जयपुर विकास प्राधिकरण, जयपुर

कमरानं. 134, प्रथम तल, मुख्य भवन, रामिकशोर व्यास भवन, इन्दिरा सर्किल जवाहर लाल नेहरू मार्ग, जयपुर-302004

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क्रमांक : जिवप्रा / अधि.अभि.—10 / 2023—24 / डी—403 दिनांक : 21.08.2023

निविदासूचना

निविदा सूचनाः जविप्रा/अधि.अभि.10/27/2023-24

जयपुर विकास प्राधिकरण द्वारा "जविप्रा जोन—10 क्षेत्र में हैरिटेज सिटी गेट, अन्य कार्यो
की डिजाइन, ड्राईग और अनुमान के लिए परामर्श कार्य "जिसकी अनुमानित लागत राशि रू.
12.00 लाख के लिए ऑनलाईन बिड्स दिनांक 31.08.2023 को सायं 6:00 बजे तक आमन्त्रित
की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की
अन्तिम तिथि. 31.08.2023 को सायं 6.00 .बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत
विवरण www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and
www.jda.urban.rajasthan.gov.in पर देखा जा सकता है।
(UBN No)
निविदा में भाग लेने वालो को निम्न शर्तो की पूर्ति करनी होगी।

- 1. निविदादाता जयपुर विकास प्राधिकरण की वेबसाईटwww.jda.urban.rajasthan.gov.inपर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शुल्क, अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करनी होगी।
- 2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदादाताओं का राजस्थान सरकार के ई—प्रोक्यूरमेंट पोर्टलwww.eproc.rajasthan.gov.in पर पंजिकृत हो।

अधिशाषी अभियंता—10 जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. MB-134, Ist floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004

Telephone: +91-141-2569696 e.mail: puja_soni22@yahoo.co.in

No.: JDA/EE-10/2023-24/D- 403 Dated:- 21-08-2023

NOTICE INVITING BID

NIB No.: JDA/EE-10/27/2023-24

UBN No.:

Online Bids are invited up-to 6.00PM of 31.08.2023 for "Consultancy work for Design, Drawing & Estimation of Heritage city Gate & others work zone 10,JDA,Jaipur". The last date for Applying Bid and making online payment on JDA portal is up-to 6.00 PM of 31.08.2023 The estimated cost of NIB is Rs. 12.00 Lacs. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in /jda

To participate in the bid, bidder must:

- A. Participate in Tender & Deposit Payment on 'Online Tender Participation' Portal of JDA at https://jda.urban.rajasthan.gov.in/jda or by Single-Sign-On at http://service.jaipurjda.org.
- B. Submit e-Bid on 'e-Procurement Portal' of GOR at www.eproc.rajasthan.gov.in

Executive Engineer-10, JDA, Jaipur.

OFFICE OF THE JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

	NIB NoJDA/EE-10/27/2023-24	
Name & Address of the Procuring Entity	 Name: Executive Engineer-10, Jaipur Development Authority Address: Room No134, Ist floor, main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur 302004 (Rajasthan) Email: Puja_soni22@yahoo.co.in 	
Name of work	Consultancy work for Design, Drawing & Estimation of Heritage city Gate & others work zone 10,JDA,Jaipur.	
Bid Procedure	➤ Single Bid ➤ eBid procedure at http://eproc.rajasthan.gov.in]	
Bid Evaluation Criteria (Selection Method)	➤H1 (eg. Quality & Cost based Selection (QCBS)-H1)	
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in,www.eproc.rajasthan.gov.i n, www.jda.urban.rajasthan.gov.in	
Estimated Procurement Cost	➤INR 12.00 Lacs (twelve Lacs only)	
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 500/-(Rupees Five hundred only) RISL Processing Fee: Rs 500/- (Rupees Five Hundred only) Requisite Bid Security Deposit. The Bidders are required to submit Bid security, cost of Bidding documents, and Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between the End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of the requisite fee, the bid of the concerned bidder will be considered as non-responsive and shall be liable for rejection 	
Bid Security Deposit (in favor of Secretary, JDA, Jaipur)	Amount (INR): 2% (Rs. 24,000.00/-) of Estimated Procurement Cost. And .5% Rs. 6,000.00 (For Consultant Enlisted in JDA, Jaipur.	
Eligible bidder Start/ End Date for Bid	➤ Eligibility: The bidder should be registered in Council of Architecture/ "C-2" class in JDA OR C-1 class in Any central Government Department/State Government Department/Local body/Railways or Firm registered in Company act. ➤ Start Date: 22.08.2023 from 9.30 AM onwards	
Applying Bid and making Online Payment on JDA portal*	 End date: 31.08.2023 up to 6.00 PM In case EMD in form BG Original Bank Guarantee is to be submitted in Room No 215 N Extension building, JDA, JLN marg, Jaipur Jaipur Development Authority, JLN Marg, Jaipurfrom 01.09.2023, 9.30 AM to 05.09.2023 up to 3.30 PM(within three working days from the last date of submission of bid.) 	

