



**JAIPUR DEVELOPMENT AUTHORITY**

**JAIPUR**

**BID DOCUMENT**

**for**

**Engineering and architectural consultancy**

**for Holistic development for Govind dev ji**

**temple, Jaipur**

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**SECTION -I**

**जयपुर विकास प्राधिकरण, जयपुर**

कमरा नं. 102, प्रथम तल, नागरिक सेवा केन्द्र, रामकिशोर व्यास भवन, इन्दिरा सर्किल जवाहर लाल नेहरू मार्ग, जयपुर-302004

दूरभाष : + 91-141-2569696, ई-मेल : nishant.str.mnit@gmail.com

क्रमांक / जविप्रा / अधि.अभि.-2ए / 2023 / डी-

दिनांक: \_\_/\_\_/\_\_

**निविदा सूचना**

**बिड सूचना: जविप्रा / अधि.अभि.-2ए / 08 / 2023-24**

जयपुर विकास प्राधिकरण द्वारा जोन 2ए क्षेत्र में "गोविन्द देवजी मन्दिर क्षेत्र जयपुर के सम्पूर्ण विकास हेतु तकनीकी एवं आर्किटेक्चरल कन्सलटैन्सी का कार्य" जिसकी अनुमानित लागत राशि रु. 100.00 लाख के लिए ऑनलाईन बिड्स दिनांक 22.06.2023 को सायं 6:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि. 22.06.2023 को सायं 6:00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) पर देखा जा सकता है।

(UBN No.....)

निविदा में भाग लेने वालों को निम्न शर्तों की पूर्ति करनी होगी।

1. निविदादाता जयपुर विकास प्राधिकरण की वेबसाइट [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) पर 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 पोर्टल [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर पंजीकृत हो।

अधिशायी अभियन्ता-2ए  
जविप्रा, जयपुर।

# JAIPUR DEVELOPMENT AUTHORITY

Room No. N-133 First Floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004  
Telephone: +91-141-2569696 e.mail nishant.str.mnit@gmail.com

No:- JDA/EE-2A/2023/D-

Dated:

## NOTICE INVITING BID NIB No. : EE-2A/08/2023-24

Online Bids are invited up-to 06:00 PM of 22.06.2023 for "**Engineering and architectural consultancy for Holistic development for Govind dev ji temple, Jaipur**". The last date for Applying Bid and making online payment on JDA portal is up-to 06:00 PM of 22.06.2023. The estimated cost of NIB is Rs. 100.00 Lacs. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in/jda](http://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](http://www.eproc.rajasthan.gov.in)

**Executive Engineer-2A,  
JDA, Jaipur**

**OFFICE OF THE JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

<b>NIB No.- EE-2A/08/2023-24</b>	
<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>➤ Name: Executive Engineer-2A</li> <li>➤ Address: Room No. N-133 First Floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004</li> <li>➤ Email: nishant.str.mnit@gmail.com</li> </ul>
<b>Name of work</b>	Engineering and architectural consultancy for Holistic development for Govind dev ji temple, Jaipur
<b>Bid Procedure</b>	➤ Single Stage [Like Single-stage Two part open competitive eBid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> ]
<b>Bid Evaluation Criteria (Selection Method)</b>	➤ H-1 [Quality and Cost Based Selection (QCBS)]
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.</b>	➤ Websites: <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> , <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> , <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a>
<b>Estimated Procurement Cost</b>	➤ INR 100.00 Lacs (One Hundred lacs)
<b>Website for online Bid application and payment *</b>	<ul style="list-style-type: none"> <li>➤ Website: <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a></li> <li>➤ 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. <ul style="list-style-type: none"> <li>○ Bidding document fee: Rs. 1000/-</li> <li>○ RISL Processing Fee: Rs. 1500/-</li> <li>○ Requisite Bid Security Deposit.</li> <li>○ The Bidders are required to submit Bid security, cost of Bidding documents, and Bid processing fees through online payment after registering with JDA on <a href="http://www.jaipurjda.org/e-services/e-tender">www.jaipurjda.org/e-services/e-tender</a> portal. There should be a gap of 3 working days between the End date for Bid Applying, Online Payment &amp; 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</li> </ul> </li> </ul>
<b>Bid Security Deposit (in favor of Secretary, JDA, Jaipur)</b>	<p>Amount (INR) : 2% (Rs. 2,00,000.00 /-) of Estimated Procurement Cost for the bidder registered with council of architecture and 0.5% (Rs. 50,000.00/-) for bidder registered with council of architecture as well as in class C-I of consultancy category in JDA, Jaipur.</p> <p>NOTE:- For registration with council of architecture:-</p> <p>The bidder</p> <ul style="list-style-type: none"> <li>(i) If owner, in case of single ownership firm/ or proprietary firm</li> <li>(ii) Any director, in case of partnership firm</li> </ul> <p>should either be registered with council of architecture India or similar organization/ institution in their respective country.</p> <ul style="list-style-type: none"> <li>➤ In case of Departments of the State Government and undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.</li> </ul>

