

JODHPUR DEVELOPMENT AUTHORITY JODHPUR

Name of Work:- **Consultancy work for Preparation of Detailed Project Report for at Jodhpur, Rajasthan**

I N D E X

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SECTION-1

NOTICE INVITING e-TENDER

Jodhpur Development Authority (JODA, hereafter)

NO. _____

Dated _____

NOTICE INVITING e-TENDER

1. JODA invites e-tender on percentage fees basis from reputed Architect / Consultant firms for providing Architectural and Engineering Consultancy Services for Complete Planning, Design, Interior Design, Execution/Construction of Building and its services including Furniture and fixtures, IT (Networking), A.C installation, Commissioning and other maintenance for as per schedule as under. The estimated Project Cost of this work is **Rs**

Name of the work	Consultancy work for Preparation of Detailed Project Report for at Jodhpur, Rajasthan
Brief Description of Work	Architectural and Engineering Consultancy Services for Complete Planning, Design, Interior Design, Execution/Construction of Building and its services including furniture and fixtures, IT (Networking), A.C installation, Commissioning and other maintenance for
Client/Owner	Jodhpur Development Authority, Jodhpur
Brief Scope of Work	Scope of work includes Engineering Architectural and Consultancy services for planning, designing, execution of buildings and its services including furniture, fixtures, IT networking, HVAC, MEP commissioning of Scope of work broadly includes: Conceptualizing, Planning, Designing of the project as per the instruction of client, preparation of preliminary conceptual architectural scheme, preliminary estimate, service drawings, detailing for construction of structure, Electrical and networking system including power distribution, sub-station, DG sets, Firefighting, fire alarm system, Fire suppression, pressurization system for lifts and basement, HVAC, Lift, escalators, moving walkway, ventilation system, Utility and Services including supply, distribution and disposal system for Compressed Air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management for individual buildings wherever required. Planning of furniture and furnishing for the centre. Pls refer Scope of Work as defined in Conditions of Contract.
The Maximum Quoted Consultancy	2.00 % the Estimated Cost of the of Work

Fee to be quoted by intending tenderer.																						
Time for Completion of work	<table border="1"> <thead> <tr> <th>Sr No</th> <th>Activity</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Award of work to Consultant</td> <td>D day</td> </tr> <tr> <td>2</td> <td>Preparation and Submission of Concept Design for the proposed Buildings and its submission to JoDA Jodhpur for their approval.</td> <td>D+1.0 Month</td> </tr> <tr> <td>3</td> <td>Preparation and Submission Preliminary Estimate/ DPR preparation</td> <td>D+3.0 Months</td> </tr> <tr> <td>4</td> <td>Preparation of all the drawings, detailed estimates, BOQ, specificationsetc (i.e., all documents) for Call of tenders for finalizing Contractor / Agency.</td> <td>D+ 4.0 Months</td> </tr> <tr> <td>5</td> <td>Award of Work Order for Execution of Work to Contractor</td> <td>D + 6.0 Months</td> </tr> <tr> <td>6</td> <td>Commissioning/ Completion of Project after approval from the local bodies.</td> <td>..... Months</td> </tr> </tbody> </table>	Sr No	Activity	Timeline	1	Award of work to Consultant	D day	2	Preparation and Submission of Concept Design for the proposed Buildings and its submission to JoDA Jodhpur for their approval.	D+1.0 Month	3	Preparation and Submission Preliminary Estimate/ DPR preparation	D+3.0 Months	4	Preparation of all the drawings, detailed estimates, BOQ, specificationsetc (i.e., all documents) for Call of tenders for finalizing Contractor / Agency.	D+ 4.0 Months	5	Award of Work Order for Execution of Work to Contractor	D + 6.0 Months	6	Commissioning/ Completion of Project after approval from the local bodies. Months
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Estimated Consultancy Fee	Rs. (2% of project cost)																					
Earnest Money Deposit	Rs. (2% of estimated consultancy fee) For participating in the Bid, Bidder should pay the Bid Security online through SSO-ID only																					
Non-refundable cost of tender / Bid document	Rs. 5000/- For participating in the Bid, Bidder should pay the Bidding Document Fee online through SSO-ID only																					

Non-refundable cost of e-tender processing fee	Rs. 500/- For participating in the Bid, Bidder should pay E-tendering process fee online through SSO-ID only
Date & time of opening of Technical bid
Last date & time of submission of bid (online)	Upto 11.00 AM on or before the date of opening of Technical Bid
Period during which EMD, Cost of Bid Document, e-tender processing fee shall be submitted on or before the date of opening of Technical Bid
Date & time of Design Concept Presentation	Technically Qualified Bidders shall be informed separately via e-mail or letter.
Date & time of opening of Financial Bid	On the Day of Design Concept Presentation at
Validity of offer	90 days from initially stipulated last date of submission of Tender as per NIT.

