per requirements, consulting with concerned authorities for presentation and approval of the above. Topographical survey, Survey of existing services/ service points, inspection of the area & surroundings etc. shall be part of the work.	10%	10%
2	Based on approval of preliminary drawings, preparation of architectural drawings, elevations, sections, perspective views, 3D models, walk through etc. for presentation and approval of final drawings.	5%	15%
3	i) Preparation of submission drawings as per bylaws & requirements for their approval. Preparation of various required working drawings like layout plan, centre line plans, foundations and footing details, working plans of all floors, elevations, sections etc., including outer development works. Preparation of BOQ and tender document with market rate analysis of Non BSR items. For work to be carried out in Phase wise manner. A) Up to structure part. B) For finishing work	10% 10%	25% 35%

	ii) Preparation and submission of various services drawings plumbing, sewerage electrical, air conditioning, security, firefighting, communication cable, gas etc.	7%	42%
4	Working drawings of finishing work of museum & allied building, including floor details, windows details, electrical and mechanical works details, etc.	8%	50%
5	Preparation and submission of architectural working details like elevations, staircase, lift details, toilet details, reception, kitchen detail/ Pantry etc. as specified in scope of work.	10%	60%
6	Preparation and submission of detailed landscape & horticulture drawings, parking, pathway and road light & outer development plan etc.	5%	65%
7	After completion of floor wise work, payment proportionate to work done shall be released. Further payment will be disbursed at following stages:- I- On completion of basement work at site II- On completion of ground floor work at site III- On completion of Top floors work at site IV- On completion of entire structural work at site.	5% 5% 5% 5%	70% 75% 80% 85%
8	On final completion of project in all respect including.	10%	95%
PART-B : Maintenance schedule of 3 years			
9	Site Visit by Team Leader of consultancy firm after commencement of work at site a. After completion of work at S. No 1&2 b. After completion of work at S. No 3&4 c. After completion of whole bwork	2% 2% 1%	2% 4% 5%
	G. TOTAL (PART-A + PART-B)		100%

12.4 The estimate cost of planed works is based on a preliminary forecast estimate. The cost of work of engineering and architecture consultancy has estimated as 1.80 Cr. Payment made be to the consultant for the work as per the payment schedule mentioned as per 12.3 above.

12.5 For the purposes of payment to the consultant, estimated cost of the projects as per 12.4 above shall be treated as cost of project for payments up to stage 6 of the work (up to first 65% payment of the work). However, the payments of subsequent stages and the final payable amount shall be calculated based on the actual work order amounts of the works, arrived through tendering process. Payments made up to stage 6 shall be accordingly revised once work orders are issued and the work order amounts are known. The reckoning of consultancy on basis of actual cost, as given above, shall be applicable

only when the actual cost of project, after tendering, comes lower than the estimated cost given at 12.4 above. In case the actual cost increases, after tendering, the consultancy fee will be limited to fee calculated on the estimated cost. It is clarified that the cost of shifting of utilities, rehabilitation works, and land acquisition, any extra / excess work required during execution and O&M costs of future shall not be accounted for calculating cost of works for the purpose of calculation of consultancy fee under this contract.

6. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY JDA.

The JDA shall provide the consultant with available reports, if already available, data and services appropriate to achieve the objectives of the study. However, the consultant shall be responsible for the analysis and interpretation of all data received and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.

7. FINAL OUT PUT

Bound volumes (hard copies) of the detailed project report, drawings etc. are to be submitted by the Consultant (three hard copies) after the completion of each stage of work as per the schedule. Further the entire reports and drawings are to be presented in CDs along with 5 copies in hard bound form.

8. REVIEW AND MONITORING OF CONSULTANTS WORK.

The Consultants shall present the detailed project report to the Additional Chief Engineer-II, JDA who will review the technical details on behalf of the JDA and suggest necessary modification / additional work needed which have to be incorporated in the reports to be submitted.

9. KEY PROFESSIONALS FOR THE REQUIRED SERVICES:

Key professional personnel required for the consultancy services for the assignment.

1. Senior Architect cum Team Leader
2. Structural Designer Expert
3. Electrical Engineer
4. PHE Engineer
5. Landscaping Specialist.
6. Contract Engineer

The key personnel / supporting staff shall be accessible during the entire period of project report preparation and their contact numbers to be made available.

After award of the contract JDA expects the entire proposed key professional, sub-professional / technical staff and supporting staff to be available during project period. JDA will not consider substitutions during contract implementation except under exceptional circumstances. In the case of any such substitutions of the key professional and sub- professional / technical staff, qualifications of whose should be equivalent or

higher than required, the Consultant will ensure that there is a reasonable overlap between the staff to be replaced and the replacement and prior approval of engineer in charge is necessary. In case desired key professionals personnel is not available than following deductions will be made.