<b>Start/ End Date for Bid Applying Bid and making Online Payment on JDA portal*</b>	<ul style="list-style-type: none"> <li>➤ Start Date: 03.06.2023 at 09:30 AM onwards</li> <li>➤ End Date: 22.06.2023 at 06:00 PM</li> <li>➤ In case EMD in form BG Original Bank Guarantee is to be submitted in Room No 215N Extension building, Jaipur Development Authority, JLN Marg, Jaipur by 03.06.2023 from 9.30 AM to 27.06.2023 up to 3.30 PM (within three working days from the last date of submission of bid.)</li> </ul>
<b>Bid Submission on e-Procurement Portal of GOR**</b>	<ul style="list-style-type: none"> <li>➤ Start Date: 03.06.2023 at 09:30 AM onwards</li> <li>➤ End Date: 22.06.2023 at 06:00 PM</li> </ul>
<b>Date/Time/Place of pre-Bid</b>	➤ 09.06.2023 at 3.00PM in "MANTHAN HALL", Second Floor, Main Building, JDA Campus, Jaipur
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>➤ 28.06.2023 at 11.00 AM</li> <li>➤ Room No CCC-FF-133, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)</li> </ul>
<b>Date of presentations</b>	➤ 07.07.2023 at 10.00 Am in "MANTHAN HALL", Second Floor, Main Building, JDA Campus, Jaipur
<b>Date/ Time/ Place of Financial Bid Opening</b>	<ul style="list-style-type: none"> <li>➤ To be intimated later</li> <li>➤ Room No CCC-FF-133, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)</li> </ul>
<b>Bid Validity</b>	➤ 120 days from the bid submission deadline
<b>Time Period</b>	➤ 04 Months
<b>A&amp;F/Job No.</b>	➤ 090/2023-24

## **Procedure for bidding:**

### **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.

#### **1. 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

## **Section-II Instruction to Bidders (ITB)**

### **1. INTRODUCTION**

- 1.1. Consultants are invited to submit a "Technical Proposal and Financial Proposal" for QCBS 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 all contractual requirements and ultimately for signing contract with the selected consultant.
- 1.2. The consultants / bidders must familiarize themselves with local conditions, prevailing issues, conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to pay a visit to the office of the Executive Engineer-2A, 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 including all surveys / studies / designs etc and visit to the client or the site for pre-bid meeting, negotiations etc, 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 hold the Client's interests paramount at all times, 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 for the 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 the 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 subsequent work, when

continuity is deemed essential. It will be the exclusive decision of the JDA whether or not to have the subsequent 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 any Govt department/JDA in accordance with the above Sub Para 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 a bidding 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 considered as part of the tender document. The Client may, at its discretion, extend the deadline for the submission of Proposal.

## **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. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) Joint Ventures are not allowed.
  - (ii) The technical qualifying requirements should be thoroughly seen and responded in the bid with required papers / proofs.
  - (iii) The proposal shall be based on the number of key professional staff, months estimated by the firm for the work.
  - (iv) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm.
  - (v) Proposed key professional staff must have a minimum experience as indicated in the data sheet.
  - (vi) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

- (vi) 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)" followed by the technical proposal submission form (Section V-A):
- i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section V-B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles, details of the assignment and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
  - (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) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section – V-F).
  - (vi) CVs recently signed by the proposed key professional staff(As per Clause 16 of Section IV-TOR) and the authorized representative submitting the proposal (Section - V-G). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last **Five (05) years**.
  - (vii) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart/CPM-PERT diagrams showing the time proposed for each key professional staff team member. (Sections - V-H).
  - (viii) Activity (work) schedule for performing the assignment (Section – V-I).
  - (ix) 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
- (a) Remuneration for staff and
  - (b) Reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents & surveys; and all the other major component of the assignment.
- 3.7 Consultants shall express the price of their services in Indian Rupees.
- 3.8 The data sheet indicates the validity of the proposals 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 RTPP 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 RTPP 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](http://www.jda.urban.rajasthan.gov.in/e-services/e-tender) portal before closing date of submission of bid.

**b) Bid Processing Fee**

The bidder is required to pay a non-refundable bid processing fee amounting to **Rs. 1,500/-** (Rupees **one Thousand Five hundred Only**) through online payment after registering with JDA on [www.jda.urban.rajasthan.gov.in/e-services/e-tender](http://www.jda.urban.rajasthan.gov.in/e-services/e-tender) portal before closing date of submission of bid.