Bid Submission on e- Procurement Portal of GOR**	➤ Start date: 22.08.2023 from 9.30 AM ➤End date: 31.08.2023 upto 6.00 PM
Date/Time/Palace of pre- Bid	> NA
Date/ Time/ Place of Technical Bid Opening	> NA
Date/ Time/ Place of Financial Bid Opening	> 06.09.2023 at 11.00 AM
Bid Validity	➤ 120 days from the bid submission deadline
Time Period	▶12 Months
A&F/Job No.	▶Job No.:116/2023-24

Procedure for bidding:

1. Single part bid system:

Single part (Two-envelope) (2 docket) system would be adopted, Docket-1 being for Documents and Docket-2 being for Financial Bid.

Docket-1:- is for proof of deposition of Bid Security, cost of bidding document and bid processing fee along with copy of GST registration, signed Annexure "B" and copy of enlistment as contractor/ bidder in required category.

Docket-2:- is for financial bid.The financial bid will be opened only for bidders whose proper Bid Security, copy of GST registration, proof for deposition of bidding document fee, RISL processing fee, copy of enlistment of contractor in the required category and signed Annexure "B" are found to be in order. Bid Security will be accepted only in the form of online deposition or in the form of Bank Guarantee.

2. Two part bid system:

Two part (Two-envelope) (2 docket) system would be adopted, Docket-1 being for Technical Bid and Docket-2 being for Financial Bid.

Docket-1:- There will be three separate folders- Folder-1 is for proof of deposition of Bid Security, cost of bidding document and bid processing fee alongwith copy of GST registration, signed Annexure "B" and copy of enlistment as contractor/ bidder in required category. Folder-II is for bid document and folder-III is for technical bid.

Docket-2:- There will two separate folders-1 is for financial bid and 2 is for bill of quantities.

The technical bid will be opened only for bidders whose proper Bid Security, copy of GST registration, proof for deposition of bidding document fee, RISL processing fee, copy of enlistment of contractor in the required category and signed Annexure "B" are found to be in order. Bid Security will be accepted only in the form of online deposition or in the form of Bank Guarantee.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR SHEDULE AND SPECIFICATIONS

1. **Name of work:-** Consultancy work for Design, Drawing & Estimation of Heritage city Gate & others work zone 10,JDA,Jaipur.

NIB No. :- E.E.-10/27/2023-24
 Estimated Cost :- Rs. 12.00 Lacs

4. Cost of the tender documents :- Rs 500/-

5. Earnest Money :- Rs. @ ½% Rs. 6,000.00

(For consultant Enlisted in JDA, Jaipur) :- Rs. @ 2 % Rs. 24,000.00 (For consultant enlisted in c1 class category in any Govt.

Department)

6. Sale of tender documents : - 22.08.2023 to 31.08.2023 (upto 6.00 P.M.)

7. Date & Time of opening tenders :- 06.09.2023 at 11.00 A.M.

8. Completion period of work :- 12 Months.

SCHEDULE 'A': INFORMATION USEFUL FOR THE Consultant:

The tenderer should see the site and fully understand the condition of the site before tendering. The work shall be carried out in accordance with the Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer-In charge of the work.

Clause A: The bid will be opened only of those bidders:-

Eligibility: The bidder should be registered in Council of Architecture/ "C-2" class in JDA OR C-1 class in Any central Government Department/State Government Department/Local body/Railways or Firm registered in Company act.

Deposit proper bid security, processing fee, tender fee, GST registration, clearance certificate and copy of registration of <u>Consultant</u> in required category are found to be in order. The Bid security, tender fee will be accepted through online payment only.

Note: - Bidder should read Carefully

Experience certificate as per clause A of SCHEDULE 'A': INFORMATION USEFUL FOR THE Consultant must be uploaded in cover-1 along with GST Certificate, Registration Certificate, Tender Fee, RISL Fees etc. Failure to upload the requisite documents in envelope-1 shall lead to rejection of bid.