1. Senior Architect cum Team Leader Rs. 50,000/- per month
2. Structural Designer Expert Rs.35,000/- per month
3. Electrical Engineer ,Rs. 25,000/- per month
4. PHE Engineer Rs, 25,000/- per month
5. Landscaping Specialist. Rs 20,000/- per month
6. Contract Engineer Rs 20,000/- per month

17. COMPENSATION FOR UNREASONABLE DELAY

If the consultant fails to complete the various jobs assigned to him as per the scope of the work in the given time, he is liable for compensation. He shall, without prejudice to any other right or remedy be liable for compensation **@ 1% per week** (of the unexecuted amount), by the accepting authority on the contract value, maximum 10% of the contract value amount and/or debarring the firm for one year for participating in tenders.

When delay in completion of the work / part work amounts to less than a week the compensation payable shall be proportional to the number of days involved provided that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the contract value of the work.

The amount of compensation may be adjusted or set off against any sum payable to the consultant under this or any other contract with the JDA, Jaipur.

The Engineer-In-charge shall keep a watch as to whether the actual progress of work is as per the time schedule and in case the consultant defaults in achieving progress on works at intermediate stage as per this schedule and continue to do so even after one month after a notice in writing from the Engineer-In-charge, the consultant will render himself liable to action as provided above.

18. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENT.

18.1 General

The consultant shall be responsible for accuracy of the data collected, by him directly or procured other agencies/ authorities, the design, drawing, estimates and all other details prepared by him as part of these services. He shall indemnify the Jaipur Development Authority against any inaccuracy in the work which might surface during implementation of the project. The consultant will also be responsible for correcting, at its own cost and risk, the drawings including any resurvey/ investigation and correcting layout etc, if

required during the execution of the services.

18.2 The consultant shall be fully responsible for the accuracy for design and drawing of the Building structure and all its related components. All the designs and drawings for Building structures including all their components shall be fully checked by a senior engineer, after completion of the designs, all the drawings for Building structures shall be duly signed by the (a) Team Leader (b) Senior checking engineer, and (c) Senior Building/ Structure expert. The design and drawing not signed by the three persons mentioned above shall not be accepted. The consultant shall indemnify the client against any inaccuracy/ deficiency in the designs and drawings of the Building structure noticed during the construction and even thereafter and the client shall bear no responsibility for the accuracy of the designs and drawings submitted by the consultants.

18.3 The survey control points established by the consultant shall be protected by the consultant at their own cost till the completion of the consultancy services.

19. RETENTION MONEY

If variation in any of the main quantities of work including Building structure, Road, Drains etc. total concrete quantities and reinforcing steel is more than $\pm 10\%$, the penalty equivalent to 5% of the contract value shall be imposed. For this purpose retention money equivalent to 5% of the contract value will be forfeited. This shall exclude any additional/ deletion of items/ works ordered during the execution.

20. PENALTY

20.1 Penalty for Error/ Variation

If variation in any of the main quantities of work, cost overrun beyond 5% shall be charged on the consultant for which the consultant should have necessary insurance as mentioned in clause 4.1 (ii) of Section -III, General Conditions of Contract.

20.2 Penalty for delay

In case of delay in completion of services, a penalty as specified in Clause 17 shall be imposed and shall be recovered from payments due/ performance security/ Bid Security/ Security Deposit. However in case of delay due to reasons beyond control of the consultants, suitable extension of time will be granted.

21. ACTION FOR DEFICIENCY IN SERVICES

21.1 Consultants Liability towards the client

Consultant shall be liable to indemnify the client if for any direct loss or damage accrued or likely to be accrue due to deficiency in service rendered by him.

21.2 Warning/ Debarring/ Blacklisting

In addition to the penalty as mentioned in clause 20, warning may be issued to the erring consultants for major deficiencies. In the case of major deficiencies in the DPR involving time and cost overrun and adverse effect on reputation of JDA, other penal action including debarring or Blacklisting for certain period may also be initiated as per policy of JDA.

22. SITE VISITS

22.1 Chief architect (Team Leader) as appointed by the firm has to make at least one visit per month during the projects as instructed by engineer in charge for which payments shall be made as per payment schedule.

22.2 If any additional visits are required the visiting charges will be paid by mutually agreed. In addition to that other experts will have to make visit as and when required for which no additional payment will be made.

SECTION V. TECHNICAL PROPOSAL - STANDARD FORMS

S.No	Description	Page No.
V-A	Technical Proposal Submission Form	52
V- B	Consultant's references along with completion certificates	53
V -C	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.	54
V-D	Site appreciation	55
V- E	Description of the methodology and work plan for performing the assignment.	55
V- F	Team composition and task assignments	55
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V- H	Time schedule for professional personnel.	58
V- I	Activity (work) schedule.	59-60
V- J	Details Of Consultant Firm	61

V- A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

From.....