**c) Bid Security**

Each bidder must pay Bid security as amount (INR) @ 2% (Rs. **2,00,000.00/-**) of estimated procurement cost and @ 0.5% (Rs. 50,000.00/-) for bidder registered in class C-I of consultancy category in JDA, Jaipur or Bank Guarantee through online payment after registering with JDA on [www.jda.urban.rajasthan.gov.in/e-services/e-tender](http://www.jda.urban.rajasthan.gov.in/e-services/e-tender) portal.

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

In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 24 months after the bid opening date i.e. (28.06.2023) A copy of the bank guarantee will be required to be attached with the bid submission document uploaded on e-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in room No. 215/N, Extension building, JLN Marg, JDA, Jaipur as per specified in bid documents. Deposition of bid security in any other form is not acceptable. In the case of successful bidder, the amount or bid security will be adjusted against security deposit to @5% at the time of award of work and 5% to be deducted from each bill raised during the project. The bid security of the un-successful bidder will be refunded on application by the bidder after

approval of rate in favour of lowest successful bidder. Bid Security can also be given in the form of Bank Guarantee as per **Schedule “A”** and the same must be submitted in original as prescribed in NIB.

The bid security deposited by the Bidder will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.

- 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, shall evaluate 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.	<p>Bid Document fee, Bid Security, Bid processing fee.</p> <p>❖ Bid security can be paid in the form of bank guarantee</p>	Must be paid through online payment portal.
2.	<p>Registration of the firm:</p> <p>(i) Consultant Firm should be registered for GST.</p> <p>(ii) Consultant Firm should be registered for Income Tax.</p> <p>(iii) Consultant Firm should be registered in required category</p>	<p>The Bidder must produce proof of GST Registration,</p> <p>The Bidder must produce PAN No. and copy of latest returns filed by them</p> <p>Copy of enlistment as contractor/ bidder in required category.</p>
3.	<p>Eligibility:</p> <p>(i) Conflict of Interest</p>	No conflicts of interest in accordance with sub Clause: Bidder must declare, <b>Annexure A&amp;B of clause 4 of Section II, ITB must</b>

	(ii) Debarment / Transgression /Blacklisted by any procuring entity.	<b>be filled up, duly signed and uploaded with submission of Technical bid.</b>  There should not be any such Debarment/ Transgression / blacklisting: Bidder must Declare relevant information. <b>Schedule VIII-L must be duly signed and uploaded with submission of Technical bid.</b>
4.	Financial Turnover	The bidder should have minimum financial turnover of Rs. 60.00 Lacs. in any one of the last <b>five</b> financial years as updated to current level in the manner given below.

**(b) Financial Standing:**

- i) The firm should have done at least one similar nature work of consultancy for project related to upliftment/improvement/development/beautification of religious place/ Rajasthan Heritage work and its surrounding area having minimum project cost of Rs. 60.00 Cr. during the last five financial years. For the purposes of this qualification, only such projects shall be considered, for which, consultancy work has been completed and consultancy DPR/Report has been accepted / approved by the client department. The bidder shall submit a certificate from the concerned authority in this regard.
- (ii) 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.
- (iii) The required annual turnover of the bidder for the consultancy firm in any one of the last 5 financial years should be more than or equal to Rs 60.00 lacs. The present price level for turnover, cost of completed work of similar nature, the previous year's value shall be given weightage of 10% per year as follows:-

(i)	Last year	– 2022-23	1.00
(i)	For year	– 2021-22	1.10
(ii)	For year	– 2020-21	1.20
(iii)	For year	– 2019-20	1.33
(iv)	For year	– 2018-19	1.46

- 5.8 The successful bidder shall furnish a **Security Deposit equivalent to @10% of the project cost - (a) 5% of cost of work at the time of award of work and (b)**

remaining 5% to be deducted from each bill raised during the project. 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”** 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 class C-I of consultancy category in JDA as applicable, GST & IT certificates, duly filled & signed copy of Annexure “B” of RTTP Act.
- **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 (if applicable) and tax clearance certificate of the consultant, duly filled & signed copy of Annexure “B” of RTTP Act. 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 fulfil minimum eligibility criteria prescribed in Notice inviting Bid under Section I in the ‘Part 1’ (technical evaluation) 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 The 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. CCC/TF/309, CCC Building **on due date and time by the committee** in the presence of the bidders or their representative who choose to attend, all of whom shall 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) If the record of litigation and arbitration is not enclosed. (As per schedule VIII-H)
  - viii) There are any criminal cases pending. (As per schedule VIII-I)
  - ix) If the Power of Attorney is not enclosed. (As per schedule VIII-J)
  - x) If the affidavit is not enclosed. (As per schedule VIII-K)
  - xi) If undertaking regarding not being blacklisted/ Debarring is not enclosed. (As per schedule VIII-L)
  - xii) The general oath affidavit (As per schedule VIII-M).