SCHEDULE 'B': LIST OF THE DRAWING TO BE SUPPLIED BY THE DEPARTMENT:

The drawings may also be seen in the office of undersigned.

SCHEDULE 'C': LIST OF THE DRAWING AND DOCUMENTS TO BE SUPPLIED BY THE Consultant:

1.All relevant structural and working drawings (weighted from MNIT Jaipur).

SCHEDULE'D': TIME OF COMPLETION:

Work would be execute within 12 months period

<u>SCHEDULE 'E' : GENERAL CONDITIONS OF CONTRACT (Attached separately)</u>

SCHEDULE F: SPECIAL TERMS AND CONDITIONS (Attached separately)

SCHEDULE G: TERMS OF REFERENCE - Scope of work and Specifications of Work (Attached separately)

SCHEDULE H :- (Attached separately)

- Annexure-2A. Bank guarantee will be in specified Performa enclosed with this bidding document for Bid Security.
- Annexure-2B. Bank guarantee will be in specified Performa enclosed with this bidding document for Performance Security.
- Annexure-A. Compliance with the code of integrity and no conflict of interest (RTPP Act/Rules).
- Annexure-B. Declaration by the bidder regarding qualifications (RTPP Act/Rules).
- Annexure-C. Grievance Redressal during the procurement process (RTPP Act/Rules).
- Annexure-D. Additional Conditions of Contract (RTPP Act/Rules).
- Annexure-E. Process for Tender Participation & Depositing Payment on 'Online Tender Participation' Portal of JDA & Bid Submission on 'e-Procurement Portal' of Government of Rajasthan.

Signature of Consultant with full address & Mobile No.

Executive Engineer -10 JDA, Jaipur

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-VI" means the Commissioner / Additional Chief Engineer-VI, 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 two (2) 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 insofar 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 RTPP 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 correctness of his work.

The services comprises of architectural, structural, electrical, plumbing, lighting, security & telecommunication, signage and firefighting arrangements, landscaping, pedestrian movement, parking 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.

3.8Confidentiality

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' 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-F. 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 fifteen (15) days written notice of fore closure (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 necessarysteps 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 andservices 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.

SPECIAL TERMS AND CONDITIONS

Terms & Conditions of the Tender

- 1- Joint Venture is not allowed. Only firms, that are having their own set up in all respects are allowed to bid.
- 2- Firm should not be black listed in last three years by any Government Department.
- 3- Payment of work shall be paid in the following manner according to approved rate for this work

S. NO	Stage of Payment	Time limit	Percentage (%)
1	On submission of Final Technical estimate with drawing/design complete for Heritage Gate and choupad & others.	15 days (from issue of work order)	30
2	On submission ofFinal DPR of Nallaha including Final Technical estimate with drawing/design complete	60days (from issue of work order)	30
3	For supervision all work. (gate, choupad and Nallaha) i. On completion up to plinth work ii. On completion of structural work iii. On completion of whole work iv. After three months completion of project NOTE:- In the supervision,10% of each stage will have equal share of gate, choupad and Nallaha.	As directed by engineer in-charge	10 10 10 10
		Total	100

- 4- Consultant has to provide all necessary drawings and designs required for approval & Execution on the JDA approved BSR (Proof checked by MNIT)
- 5- All designs and drawings should be detailed to required degree for smooth execution of work as required by the Engineering Staff of JDA.
- 6- Consultant has to provide modified / changed design & drawing free of cost if required by Engineer-in-charge as per site condition.
- 7- In case department feels that the performance of consultant is slow/not as per desired standard. JDA shall have full rights to award the work to any of the consultant fulfilling the requirement.
- 8- Consultant has to deploy adequate resources to complete the work within time as mentioned in the work order. The decision of time frame shall be at the sole discretion of JDA & Consultant has to abide by it.

9- Work order shall be issued separately for each work / Project to the successful bidder.

10- Penalty Clause:

- a- In case of delay in deliverables: For the delays in delivery of document, LD equal to 0.5% per week of eligible payment of delayed component will be imposed.
- b- In case of faulty DPR (without change in scope or ground situation), consultant will modify the DPR at no extra costs to the JDA within specified time frame.
- c- In case of variations, for more than 25% in each item or/and for more than 5% of contract amount (without change in scope or ground situation), penalty will be imposed for total variation (including permissible limits). Penalty will be imposed @ 3% of total variation of each item or @ 2% of entire contract amount whichever is more.
- d- Total penalties/liquidated damages under the contract shall not be more than 10% of final contract value.
- 11- JDA will be free to allot the parallel work to any of the willing tenderers on the above-approved rates as and when considered necessary.
- 12- Above quoted rates are inclusive of all taxes levied by state / central govt.
- 13- Rates quoted by bidder shall be fix/firm no price escalation is payable.