To

Ladies/Gentlemen:

Sub: - Architectural and engineering consultancy for construction of Architectural and Engineering Consultancy for Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences in Central Park Jaipur. _ Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your NIB dated [*Date*]. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on E procurement system in separate envelopes.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant: Address:

V- B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:	
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles):	
Name of Client:		No. of Staff:	
Address:		No. of Staff-Months; duration of assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.):	
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:			
Narrative Description of Project			
Description of Actual Services Provided by Your Staff:			

Consultant's Name: _____

**V- C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS
OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE
PROVIDED BY THE CLIENT**

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

V- D. SITE APPRECIATION

V- E. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

V- F. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl.No	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Support Staff

Sl.No	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

**V- G. FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position

Name of Consultant:

Name of Staff:

Profession:

Date of Birth:

YearswithFirm/Entity:_____Nationality:_____

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:

[Signature of staff member and authorized representative of the Consultant]

Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

V- H. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No	Name	position	Reports Due/ Activities	Weeks (in the form of a Bar Chart)*																Number of weeks
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
1																				Sub total (1)
2																				Sub total (2)
3																				Sub total (3)
4																				Sub total (4)
5																				Sub total (5)
6																				Sub total (6)
7																				Sub total (7)

Part time :

Full-time: _____

Reports

Due: _____

Activities Duration :

Signature: _____

* The Schedule should be for the period of completion (Authorized Representative) of assignment

Full Name: _____

Title: _____

Address: _____

V- I. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Week wise Program (in form of Bar Chart) ++ <i>[1st, 2nd, etc. are weeks from the start of assignment]</i>															
Sl. No	Item of Activity (work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th	15th	16th

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

S. No.	Particulars	Time
1	Preparation of Conceptual plans and finalizing with the competent authority after discussion with related department for the assessment of the area requirement, topographical analysis of surroundings which would form basis for the development of design.	
2	Preparation of presentation drawings of all plans, elevations, sections and perspective views for presentation to various. Authority including providing soft copies.	
3	Preparation of various works drawing like layout plan, centre line plans, foundations and footing details, working plans of all floors, elevations, sections etc. Preparation of BOQ Tender Documents with market rate analysis of Non BSR items & details of specification	
4	Preparation and submission of services drawings such as plumbing, sewerage layout, electrical drawings etc.	

5	Working drawings of finishing work of building, including floor details, windows details, electrical and mechanical works details, etc.	
6	Preparation and submission of architectural working details like elevations, staircase, lift details, toilet details, reception, kitchen detail/ Pantry etc. as specified in scope of work.	
7	Preparation and submission of landscape, parking and outer site development plans with detailed estimate and tender document with maintenance schedule of the building for 3 years.	

V- J. DETAILS OF CONSULTANT FIRM

Name	Qualifications	Registration No.
1.		
2.		
3.		

DECLARATION

I am / we are / India Consultant / Overseas Consultant is a qualified Architect/s and Registered under the Architects Act, 1972.

Signature/s of Architectural Firm

Date:

Place:

SECTION – VI
FINANCIAL PROPOSAL
STANDARD FORMS

Sl.No.	Description	Page No.
VI A	Price Bid	63
VI B	Format for Financial Bid	64-65
VI C	Form of Bid	66-67

SECTION – VI
VI A - PRICE BID

From

To
The Executive Engineer HQ
Jaipur Development Authority
Jaipur.

Sir,

Sub: Architectural and Engineering Consultancy for Gandhi Darshan Museum and
Mahatma Gandhi Institute of Governance and Social Sciences in Central Park
Jaipur.

Ref: No.... /

I / We.....Consultant / Consultancy

firm herewith enclose price proposal for selection of my / our firm organization as

consultant for

Yours faithfully,

Signature_____

Full Name

Address

(Authorised Representative)

SECTION – VI
VI B - FINANCIAL PROPOSAL – STANDARD FORMS
FORMAT FOR FINANCIAL BID

FROM

To:
The Executive Engineer HQ
JDA Jaipur.

Sir:

Sub: Architectural and Engineering Consultancy for Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences in Central Park Jaipur.

We, the undersigned, offer to provide the consultancy services for the above work in accordance with your bid document dates (date), and our bid (technical and financial bids). Our attached financial bid is for the sum, of (Amount in words and figures). This amount is inclusive of all taxes.

S.No	Particulars	Qty	Estimated Project Cost in crore rupees	Consultancy rate to be quoted		
				Percentage of the project cost (in figures)	Percentage of the project cost (in words)	Amount in fig.
1	Architectural and Engineering Consultancy for Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences in Central Park Jaipur. The quote would include preparation and installation of 3D architectural physical model showing all details of the structure/structures & landscaping etc. The size of model shall be 5 feet X 5 feet or suitable size rested on a sturdy steel frame. The model shall be enclosed by 3-5 mm thick acrylic sheet.	1	100.00			

Note :

- 1. The bidder should quote percentage rates inclusive of all taxes.**
- 2. The rates quoted should also be inclusive of requisite number of site visits.**
- 3. The offer includes proof checking charges to be paid by consultant to MNIT/IIT**

No additional payment will be made by JDA on this account.

Total quoted fee/rate is.....% of the estimate cost which is Rs._____ (In words _____). Our financial bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. (120 days from Due Date for Receipt of Bids).