## **7.5 Clarification of Bids**

To assist in the examination, evaluation and comparison of the 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://jda.urban.rajasthan.gov.in> 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](http://www.eproc.rajasthan.gov.in).
- v. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **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 his proposal, he 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 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 ( $S_t$ ). 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 qualify under clause 5.7, on the basis of Applicant's experience, his 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 bidders who fulfil the qualification criteria, having 60 or more marks in technical evaluation.
- (iii) Client shall evaluate each technical proposal taking into account following 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

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

S.No.	Criteria	Points	Requirements
(i)	<p>Specific experience of the consultants in last 10 yearstowards preparation &amp; approval of DPR /Detailed design engineering related to similar work</p> <p>Overall experience of consultancy firm in preparation &amp; approval of DPR for upliftment/improvement/development/beautification of religious place/Rajasthan Heritage work and its surrounding area</p> <p>Each project should be</p> <p>(i) One similar project of Rs. 120 Cr or more.</p> <p>(a) Acceptance of DPR and work completed / in progress– 35 marks</p> <p>(b) Award of consultancy work &amp; DPR accepted. – 30 marks</p> <p>(c) Award of consultancy work. - 15 marks</p> <p>(ii) Two similar projects of Rs. 60 Cr or more.</p> <p>(a) Acceptance of DPR and work completed / in progress – 17.5 marks each having total marks is 35.</p>	35	<p>1. Work order of similar type of consultancy work, as defined shall be considered.</p> <p>2. DPR preparation and approval certificate should issued by competent authority</p> <p>3. Related document regarding execution (All above Certificate / certificates should have been issued by Engineer in-charge /General manager / Project -in-charge of the Department)</p>

	(b) Award of consultancy work & DPR accepted – 15 marks each having total marks is 30 (c) Award of consultancy work – 7.5 marks each having total marks is 15.		
(ii)	Adequacy of the proposed work plan and methodology responding to the TOR  The bidder/consultant will have to make their presentation before the screening committee of JDA and at higher level also. The presentation will comprise of conceptual plan and 3D views/walk through for which no additional payment will be done. The points for this will be allotted by the screening 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 as part-II of TOR		
	Team Leader (Shall have degree in Urban design/transport Planning/ Architecture/ Civil Engineering) with minimum 15 years' experience in relevant sectors.)	3.0 marks	Relevant degree and experience certificate and CV should be self-attested
	Sr. Architect with an experience of 7 years or M.Arch with an experience of 4 years in Urban Designing. Should be either a fellow member of Institution of Engineers or a member of Council of Architecture.	1.5 Marks	Relevant degree and experience certificate and CV should be self-attested
	Sr. Structural Engineer (MTech. in Structural Engineering with at least 5years' experience in the field of structural engineering, including detailed design, engineering & preparation of detailed project reports for different nature of structures)	1.5 Marks	Relevant degree and experience certificate and CV should be self- attested
	Sr Transport planner (MTech in Transportation Engg or equivalent degree) having at least 5 years' experience in traffic planning.	1.0 Marks	Relevant degree and experience certificate and CV should be self- attested
	Electrical Engineer (Graduate in Electrical Engineering having minimum of 5 years experience )	1.0 Marks	Relevant degree and experience certificate and CV should be self- attested
	PHE Engineer (Graduate in Civil Engineering) having experience in PHE works like sanitation, water supply, sewerage etc.with minimum of 5 years experience	1.0 Marks	Relevant degree and experience certificate and CV should be self- attested
	Sr. Horticulturist/Landscaping Consultant with minimum B.Arch./ B.Sc. in agriculture degreehaving minimum of 10 years' experience Sr. Landscaping Designer with a degree in Architecture (B.Arch.) or B.Sc. in Agriculture	1.0 Marks	Relevant degree, experience certificate and CV should be self- attested

	with relevant experience in landscaping projects.		
iv	Average Financial Turnover of the consulting firm in last five completed financial Years (2018-19, 2019-20, 2020-21, 2021-22, 2021-23) with copies duly certified by Chartered Accountant)	10	Copies duly certified by Chartered Accountant to be submitted
	Up to Rs. 40 Lacs	4	
	More than Rs. 40lacs and Up to Rs.70Lacs	8	
	More than Rs. 70 Lacs	10	
v	Experience of having worked in the state of Rajasthan for Similar works/ projects/ conditions/Rajasthan Heritage Architecture Work	5	Copy of work order / experience certificate to be enclosed.
	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)	Last year	– 2022-23	1.00
(i)	For last year	– 2021-22	1.10
(ii)	For year	– 2020-21	1.21
(iii)	For year	– 2019-20	1.33
(iv)	For year	– 2018-19	1.46

(V) The Firm should submit an affidavit that the firm has never been blacklisted by any central/state/any other government agency 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 “VIII-L”** 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 the following projects shall be deemed as eligible assignments – detailed survey and preparation of DPR, urban development along with beautification works with facilitate general public as well as tourists.