Forfeiture of Performance Security -

- 1- In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 5 days' time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defects rectified at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee action under enlistment rules and clauses of agreement etc. shall also be taken against the contracting agency by the competent authority.
- 2- Force Majeure the defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contracting agency.

Signature of Consultant with full address & Mobile No.

Executive Engineer -10 JDA, Jaipur

TERMS OF REFERENCE

Scope of work and Specifications of Work

1. OBJECTIVES & DESCRIPTION OF ASSIGNMENT

The main objectives of the service shall be to prepare DPR for Nallaha, Engineering and architectural consultancy for one Heritage city Gate and choupad.

2. Scope of work.

Preparation of conceptual drawings, detailed drawings, & BOQ for one Heritage city Gate ,choupad & DPR for Nallaha.

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 Drawings / Preparation of BOQ.

- 1. Detailed Topographic Survey of proposed site
- 2. Detailed Geo-Technical investigations.
- 3. Structural designing by qualified structural Engineer of one Heritage city Gate and choupad.
- 4. Engineering designs and Drawings for complete structures, Heritage city Gate and choupad.
- 5. Detailed Bill of Quantities and Cost Estimation of one Heritage city Gate, choupad.
- 6. Site visits during construction period and modification in drawing and design and proof checking (No extra cost to be paid for poof checking of modified design and drawings) of same if required as per site condition.

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. All drawings should be proof check by MNIT no extra cost to be paid for proof checking.

4 DETAILED SCOPE OF SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT (DPR) For nallaha

4.1 Conceptual plans & feasibility report.

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

The consultant shall prepare various possible options for the solution to be considered for finalizing the best feasible solution.

The feasibility report shall necessarily cover the following:

- 1. Details of the surveys / studies undertaken by the consultant, data collected & the interpretations, design principles & technology adopted in the proposed structure.
- 2. Conformity with the standards and prevalent codes.
- 3. Technical feasibility of the solution& its limitation
- 4. Cost involved in various possible options
- 5. Drawings, and plans, simulation study etc
- 6. Recommendations

4.2 Detailed scope of services for preparation of Detailed Project Report of Nallaha is

- Detailed Topographic Survey
- Preparation of Detailed plans
- Detailed Geo-Technical investigations.
- Preliminary design and cost estimation.
- Engineering designs and Drawings for complete structures & beautification plan etc.
- Consultant has to get proof checking of structural drawings from MNIT or IIT at his own cost. No additional payment will be made by JDA on this account.
- Detailed Bill of Quantities and Cost Estimation.
- Construction Methods,
- Site visits during construction period and modification in drawing and design and proof checking (No extra cost to be paid for poof checking of modified design and drawings) of same if required as per site condition.

4.2.1 Deliverables

The consultant shall submit the details of

- Measurement of spaces, verification of Data & Site condition
- Layout & overall plan
- Geo technical Investigations at site.
- Planning as per prevailing codes of practice of JDA/IRC/NBC/MORTH.
- structural designs (RCC framed Structure) with steel minimum grade 500D and cement minimum grade OPC 43-grade with proof checking of structural design from MNIT/IIT's.
- Bill of quantities with specifications.
- 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.

Signature of Consultant

Executive Engineer -10 JDA, Jaipur

SCHEDULE H

- 01. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
- 02. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
- 03. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful; for the JDA to recover such sum from him in; the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid bay the JDA to the contractor.
- 04. Tax exemption/ Tax liabilities if any shall be applicable as per prevailing government rule and bidder has to consider this while quoting the rates.
- 05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
- 06. Whenever any claim against the contractor for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
- 07. The rate quoted by the contractor shall remain valid for a period of 120 days from the date of opening of the tenders.
- 08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
- 09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
- 10. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
- 11. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has to be put to retendering, he shall stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
- 12. Rules regarding enlistment of contractors provide that work ;upto five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
- 13. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-Incharge in writing. Failing which, such material shall be removed by the Engineer-Incharge at risk and the contractor after expiry of 3 days period.
- 14. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
- 15. The rates provided in tender documents are inclusive of all Taxes royalty.
- 16. Undersigned has full right to reject any or all tenders without given any reasons.

- 17. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
- 18. The tenderer are required to submit copy of their enlistment as contractor.
- 19. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
- 20. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
- 21. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions 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 shall be applicable.