We undertake that in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We remain,

Yours sincerely,

**Name and Title of Signatory:
Name of Firm and Address**

SECTION – VI
VI C - FORM OF BID

To
The Executive Engineer HQ,
J.D.A. Jaipur.

Sir,

I / We,.....do hereby Bid and, if this Bid be accepted Under take to execute the following consultancy works, viz Architectural and Engineering Consultancy for Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences in Central Park Jaipur as per the terms of reference and Conditions of Contract.

I/We.....have completed the Price Bid in words and figures for which I/We.....agree to execute the work.

I / WeAgree to keep the offer in this Bid valid for a period of 120 days mentioned in the Instructions to Bidders and not to modify the whole or any part of it for any reason within the above period. We understand that if the Bid is withdrawn by me / us for any reason whatsoever, the earnest money deposited by me / us will be forfeited to the JDA.

I / We.....hereby distinctly and expressly declare and acknowledge that before the submission of my /our Bid, / Wehave carefully followed the invitation to Bids and Instructions to Bidders and have read the Conditions of Contract, Terms of Reference and that I / Wehave made physical inspection of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me / us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the Contract, and in the Terms of Reference; and distinctly agree that I/Wewill not hereafter make any claim or demand upon the JDA / Government, based upon or arising out of any alleged misunderstanding or misconception or mistake on my / our part of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

I/We.....have deposited online / Bank Guarantee for the payment of the sum of Rs.(Rupees) as earnest money not to bear interest. If my / our Bid is not accepted, this sum shall be returned to me / us on my / our application when intimation sent to me / us of rejection or at the expiration or at the expiration of one month / two months / three months after the last date prescribe for the receipt of Bids, whichever is earlier. If my / our Bid is accepted, the earnest money shall be retained by the JDA / Government as security for the due fulfilment of the Contract, If upon written intimation to me / us by the

JDA / Executive Engineer HQ, I / We fail

to attend the said office on the dated therein fixed or if upon intimation being given to me / us by the JDA / Director Engineering-II / Executive Engineer HQ of acceptance my/our Bid, I/We.....fail to make the additional security deposit (where a Bank Guarantee is furnished towards the Earnest Money Deposit, a fresh Bank Guarantee for the total security deposit shall be furnished for the period of completion and defects liability period the original Bank towards Security) or to enter into the required agreement as defined in the Bid documents I / We.....agree the forfeiture of the earnest money. Any notice required to be served on me / us by post to (registered or ordinary) or left at my / our address given herein. Such notice shall sent by post be deemed to have been served on me /us at the time when in due course of post it would be delivered at the address to which it is sent.

I/We.....fully understand that the written agreement to be entered into between me / us and the JDA / Government shall be the foundation of the rights of both the parties and the Contract shall not be deemed to be complete until the agreement has first been signed by me / us and then by the proper officer authorized to enter into contract on behalf of JDA / Government.

I / We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this.....day of20.....

Signature.....in the Capacity of...duly authorized to sign the Bid for an on behalf of (Block Capitals)

Name of Witness.....Address.....

(Signature of Witness)

JDA

SECTION - VII
FORM's OF CONTRACT FOR CONSULTANT'S SERVICES

VII-A. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 20____, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultants").

[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows

“.....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")”]

WHEREAS (a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) The Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of contract (hereinafter called "SC");
- (c) The following Appendices:

Appendix A : Description of the Services	-----
Appendix B : Reporting Requirements	-----
Appendix C : Key Personnel	-----
Appendix D : Services and Facilities to be provided by the Client	-----

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF
CONSULTANT]

By
(Authorized Representative)

[***Note:** If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner :*]

FOR AND ON BEHALF OF EACH OF THE
MEMBERS OF THE CONSULTANTS

[Name of Member]
By
(Authorized Representative)

[Name of
Member] By
(Authorized
Representative) etc.

VII-B. Form of Letter of Acceptance

From:

To

Sub: - Bid for.. ..

Ref: - Your Bid for the above work

* * * * *

Kindly refer to your letter No. dated.
..... forwarding your Bid in response to Invitation to Bid
No.....
You are hereby informed that the referenced Bid is accepted.

You are requested to furnish the security deposit in the form specified in the Conditions of Contract within seven days of the receipt of this letter and are also requested to be present all the Office of the Executive Engineer (HQ), JDA for execution of Contract documents along with non-judicial stamp paper as per conditions of contract.

The Contract will be governed by the Conditions of Contract as set out in the Bid documents subject to modifications accepted by JDA.
Please return this copy duly accepted and signed.