#### 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 criteria under QCBS 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, or 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**

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:

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

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  $P = 40$

**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 make a power point presentation of the project before the competent Committee.

## **10 CONFIDENTIALITY**

- 1.1 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 | <b>The name of the Client:</b>  | - The Jaipur Development Authority, Jaipur (JDA) |
|      | <b>The method of selection</b>  | - 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) Based on approval of preliminary drawings, preparation of architectural drawings, structural design of substructure and super structure, elevations, sections, perspective views, 3D models, simulation study etc., presentation, walk through and approval of final drawings including providing soft copies. |  |
|      | c) Preparation of various required work drawings like layout plan, centre line plans, foundations and footing details, elevations, sections etc., including development works. Preparation of BOQ and tender document with market rate analysis of Non BSR items & details of specifications.                     |  |
|      | d) Preparation and submission of various services drawings drainage, electrical, CCTV, security, firefighting, communication cable etc. Working drawings of all components and structural elements with required details to execute the work.   |  |
|      | e) Preparation and submission of architectural working details & structural details as specified in scope of work.  |  |
|      | f) Preparation and submission of detailed landscape & horticulture drawings, beautification work with maintenance schedule of the project for 3 years.  |  |
| 11.5 | A pre-Bid Meeting will be held  | - Yes  |
| 11.6 | <b>The Client will provide the following</b>  | -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 up to seven days prior submission of the tender. The address for requesting clarifications is:

Executive Engineer -2A,  
Jaipur Development Authority, Jaipur.  
PIN 302004, Telephone: 0141-2569696

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

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

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

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

(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 not later than the date and time and corrigendum: - As per NIB and made ,if any.

12.5 The address to send information to the Client is- Executive Engineer-2A, Jaipur Development Authority, Jaipur, Telephone: 0141-2569696

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

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**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-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 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 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 fire fighting 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.

### **3.8 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 section **12.3 of 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 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 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.

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## **SECTION – IV**

### **TERMS OF REFERENCE**

#### **1.BACKGROUND**

The historic Govind Dev Ji temple is situated in City Palace at Jaipur in Rajasthan, India. The temple is dedicated to Govind Dev (Krishna) and his consort Radha. The deities of the temple were brought from Vrindavan by Raja Sawai Jai Singh II, the founder of Jaipur.

According to the popular legend, the image of Govind Devji is also called "Bajrakrit" because it was created by Bajranabh – The great grand son of Krishna. Around 5,000 years ago when Bajranabh was around 13 years old, he asked his Grand mother (daughter-in-law of Krishna) as to how Krishna looked like. Then based on her description, he made three images. In first image, the feet show the resemblance with the Krishna's feet. In second image, chest area looked like Krishna's. In third image, the face showed complete resemblance with Krishna's face when he was incarnated on Earth.

The first one image is known as Lord "Madan Mohan ji". The second image is called as "Gopinath ji" and the third image is popular with the name of "Govind Devji". The city also has a good numbers of temples so it is also referred as “Chhoti Kashi”.

Jaipur Development Authority, Jaipur is desirous of obtaining Architectural and Engineering consultancy for holistic development work for Govind dev ji temple in the city and evolving a vision to beautify the specified corridor.

#### **2. OBJECTIVES & DESCRIPTION OF ASSIGNMENT**

The main objectives of the service shall be to prepare DPR & tender documents for Engineering and architectural consultancy for holistic development work for Govind dev ji temple, Jaipur to provide world-class amenities to pilgrims.

JDA will expect the Consultant to illustrate the interest and commitment to utilise the latest national and international development construction techniques in order to promote fast, efficient, economical and sound completion of the works on the religious theme. It is the intention of JDA to be among the forerunners in applying modern construction techniques.

#### **3. Scope of work.**

Preparation of conceptual drawings, detailed drawings with DPR, tender documents & BOQ for Engineering and architectural consultancy for holistic development work for Govind dev ji temple, Jaipur.

Broadly in first phase development of a corridor from Badi Chaupat to Choti Chaupar to Brahampuri to Kanwar Nagar to Kala hanuman temple to Badi chaupar. It will include important monuments like Hawa Mahal, City Palace, Jantar Mantar, Tal Katora, Chaugan

Stadium, Jai Niwas Udyan, Jaleb chowk, Hertiage entrance gates and Govind dev temple itself. etc. The total cost of project will be approx.. 120.00 crore

The consultant is expected to design the whole project to enhance the tourist footfall creating unique architectural creations as per Jaipur architecture. The consultant shall make a submission of his vision to provide world-class amenities for devotees along with beautification, cleanliness, parking facilities, restoration, renovation, mural art work, lighting, landscape, dedicated pathways, façade, theme-based sculptures to depict related story line and expansion of existing facilities etc. for holistic development of the religious site.