The tender document can be downloaded from the websites <https://joda.rajasthan.gov.in> and www.eproc.rajasthan.gov.in "Corrigendum, if any, would appear only on the above web site and not be published".

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

- i) Experience of having provided Architectural & Consultancy services for successfully completed similar works during the last 7 years ending initial stipulated last date of submission of tenders:-
 - a. Three similar works each costing not less than 40% of the estimated cost of the project
OR
 - b. Two similar works each costing not less than 50% of the estimated cost of the project
OR
 - c. One similar work costing not less than 80% of the estimated cost of the project.

"Similar works" shall mean Residential /Non-Residential Building works of any no. of storeys". "Successfully completed similar works" shall mean completion of construction of project for which consultancy assignment

has been executed.

- ii)** The past experience in similar nature of work should be supported by certificates issued by the client's organization. In case the work experience is of Private sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates. Value of work will be considered commensurate with the value of fee received as per TDS Certificates compared to agreed consultancy fee with client.
- iii)** The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of initial stipulated last date of submission of tenders as per NIT .
- iv)** Joint-venture / consortia of firms / companies and Foreign bidders are not eligible to quote for the tenders. .
- v)** The bidders submitting experience certificate for the works done in joint venture (JV)/consortium with other firms/companies, their proportionate experience to the extent of its share in the JV/consortium or work done by them shall only be allowed on submitting the valid proof of their share/ work done.

vi) Foreign Certificates:

- (a) In case the work experience is for the work executed outside India, the bidders have to submit the completion/experience certificate issued by the owner duly signed & stamped, and affidavit to the correctness of the completion/experience certificates. The Architect/Consultant shall also get the completion/experience certificate attested by the Indian Embassy/consulate / High Commission in the respective country.

In the event of submission of completion /experience certificate/ other documents by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate / High Commission in the respective country.

Note: Provided further that bidders from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with "Apostille stamp" affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy/ Consulate/ High Commission in their respective countries.

- (b) For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission including extension(s) given if any.

vii) Certificates in the name of other companies:

a. Certificates of Subsidiary/Group Companies:

Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/Own works, shall not be considered. Further, the financial parameters of the subsidiary or Parental Company cannot be used by the other one for qualification.

b. Merger/ Acquisition of Companies:

In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past work experience and Financial parameters of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged / acquired companies / firms.

B. Financial Strength:

I. The Average annual financial turnover for last 3 years shall be at least 40% of the estimated consultancy fee put to tender. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.

In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only.

II. The bidders are required to upload page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for immediate last three years.

3. The intending tenderer(s) must read the terms and conditions of this GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
4. Information and Instructions for tenderers posted on website shall form part of bid document.
5. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://joda.rajasthan.gov.in> and www.eproc.rajasthan.gov.in free of cost.
6. Architect firm / Consultant should upload documents in PDF format.
7. Architect firm/ Consultant must ensure to quote rate in percentage. The rate shall be Quoted up to 2 Decimals.

If any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO) and the bid submitted by him shall be categorised as unresponsive and be ignored.

8. Notwithstanding anything stated above, JODA reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of JODA.
9. The tenderer(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
10. The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 05 days from the date of uploading of Tender on website. JODA will reply only those queries which are essentially required for submission of bids. JODA will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 05 days from the date of uploading of Tender on website, extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for extension of opening of Technical Bids will not be entertained.

Further, queries regarding Design concept presentation also will not be entertained after 05 days from the date of uploading of tender on website. Bidders have to give Design concept presentation on the basis of the available data and after collecting information regarding plot area, local heritage, plot connectivity with main road, etc. by visiting the site. Missing link, if any, may be assumed by the bidders with best possible option for presentation since this stage is meant to assess and evaluate the overall understanding of bidder about subject matter and the Project in particular.

11. JODA reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no tenderer / intending tenderer shall have any claim arising out of such action.