VII-C. Form of Bid Security (Bank Guarantee)

To

Secretary,

Jaipur Development Authority,

Jaipur

Sub:

Bank Guarantee No. _____ dated _____ for [amount of Security in figures]
[in words] on behalf of _____ [Name of the Bidder]
against the Bid Security for Bid for

_____(Name of work)

WHEREAS, _____ [name of Bidder with address]
(hereinafter called “the Bidder”) has submitted his Bid dated

(Name of Work) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that we

_____(Name of Bank) of having our registered office
at _____ [name of country] having our registered
office at _____ (hereinafter called “the Bank”) are bound unto
Secretary, Jaipur Development Authority. (Hereinafter called “the Employer”) in the sum
of Rupees _____ **[Amount of Security in figures]** _____
(in words) only for which payment will and truly to be made to the said Employer, the
Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ of
20_.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer

during the period of Bid validity;

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No ICICI..... Bank Account No..... on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date _____ Signature _____ of _____ the
Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

[Note: To be furnished on non-judicial stamp of Rs. 10/-.]

VII-D. Form of Agreement

THIS AGREEMENT is made on theday of20 between name of Employer)of (mailing address of Employer)..... hereinafter called “the Employer”, of the one part and (name of Contractor)..... (hereinafter called” the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain work should be executed, viz(brief description of Works)and has, by Letter of Acceptance dated(dated of Letter of Acceptance)..... accepted a Bid by the Contractor for the execution, completion and maintenance of such Works, NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) this Form of Agreement;
 - b) Section I: Notice Inviting Bid
 - c) Section II: Instructions to Bidders
 - d) Section III: General Conditions of Contract
 - e) Section IV: Terms of reference
 - f) Section V: Price bid, Format for Financial Bid, Form of Bid, Bid appendix, Form of Letter of Acceptance, Form of Bank Guarantee for Security Deposit, form of agreement.
 - g) Section VI: Schedules of Supplementary Information
 - Schedule A - Form of Bank Guarantee for EMD
 - Schedule B - Income Tax PAN No.
 - Schedule C - Project Experience Record
 - Schedule D - Methodology of Work
 - Schedule E - Activity Schedule
 - Schedule F - Equipment
 - Schedule G - Bio-data of Technical Personnel for the work
 - Schedule H - Record of arbitration and Litigation
 - Schedule I - History of Criminal cases
 - Schedule J - Form of General Power of Attorney
 - Schedule K - GPA Affidavit
 - Schedule L - Affidavit
 - Schedule M - Undertaking for not being Blacklisted : Annexure 1
 - Schedule N - General Affidavit

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provision of the Contract.
5. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works the Contract Price at the time and in the manner prescribed by the Contract.

In witness where of the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Signed, Sealed And Delivered.

By the said

By the said

Name
On behalf of the Consultant firm
In the presence of:

Name.....
On behalf of the Consultant firm
In the presence of:

.....
Name
Address.....

.....
Name
Address.....

SECTION VIII

Schedules of supplementary information

SCHEDULE – A

IRREVOCABLE & UNCONDITIONAL BANK GUARANTEE **FOR BID SECURITY DEPOSIT**

To
Secretary,
Jaipur Development Authority,
Jaipur

Sub:

Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of _____ [Name of the Bidder] against the Bid Security for Bid for

(Name of work)
WHEREAS, _____ [name of Bidder with address] (hereinafter called “the Bidder”) has submitted his Bid dated

(Name of Work) (hereinafter called “the Bid”).
KNOW ALL PEOPLE by these presents that we

(Name of Bank) of having our registered office at _____ [name of country] having our registered office at _____ (hereinafter called “the Bank”) are bound unto Secretary, Jaipur Development Authority. (Hereinafter called “the Employer”) in the sum of Rupees _____ [Amount of Security in figures] _____ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20_.

THE CONDITIONS of this obligation are:

- (4) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (5) if the Bidder refuses to accept the correction of errors in his bid;
- (6) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the

Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No.ICICI 0006754 Bank Account No.675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date_____Signature of the Bank_____

Witness_____Seal_____
[Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]

SCHEDULE – B
Income Tax and PAN No.
Identification and financial data sheet

Audited Financial Statements (Balance sheet and profit and loss account) for the last five years (Preceding last financial year) including Contingent Liabilities and Projects in progress duly certified by the Chartered Accountant in the format enclosed illustrative example is also enclosed for guidance).

Financial statement (Balance sheet and Profit and loss account) for the previous financial year including liabilities and contingent liabilities and projects in progress in the same format as above (in case audited accounts are not available)

Financial statement (balance sheet and profit and loss account) for the latest financial position (2 to 3 months prior to Bid date) including liabilities, contingent liabilities in the same format as above.

Solvency Certificate for each of the five years from Bank Certificate for credit limits from Bank.

Note:

If the Bidder is a company, annual reports of the financial year 2014 to 2019, along with audited report under the companies act shall be furnished.

In case the Bidders other than the companies, if the turnover in any of the above financial years exceeds Rs. 40/- lakhs per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If the audited reports under section 44 AB of Income Tax are not furnished for every year, it will be deemed that the turn over for that year was less than Rs. 40 lakhs.