\*For all above works, the designing of safe pedestrian paths shall be prominently considered in the designs and drawings.

#### **4. 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 & feasibility report.**

The conceptual plans are to be prepared by conducting detailed surveys, traffic data survey for minimum 3 days, survey of underground services, measurement of available land, and verification of data, site conditions, requirement of facilities, rehabilitation of any structure/ structures if required, re-routing / realignment of underground services, traffic diversion plans etc.

The consultant shall prepare various possible options for the solution to be considered for finalising 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, 3D elevations, traffic flow pattern, simulation study etc
6. Details & drawings of the pedestrian movement and other services proposed.
7. Details of the shifting / relocation of services / structures and the cost of the same.
8. Recommendations

## **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 the relocation plan.
- Engineering designs and Drawings for complete structures, aesthetic & beautification plan, Landscape 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,
- 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.

### **5.2.1 Deliverables**

#### **The consultant shall submit the details of**

- Measurement of spaces, verification of Data & Site condition
- Layout & overall plan
- Traffic Survey with flow direction survey.
- Geo technical Investigations at site.
- Planning as per prevailing codes of practice of JDA/IRC/NBC/MORTH.
- Planning green and energy efficient structures.
- Architectural and 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 and bid document for construction.
- Planning of street furniture and amenities.
- Landscaping and Horticulture plan.
- Preparing Architectural elevations
- Planning as per prevailing building bylaws so as to achieve openness, wide movement space etc
- Plantation Plan, Horticulture, outdoor lighting, pathway & pavements.
- Design of services like sanitary, plumbing, electrical, telephone, water supply, sewerage etc.

- Design of Pedestrian facilities and road amenities.
- Provision for Handicapped persons (specially able persons)
- Bill of quantities with specifications and bid document for construction of Multistoried flats/ building
- Installation of solar panels with reverse metering.
- VIPs and general parking
- Landscaping plan
- 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.
- Maintenance schedule of project for 3 years.

### **Detailed Scope of Services**

#### **6. General Scope of Assignment:**

The Consultant shall collect the available data and information relevant for the project. 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 codes & specifications of JDA//IRC/NBC/MORTH.

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 committee appointed by the JDA and make suitable presentations to the approving Committee. The Detailed Engineering 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.

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 based on QCBS system** 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.**

<b>S.No.</b>	<b>Particulars</b>	<b>Time ( From date of commencement)</b>
1	Topographical survey, Geo-technical survey, traffic study, Survey of existing services, inspection of the area & surroundings etc.  Preparation of Conceptual plans and preliminary drawings as per requirements, in consultation with concerned authorities, presentation and approval of the above. Preparation of technical designs, cost estimates and preparation of Feasibility report	25 days
2	Based on approval of preliminary drawings, preparation of architectural drawings, structural design of substructure and super structure, elevations, sections, perspective views, 3D's, walk through, simulation study, pedestrian movement spaces etc., presentation and approval of final drawings.	50 days
3	Preparation of various required working drawings like layout plan, centre line plans, foundations and footing details, elevations, sections etc., including development works. Preparation of BOQ and tender document with market rate analysis of Non BSR items.	70 days
4	Preparation and submission of various services drawings drainage, electrical, CCTV, security, fire fighting,	85 days

	communication cable etc.	
5	Preparation of working drawings with all finishing civil, electrical and mechanical works	95 days
6	Preparation and submission of detailed landscape & horticulture drawings, beautification work.	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, Feasibility report and Structural Design approved by JDA for which he may have to prepare as many modified drawings and design as required. No extra payment shall be given on this account.

### 12.3 Payments shall be made according to the following schedule:

S. No.	Milestone	Payment in % age	Cumulative %age
<b>PART-A</b>			
1	Topographical survey, Geo-technical survey, traffic study, Survey of existing services, inspection of the area & surroundings etc.	10%	10%
2	Preparation of Conceptual plans and preliminary drawings as per requirements, in consultation with concerned authorities, presentation and approval of the above. Preparation of technical designs, cost estimates and preparation of Feasibility report	10%	20%
3	Based on approval of preliminary drawings, preparation of architectural drawings, structural design of substructure and super structure, elevations, sections, perspective views, 3D models, walk through, simulation study etc., presentation	20%	40%

	and approval of final drawings.		
4	i) Preparation of drawings as relevant codes requirements for their approval. Preparation of various required work drawings like layout plan, centre line plans, foundations and footing details, elevations, sections etc., including 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.  ii) Preparation and submission of various services drawings drainage, electrical, CCTV, security, fire fighting, communication cable etc.	15%	55%
5	Preparation of working drawings with all finishing civil, electrical and mechanical works	7.5%	62.5%
6	Preparation and submission of detailed landscape & horticulture drawings, beautification work.	7.5%	70%
7	On completion of structure	20%	90%
8	On final completion of project in all respect including maintenance schedule of 3 years.	5%	95%
<b>PART-B</b>			
9	Site Visit by Team Leader of consultancy firm and the key personnel given 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 work	2% 2% 1%	2% 4% 5%
<b>G. TOTAL (PART-A + PART-B)</b>			100%

**12.4** The estimated cost of the above planned works is based on a preliminary forecast estimate. The cost of this work of engineering and architectural consultancy has been estimated Rs. 100.00 Lacs or say, One hundred lakhs only.