Signature of consultant with full address & Mobile No.

Executive Engineer -10 JDA, Jaipur

Specified Bank Guarantee Performa for Bid Security Section - 6

Form of (Bank Guarantee) -En cashable at the branch of the bank in Jaipur City.

To Secre Jaipu Jaipu	ar Development Authority,
Sub:	
word	Guarantee No dated for [amount of Security in figures] [in s] on behalf of [Name of the Bidder] against Bid rity Deposit for the work of "Consultancy work for Design, Drawing & Estimation
	Heritage city Gate & others work zone 10,JDA,Jaipur." WHEREAS, [name of Bidder with address] (hereinafter called "the
	er") has submitted his Bid dated for the work of "Consultancy
	for Design, Drawing & Estimation of Heritage city Gate & others work zone
	DA,Jaipur" (here in after called " the Bid ").
	W ALL PEOPLE by these presents that we (Name of Bank) of having our registered office at [name of country] having our registered office at (hereinofter colled "the Bank") are bound unto Scoretow. Joinum
	(hereinafter called "the Bank") are bound unto Secretary, Jaipur
	lopment Authority. (Hereinafter called "the Employer") in the sum of Rupees [Amount of Security in figures] (in words) only for
	payment will and truly to be made to the said Employer, the Bank binds itself, its
	essors, and assigns by these presents.
	on demand of JDA , this Bank Guarantee is cashable at the following branch in Jaipur
City.	
1. Na	me of Bank:
2. Na	me of the branch with branch code:
3. Ad	dress:
4. E-	Mail Id:
5. Te	lephone No.
6. Fa	x No.:
SEAL	ED 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, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **IFSC 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 writing for its release.

ateSignature of the Bank	
Witness	Seal
[Signature, Name, and Address]	

[Note: To be furnished on appropriate non-judicial stamps & should be valid for the next 7 months from the bid opening date]

Specified Bank Guarantee Performa for Performance Security

Section - 6

Form of (Bank Guarantee) -En cashable at the branch of the bank in Jaipur City.

To
Secretary,
Jaipur Development Authority,
Jaipur
Sub:
Bank Guarantee No dated for [amount of Security in figures] [ir words] on behalf of [Name of the Bidder] agains
Performance Security Deposit for the work "Consultancy work for Design, Drawing & Estimation of Heritage city Gate & others work zone 10, JDA, Jaipur." WHEREAS [name of Bidder with address] (hereinafter called "the
Bidder") has submitted his Bid dated for the work of "Consultancy
work for Design, Drawing & Estimation of Heritage city Gate & others work zone
10,JDA,Jaipur." (herein after called "the Bid").
KNOW ALL PEOPLE by these presents that we
(Name of Bank) of having our registered office a
[name of country] having our registered office a
(hereinafter called "the Bank") are bound unto Secretary, Jaipus 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.
That on demand of JDA, this Bank Guarantee is cashable at the following branch in Jaipur City.
1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:
SEALED with the Common Seal of the said Bank this day of of 20

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand within valid period of this guarantee.

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, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited to the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **IFSC 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 writing for its release.

Date	Signature of the Bank		
Witness	Seal		
[Signature, Name and Address]			
[Note: To be furnished on app	ropriate non-judicial stamps.]		

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 the procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid-rigging or anti-competitive behavior 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 an 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.

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 subcontractor, not otherwise participating as a bidder, in more than one bid; or
- (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, 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.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

	In relation to my/our Bid submitted to Executive Engineer-10 for procurement of
u	in relation to my/our bid submitted to executive Engineer-10 for procurement c
 Date	in response to their Notice inviting Bids No. JDA/ EE-10/27/2023-24 dhereby declare under Section 7 of Rajasthan sparency in Public Procurement Act, 2012 that:
1.	I/we possess the necessary professional, technical, financial and manageria resources and competence required by the Bidding Document issued by the Procuring Entity;
2.	I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document
3.	I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our busines activities suspended and not the subject of legal proceedings for any of the foregoin reasons;
4.	I/we do not have, and our directors and officers not have, been convicted of an criminal offense related to my/our professional conduct or the making of fals statements or misrepresentations as to my/our qualifications to enter into 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 Biddin Document, which materially affects fair competition;
Date	: Signature of the bidder
Plac	e: Name:
	Designation:

Note:- Annexure "B" is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking any clarification.