In case of Bidders other than the companies, if the turnover in any of the above financial years does not exceed Rs. 40 Lakhs per annum, the following certificate shall be given by the Chartered Accountants for every year for the Profit and Loss Account and the Balance sheet. "We have audited the above Profit and loss account / Balance sheet of

as on

_____ for the financial year ending _____ and in our opinion the said accounts give a true and fair view. The said balance sheet and profit and loss account are in agreement with books of accounts and returns produced and that we have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of the audit."

Originals of the certificates shall be produced at the time of opening Bids.

BALANCE SHEET					
	(Rs. Lakhs)				
Liabilities	31-03-2021	31.03.20	31.03.19	31.03.2018	31.03.2017
1.Paid up Capital					
2.Reserves and Surplus					
3.Borrowings:					
3.1 Term loan from Fis					
3.2 Working Capital Loans					
3.3 Other Loans					
3.4 Interest Accrued & Due on Loans					
Sub – total					
4. Current Liabilities & Provisions					
4.1 Creditors for Materials					
4.2 Advances on Contracts					
4.3 Provisions					
Sub Total					
TOTAL					
Assets					
5. Fixed Assets - Gross Block					
Less Cumulative Depreciation					
Net Fixed Assets					
6. Capital Work-in-Progress					
7. Investments					
8.Current Assets, Loans, Advances					
8.1 Inventories					
8.2 Sundry Debtors					
8.3 Cast and Bank Balance					
8.4 Loans and Advances					
Sub-Total					
9.Expenses and losses to the					
Extent not written off					
TOTAL					
Financial Indicators:					
*Networth					
*Current Ratio					
*Liquid Ratio					
*Capital Employed					
*Debt : Equity Ratio					
PROFIT & LOSS ACCOUNT Rs Lacs					
INCOME	2020-21	2019-20	2018-19	2017-18	2016-17
1.Income From Operations					
2.Other Income					

TOTAL**EXPENDITURE**

3. Materials

4. Salaries and Wages

5. Administrative and Other Exp.

6. Interest

7. Depreciation

8. Deferred Revenue Exp. w/o

9. Other Expenses w/o

10 TOTAL Expenditure**11. Profit Before Tax**

12. Less Income tax

13. Profit After Tax

14. Prior Period Adjustments 15. Extra-ordinary
Items

16. Profit Available For Appropriations

17. Less Dividend

18. Retained Profit Financial Indicators :

*Profit Before Tax To : Capital Employed

(%) Net Worth (%)

Sales (%)

Earning Per Share (Rs.)

*Cash Generated from Operations

SCHEDULE – C

Project Experience Record

S.No.	Name of Work	Client	City	Consultancy Work Cost	Date of commencement	Actual date of Completion	Reference of Completion certificate given by Client.
1	2	3	4	5	6	7	8

Signature of Bidder

SCHEDULE – D

METHODOLOGY OF WORK

SCHEDULE – E

ACTIVITY SCHEDULE

SCHEDULE – F

EQUIPMENT

SCHEDULE – G

(See Clause 16 of Section IV, TOR)

BIO-DATA OF TECHNICAL PERSONNEL OF THE CONSULTANCY WORK

- a) S.No. :
- b) Name :
- c) Designation :
- d) Qualifications :
- e) Duration of employment with Consultant ;
- f) Years of professional experience :
- g) Experience on works of similar nature during employment with Consultant, and previous employment, if any.
- h) Position & Responsibility for the present work

Signature of Bidder

SCHEDULE – H

Record of Arbitration & Litigation

The Consultant shall record chronologically any disputes he has had with any of his previous Clients during the last 10 years, indicate whether arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

S no	Project Identification and Location	Name and Address of Client, tel& fax	Nature of Dispute					
			Description	Arbit'n Litigat'n	Period From- To	Amount Claimed (lakhRs).	Result	In favour of Client / Contractor

Name :
Signature:
Seal of Company

Date:
Designation:

SCHEDULE – I

History of criminal cases

S no	Name of Police Station	Town or Village and District	FIR No & Date	Details of the charges	Stage of the case/Result

Name : _____

Signature : _____

Date : _____

(Seal)

Designation : _____

SCHEDULE – J
FORM OF GENERAL POWER OF ATTORNEY

By this power of Attorney, I/We, S/o.
..... Aged about Years, R/O.
.....
Partners of having its registered office at
..... hereby appoint
..... Aged about Years S/o.
..... as our lawful attorney on behalf of the company, to
do and execute all or any of the following acts, deed and things, that is to say :