Payment shall be made to the consultant for the work as per the payment schedule mentioned at para 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 3 of the work (up to first 70% 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 3 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, 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.

### **13. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY JDA.**

JDA shall provide the consultant 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, geo technical services and proof consultancy of structural design. JDA shall confirm the shifting of services, if required.

### **14. 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.

### **15. REVIEW AND MONITORING OF CONSULTANTS WORK.**

The Consultants shall present the detailed project report to the Additional Chief Engineer-V, 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.

### **16. KEY PROFESSIONALS FOR THE REQUIRED SERVICES:**

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

1. Senior Team Leader
2. Architectural Design Expert
3. Structural Designer Expert
4. Transport planner
5. Electrical Engineer
6. PHE Engineer
7. Landscaping Specialist.

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/Senior Engineer cum Team Leader Rs. 50,000/- per month
2. Architect Design Expert Rs. 50,000/- per month
3. Structural Designer Expert Rs. 25,000/- per month
4. Transport Planner Rs. 10,000/- per months
5. Electrical Engineer Rs. 10,000/- per months
6. PHE Engineer Rs. 10,000/- per months
7. Landscaping Specialist. Rs 10,000/- per month

#### **17. COMPENSATION FOR UNREASONABLE DELAY**

If the consultant fails to complete / deliver the various stages of consultancy assigned in point 11 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) at each stage, by the accepting authority on the individual contract value, up to a maximum 10% of the contract value amount and debarring the firm for one year for participating in tenders, if so decided.

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 structure and all its related components. All the designs and drawings for structures including all their components shall be fully checked by a senior engineer, after completion of the designs, all the drawings for structures shall be duly signed by the (a) Team Leader (b) Senior checking engineer, and (c) Senior 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 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 +/- 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.

.....

## SECTION V. TECHNICAL PROPOSAL – STANDARD FORMS

<b>S.No</b>	<b>Description</b>	<b>Page No.</b>
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**V- A. TECHNICAL PROPOSAL SUBMISSION FORM**

[*Location, Date*]

From.....

To

Sub: - Technical Proposal for Engineering and architectural consultancy for holistic development for Govind dev ji temple Jaipur.

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: \_\_\_\_\_

Member ship 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:

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

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

### B. Completion and Submission of Reports

S.No.	Particulars	Time
1	Topographical survey, Geo-technical survey, traffic study, Survey of existing services, inspection of the area & surroundings etc.  Preparation of Conceptual plans and preliminary drawings as per requirements, in consultation with concerned authorities, presentation and approval of the above. Preparation of technical designs, cost estimates and preparation of Feasibility report	
2	Based on approval of preliminary drawings, preparation of architectural drawings, structural design of substructure and super structure, elevations, sections, perspective views, 3D's, walk through, simulation study, pedestrian movement spaces etc., presentation and approval of final drawings.	
3	Preparation of various required working drawings like layout plan, centre line plans, foundations and footing details, elevations, sections etc., including development works. Preparation of BOQ and tender document with market rate analysis of Non BSR items.	

4	Preparation and submission of various services drawings drainage, electrical, CCTV, security, fire fighting, communication cable etc.	
5	Preparation of working drawings with all finishing civil, electrical and mechanical works	
6	Preparation and submission of detailed landscape & horticulture drawings, beautification work.	

**SECTION – VI  
FINANCIAL PROPOSAL  
STANDARD FORMS**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No.</b>
<b>VI A</b>	<b>Price Bid</b>	<b>63</b>
<b>VI B</b>	<b>Format for Financial Bid</b>	<b>64</b>

**SECTION – VI  
VI A - PRICE BID**

**From**

**To  
The Executive Engineer -2A  
Jaipur Development Authority  
Jaipur.**

---

Sir,

Sub: Engineering and architectural consultancy for holistic development for Govind dev ji temple 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-2A  
 JDA Jaipur.

Sir:

Sub: Engineering and architectural consultancy for holistic development for Govind dev ji temple 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 inclusive of all taxes is quoted and submitted as below.