Address:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority:

Jaipur Development Commissioner, JDA, Jaipur

The designation and address of the Second Appellate Authority: **Executive Committee, 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 the 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 the need of procurement
- (b) Provisions limiting the 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 the first appellate authority or second

The appellate authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing Appeal: -

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

(7) Procedure for disposal of Appeal: -

- (a) The first appellate authority or second appellate authority as the case may be, upon the filing of the appeal, shall issue notice accompanied by a copy of the appeal, affidavit and documents, if any, to the respondents and fix a date of hearing
- (b) On the date fixed for hearing, the first appellate authority of the second appellate authority, as the case may be shall-
- (i) Hear all the parties appeal presenting 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 a copy of the 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.

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 the evaluation of financial Bids on the following basis:

- (i) if there is a 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 the 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 fifty 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 the 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 provided in the conditions of the 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 the original contract and shall be within one month from the date of expiry of the last supply. If the supplier 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.

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 is 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.

Process for Tender Participation & Depositing Payment on 'Online Tender Participation' Portal of JDA & Bid Submission on 'e-Procurement Portal' of Government of Rajasthan:-

A*Process for Tender Participation & Depositing Payment on 'Online Tender Participation' Portal of JDA

1-Participate in tender

- a) Bidder can access 'Online Tender Participation' Portal of JDA at https://jda.urban.rajasthan.gov.in/jda Single-Sign-On or by at. http://service.jaipurjda.org.
- b) Create user Login with a valid mobile number to register yourself for various Online Services of JDA.
- c) Select 'Proceed as Citizen' and then 'Proceed for Subscription' for 'Tender Online Payment'. The prevailing plan for getting registered for tendering process of JDA is Rs. 500.00 with the validity period of 3 Years (renewable).
- d) After successful payment, re-login and upload required documents for KYC (Know Your Client) compliance as per the type of entity viz. Individuals/ Company/ Partnership Firms/ Trusts & foundations. Besides, Bank Passbook / Cancelled Cheque consisting of Bank Account, IFSC Code is mandatory to be uploaded, to refund the bid security of unsuccessful bidder.
- e) After receiving the payment successfully and approving KYC documents the bidder will be authenticated by JDA for taking part in Tender.

2-Deposit Tender Fee, RISL processing fee and Bid Security (EMD)

- **Option-1:** Payment Gateway (Aggregator)
 The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.
- **Option-2:** Electronic Fund Transfer (EFT: NEFT/RTGS)

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

3- Deposit Bid Security (EMD)

The Bid Security (EMD) can be submitted through Bank Guarantee (BG). Bidder may opt Bank Guarantee (BG) against Bid Security (EMD), for which bidder requires to prepare BG before applying in the tender. The detail of BG requires to be fed on 'Online Tender Participation' Portal of JDA before paying balance amount (Tender Fee + RISL Processing Fee). This balance amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.

4-Obtain Bid Participation Receipt

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

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

B-**Bid Submission on 'e-Procurement Portal' of Government of Rajasthan

- 1- Online e-Bid can be submitted after registration at e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in
- 2- It is mandatory to upload Bid Participation Receipt with the bid submission.
- 3- Details of online payment available on Tender Participation Portal of JDA have to be filled in 'offline payment' section of e-Procurement portal.

Note

- 1- Bidder (authorised signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal.
- 2- In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
- 3- To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e., TCS, Safecrypt, nCode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
- 4- JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5- Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
- 6- Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot.

Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in

Address: e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

- 7- The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9- Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10-The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Jaipur Development Authority, Jaipur.			
Bid Participation Receipt			
	Date & Time:-		
Bid Detail			
Bid ID:	Procurement Entity:-		
Bid Title:			
Bid Value:	Bid Opening Place:		
Bidder Detail			
Name of Entity:	Mobile No.:		
Registration Type:	Instrument Amount:		
Payment Mode:	Payment Channel:		
Instrument No.:	Instrument Date:		
·	•		

Dates Detail			
Sr. No.	Event Name	Event Date	
1	Publishing Date		
2	Bid Opening Date		

Specific Instrument for eProc Rajasthan			
Instrument Type			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail: Jaipur	Development Authority	Challan Number:	

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jda.urban.rajasthan.gov.in.

Item Rate BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Consultancy work for Design, Drawing & Estimation of Heritage city Gate & others work zone 10, JDA, Jaipur

Contract No: EE-10/27/2023-24

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)						
S1. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT All Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Consultancy work for Design, Drawing & Estimation of Heritage city Gate, Choupad & DPR for Nallaha	1.00	Lumsum		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				