- 1) To apply for, obtain and renew all licenses, permits, etc. that are necessary for carrying on the said business.
- 2) To submit all statements, returns, etc. to proper authorities as required by any law or rule in force and to verify the same by production of documents and papers.
- 3) To appoint, employ, dismiss or discharge any agent, broker, office, clerk, peon, or any other person at such remuneration, commission, or salary, as the said attorney thinks fit.
- 4) To draw, accept, endorse, negotiate or pay any bill of exchange, hundi, promissory note, cheque, draft, railway receipt, bill of lading or other instrument which may be deemed necessary for carrying on the said business.
- 5) To open and operate bank accounts in any bank or banks in the name of the firm and/or to authorise any person or persons to operate the above bank account.
- 6) To borrow or raise loans from time to time, such sums of money, from any individuals, recognized financial institutions such as Banks, Andhra Pradesh State Financial Corporation, Industrial Development Corporation etc. and upon such terms as the said attorney may think fit upon the security of any of the properties of the firm Whether movable or immovable and for such purpose to execute such document or documents as may be necessary for securing the repayment of such loan or loans.
- 7) To negotiate, enter into any bargain, do all acts, things or execute any deeds or documents or other instruments or assurances as may be necessary for selling, mortgaging or purchasing any movable or immovable property, from any individual, recognized financial institutions such as Banks, Andhra Pradesh State Financial Corporation, Industrial Development Corporation etc. and upon such terms as the said attorney may thinks fit.
- 8) To institute contest, compound, submit to arbitration all suits proceedings, claims, demands etc. arising in course of or in relation to the aforesaid business.
- 9) To execute and sign in our name individually or collectively and on our behalf any document, letter or deed in respect of to carry on the

business effectively.

And I/We hereby agree to ratify and confirm all and whatsoever our said attorney shall lawfully do or cause to be done by virtue of this deed.

In witness whereof, I/We the said partners has hereto signed at...On this the

WITNESSES:

Name of Partner

Signatures

1.

1.

1.

2.

2.

3.

3.

2. Date :

SCHEDULE – K
GPA AFFIDAVIT

I/We_____certify that the information furnished under Schedule F, G, H, I, J, K, and L is true and agree that my / our Bid shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I / We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Bidding for the same work/s and had quoted unreasonable high Bid premium. In addition I/we shall be blacklisted and the work be taken over invoking clause no 60(a) of the General conditions of contract and conditions of particular application.

I/We_____agree to be disqualified for Bidding further works in the JDA if I/We_____withdraw my/our Bid without a valid reason (to be decided by the Authority competent to accept the Bid).

I/We_____certify that no criminal cases are pending against me/us partners at the time of submitting the Bid.

I/We_____accept that my / our Bid shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Bid.

I/We_____agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We_____will abide by the action taken by the JDA / Andhra Pradesh Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.

I/We_____certify that the following addenda issued by the JDA have been received by me/us and incorporated in my/our Bid.

dated

dated

dated

(Add if the addenda issued are more than 3)

1. Further I/We_____certify that no near relatives (as defined in It 3.3 (e)) are working in the JDA.
2. I / We_____also agree to undertake to keep accurate and system of accounts records and furnish the same (including that of sub-contractor) and agree to reimburse JDA any excess amount claimed by me / us over and above my / our entitlement .

Dated this day of20 ..

Signature in the capacity of..... duly
authorized to sign the Bid for and on behalf of
.....
(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :

SCHEDULE – L AFFIDAVIT

1. I/We _____ certify that the information furnished in schedules E, F, G, H, N, J and K is true and agree that my / our Tender shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I / We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Tendering for the same work/s and had quoted unreasonable high Tender premium. In addition I/we shall be blacklisted and the work be taken over invoking clause no 60(a) of the General conditions of contract and conditions of particular application.
2. I/We _____ agree to be disqualified for Tendering further works in the JDA if I/We _____ withdraw my/our Tender without a valid reason (to be decided by the Authority competent to accept the Tender).
3. I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the Tender.
4. I/We _____ accept that my / our Tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Tender.
5. I/We _____ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We _____ will abide by the action taken by the JDA / Andhra Pradesh Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.
7. I/We _____ certify that the following addenda issued by the JDA have been received by me/us and incorporated in my/our Tender.
 - i. _____ dated _____
 - ii . dated _____
 - iii . dated _____

(Add if the addenda issued are more than 3)
8. Further I/We _____ certify that no near relatives (as defined in It 3.3 (e)) are working in the JDA.

9. I / We _____ also agree to undertake to keep accurate and system of accounts, records and furnish the same (including that of sub-contractor) and agree to reimburse JDA any excess amount claimed by me / us over and above my / our entitlement as per Clause – 6 of the General Conditions of contract.

Dated this day of20 ..

Signature in the capacity of..... duly authorized to sign the

Tender for and on behalf of

.....

(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :

SCHEDULE – M

Annexure 1

UNDERTAKING FOR NOT BLACKLISTED

(To be submitted by bidder On a Non Judicial Stamp of Rs 10/- and duly attested by Notary Public)

We.....(Name of Firm) do hereby undertake that:

1. We have not been Blacklisted or Deregistered by any Central/ State Government / Public Sector Undertaking or, Autonomous Bodies etc.
2. None of our work has rescinded by the client after award of contract during last 10 years.
3. We have not left any work incomplete assigned by any Central/ State Government or Public Sector Undertaking, Autonomous Bodies etc. in the last three years.