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	Engineering and architectural consultancy for holistic development for Govind dev ji temple Jaipur.	1	120.00			

**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 estimated project cost which is Rs. \_\_\_\_\_ (In words \_\_\_\_\_). Our financial bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the Proposal, i.e. (150 days from due date for receipt of the 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,

**Name and Title of Signatory:**  
**Name of Firm and complete Address**  
 Contact Numbers:  
 Email :

**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**

Fro--

---

--

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 (2A), JDA for execution of Contract documents along with non-judicial stamp paper are 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 for next 24 months after the bid opening date i.e. (31.12.2020), 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 the .....day of .....20 ..... 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 VIII: 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 - Affidavit
    - Schedule L - Undertaking for not being Blacklisted : Annexure 1
    - Schedule M - 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 .....

Name.....

On behalf of the Contractor

On behalf of the Contractor

In the presence of:

In the presence of:

.....

.....

Name .....

Name .....

Address.....

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 hid 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 for next 24 months after the bid opening date i.e. (31.12.2020), 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 2015 to 2020, 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.

<b>BALANCE SHEET</b>					<b>(Rs. Lakhs)</b>
<b>Liabilities</b>	31-03-2023	31-03-22	31.03.21	31.03.20	31.03.2019
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					
<b>Sub – total</b>					
4. Current Liabilities & Provisions					
4.1 Creditors for Materials					
4.2 Advances on Contracts					
4.3 Provisions					
<b>Sub Total</b>					
<b>TOTAL</b>					
<b>Assets</b>					
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 Cash and Bank Balance					
8.4 Loans and Advances					
<b>Sub-Total</b>					
9.Expenses and losses to the Extent not written off					
<b>TOTAL</b>					
<b>Financial Indicators:</b>					
*Net worth					
*Current Ratio					
*Liquid Ratio					
*Capital Employed					
*Debt : Equity Ratio					
<b>PROFIT&amp;LOSS ACCOUNT Rs Lacs</b>					
<b>INCOME</b>	2022-23	2021-22	2020-21	2019-20	2018-19
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 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	Arbitration Litigation	Period From- To	Amount Claimed (lakh Rs).	Result	In favour of Client / Contractor

Name :  
Signature:  
Seal of Company

Date:  
Designation:

**SCHEDULE – I**

**History of criminal cases**

<b>S no</b>	<b>Name of Police Station</b>	<b>Town or Village and District</b>	<b>FIR No &amp; Date</b>	<b>Details of the Charges</b>	<b>Stage of the case/Result</b>

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 think 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 .....

<u>WITNESSES:</u>	Name of Partner	Signatures
1.	1.	1.
	2.	2.
	3.	3.
2.	Date :	

**SCHEDULE – K**  
**AFFIDAVIT**

I/We \_\_\_\_\_ certify that the information furnished under Schedule F, G, H, I, J and M 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 of ..... 20 ..

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**

**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 – M**

**AFFIDAVIT**

I/We.....Proprietor/Partner/Authorized signatory of M/s ..... under take the oath that all the information furnished by me/us in this bid for the assessment of Bid.....  
.....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-2A, 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.

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 to .....for procurement of .....in response to their Notice inviting Bids No.....Dated..... I/we .....hereby 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:- .....

**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.**

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

**Grievance Redress during Procurement Process.**

**The designation and address of the First Appellate Authority :**

For works costing up to Rs. 300.00Lakhs - Jaipur Development Commissioner, JDA, Jaipur.

For works costing above Rs. 300.00Lakhs - Executive Committee, JDA, Jaipur.

**The designation and address of the Second Appellate Authority:**

For works costing up to Rs. 300.00Lakhs - Executive Committee, JDA, Jaipur.

For works costing above Rs. 300.00Lakhs - Principle Secretary/ACS, Urban Development & Housing Department, GOR, 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) From 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)
- 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 the original contract and shall be within one month from the date of expiry of 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 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

## SECTION- XI

### ANEXTURE-“E”

#### 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> or by Single-Sign-On 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 a 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](http://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 (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, n Code 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 e-Proc 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](mailto: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 RTPPA Act 2012 and Rules thereto, the later shall prevail.

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

<b>Dates Detail</b>		
Sr. No.	Event Name	Event Date
1	Publishing Date	
2	Bid Opening Date	

<b>Specific Instrument for e-Proc Rajasthan</b>			
<b>Instrument Type</b>			
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](http://www.jda.urban.rajasthan.gov.in).

**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**

Validate

Print

Help

**Item Rate BoQ**

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Engineering and architectural consultancy for holistic development for Govind dev ji temple Jaipur.

Contract No: EE-2A/08/2023-24

Name of the Bidder/ Bidding Firm / Company :							
<b>PRICE SCHEDULE</b> <b>(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 )</b>							
Sl. No.	Item Description	Quantity	Units	Estimated Project Cost in crore rupees	Percentage of the project cost	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8
1	Engineering and architectural consultancy for holistic development for Govind dev ji temple Jaipur.	1.000	Nos	120.00		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		<b>INR Zero Only</b>					