Stamp and Signature of Authorized Signatory

SCHEDULE – N

AFFIDAVIT

I/We.....Proprietor/Partner/Authorized signatory of M/s under take the oath that the information furnished by me/us in schedule I to VII of the assessment Bid for
.....is correct to the best of my/our knowledge. If any information is found to be incorrect JDA has right to reject the Bid and to take action against me/us as per rules.

.....

Proprietor/ Partner/ Authorized signatory

M/s

.....

SECTION- IX

ADDENDA

Issued by Executive Engineer HQ, JDA (if any)

(Contractor shall enter the particulars of addenda issued by the JDA and enclose the addenda to the Bid in sealed cover at the time of submitting the Bid.

S.No.

Date of Issue

SECTION- X
RTPP Act Annexure's

Annexure – A

(Refer clause 4 of Section II, Instruction to Bidders)
Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process
- (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest.-The Bidder participating in a bidding process must not have a Conflict of Interest.

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

- (i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:
 - (a) Have controlling partners/shareholders in common; or
 - (b) Receive or have received any direct or indirect subsidy from any of them; or
 - (c) Have the same legal representative for purposes of the bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
 - (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same sub bidder, not otherwise participating as a bidder, in more than one bid; or
 - (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
 - (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Signature of Bidder.

Annexure – B

(Refer clause 4 of Section II, Instruction to Bidders)

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement of
.....in response to their Notice inviting Bids No.....Dated.....

I/wehereby declare under Section 7 of Rajasthan Transparency in Public
Procurement Act, 2012 that :

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

Date :

Signature of bidder

Place :

Name:-

Designation

Address:-

(Refer clause 4 of Section II, Instruction to Bidders)

Grievance Redress during Procurement Process.

The designation and address of the First Appellate Authority is **JDC, JDA, Jaipur.**

The designation and address of the Second Appellate Authority is **Executive Committee of JDA, Jaipur.**

(1) Filing an appeal:-

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

- (2)** The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3)** If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeals not to lie in certain cases:-

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

- (a) Determination of need of procurement
- (b) Provisions limiting participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of confidentiality

(5) Form of Appeals:-

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

- (a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing
- (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

Signature of Bidder.

FORM No. 1

[see rule 83]

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

Appeal No..... of
Before the.....(First/Second Appellate authority)

- 1- Particulars of appellant :
(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:
- 2- Name and address of the respondent(s):
(i)

(ii)

(iii)(iii)
- 3- Number and date of the order appealed against and name and designation of the

Office/authority who passed the order

(enclose copy), or a statement of a decision,

action or omission of the procuring Entity

in contravention to the provisions of the Act

by which the appellant is aggrieved:
- 4- If the Appellant propose to be represented by a representative the name and postal address

of the representative:
- 5- Number of affidavits and documents enclosed with the appeal:

Grounds of appeal :

(Supported by an affidavit)
- 6- Prayer :
Place :.....

Date :

Appellant's Signature

(Refer clause 4 of Section II, Instruction to Bidders)

Additional Conditions of Contract

1. Correction of arithmetical errors

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

- (i) If there is any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary quantities.

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder

shall not be entitled to any claim or compensation except otherwise provide in the conditions of contract.

- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of services the original contract and shall be within one month from the date of expiry of last supply. If the supplier/consultant fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier/consultant.

3. Dividing quantities among more than one bidder at the time of award (In case of procurement of Goods):-

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of Bidder

Abbreviations -

INR : Indian Rupee

RISL : Raj comp Info Services Ltd.

JDA : Jaipur Development Authority, Jaipur

MB : Main Building of JDA

CCC : Citizen Care Centre, JDA

QCBS : Quality & Cost Based Selection

SD : Security Deposit

BG : Bank Guarantee

DSC : Digital Signature Certificate

RTPP: Rajasthan Transparency in Public Procurement

UBN : Unique Bid Number

MNIT : Malaviya National Institute of Technology, Jaipur

IIT : Indian Institute of Technology

BOQ : Bill of Quantities

BSR : Basic Schedule of rates

GPA : General Power of Attorney

Item Rate BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work:- Architectural and Engineering Consultancy for Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences in Central Park Jaipur.

Contract No: EE (HQ)/10/2021-22

Name of the Bidder/ Bidding Firm/ Company :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Particulars	Quantity	Estimated Project Cost Rs. P	Consultancy rate to be quoted (Percentage of the project cost)	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Architectural and Engineering Consultancy for Gandhi Darshan Museum and Mahatma Gandhi Institute of Governance and Social Sciences in Central Park Jaipur. The quote would include preparation and installation of 3D architectural physical model showing all details of the structure/structures & landscaping etc. The size of model shall be 5 feet X 5 feet or suitable size rested on a sturdy steel frame. The model shall be enclosed by 3-5 mm thick acrylic sheet.	1.00	1000000000.00		0.00	INR Zero Only
	Note : 1. The bidder should quote percentage rates inclusive of all taxes. 2. The rates quoted should also be inclusive of requisite number of site visits. 3. The offer includes proof checking charges to be paid by consultant to MNIT/IIT No additional payment will be made by JDA on this account.					
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				