12. Earnest Money Deposit:

Earnest Money Deposit of amount as mentioned in "NIT of Tender" required to be submitted along with the tender. **Bidder should pay the Bid Security** online through SSO-ID only.

- 12.1 The EMD shall be payable to JODA without any condition(s), recourse or reservations.
 - i) The Bid will be rejected by JODA as non-responsive and shall not be considered in case EMD is not received.
 - ii) The EMD of unsuccessful bidders in technical evaluation shall be returned within 30 days of declaration of technical evaluation results. Further, the EMD of bidders other than L1 will be returned within 15

days, after opening of Financial Bid.

- iii) The EMD of the successful consultant will be discharged after the consultant has furnished the required acceptable Performance Guarantee.
 - iv) No interest shall be paid by JODA on the EMD.
 - v) The EMD may be forfeited:
 - a) if a consultant withdraws the bid after bid opening during the period of validity;
 - b) If, any unilateral revision in the offer is made by the tenderer during the validity of the offer.
 - c) Upon non acceptance of LOI/LOA, if and when placed
 - d) In the case of a successful consultant; if the consultant fails to Sign the Agreement with in the 30 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.
 - e) If the bidder furnishes any incorrect or false statement/information/document.
 - f) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of JODA and/or name of bidder's near relative who is posted in the office of JODA.
 - g) If Consultant commits any breach of Integrity Pact.
13. List of Documents to be scanned, and uploaded on the e-tender website within the period of bid submission:
- a. Annexure-I: Affidavit duly notarized by notary public on Non-Judicial stamp paper of Rs. 1000 for correctness of document/information.
 - b. Annexure-II: Unconditional letter of acceptance of tender conditions (in original) (duly signed on letter head of the applicant/ bidder).
 - c. Proof of payment through e-payment gateway to e-tendering service provider, Earnest Money Deposition, Bid Document Fee.
 - d. Annexure-IV to Annexure-XIV if applicable (Annexure-III, DELETED)
 - e. Corrigendum / Addendum / Other documents, if any
 - f. Power of Attorney/Board Resolution of the person authorized for signing /Submitting the tender.
 - g. Annexure- XIV – Performa for Details of Client Organization in respect of Work Experience Certificates

NOTE:

- (1) Unconditional letter of acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information are mandatory documents and are need to be checked carefully for its correctness (strictly as per prescribed format) before submission of bid. The bid shall be rejected outrightly in case of its non-submission without seeking any further clarification/document. No claim of the consultant whatsoever shall be entertained by JODA on this account.
- (2) The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s) by the bidders with the bids. Please note no fresh document other than in the form of clarification/revision in respect of an existing document shall be accepted after last date of submission of bids.
- (3) The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information are liable to be rejected.
- (4) All the uploaded documents duly sealed and signed by the Power of Attorney holder should be in readable, printable and legible form failing which the Bids are liable for rejection.

14. Set of Tender Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting E-Tender
 - b) Quoting Sheet for Tenderer
 - c) General Conditions of Contract
 - d) Special conditions of Contract (SCC)
 - e) Site Layout/Plan, Drawings if available
 - f) Annexure-I to Annexure-XIV (Annexure-III, DELETED)
 - g) Corrigendum / Addendum / Other documents, if any
15. Online technical bid documents submitted by intending tenderers shall be opened only of those tenderers, whose requisite Earnest Money Deposit, Cost of Bid Document, Unconditional letter of acceptance and Affidavit for correctness of documents/information are submitted along with the bid.
- The bid submitted shall become invalid, if:
- i) The tenderer is found ineligible.
 - ii) The tenderer does not upload all the documents as stipulated in the bid document.
 - iii) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
16. Before the last time and date of submission of bid as notified, the tenderer can submit revised bid any number of times.
17. The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his bid before the said period or

issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to JODA, then JODA shall, without prejudice to any other right or remedy, be at liberty to forfeit the EMD as aforesaid. Further the tenderers shall not be allowed to participate in the re-bidding process of work.

18. The acceptance of any or all tender(s) will rest with JODA who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
19. On acceptance of tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 07 days of issue date of Letter of Award(LOA)/ Letter of Intent(LOI) by JODA.
20. Date of Start of work shall be reckoned from the 10th day after issue of the letter of Award (LOA)/ Letter of Intent (LOI) by JODA.
21. The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) NIT, General Conditions of Contract, Special Conditions of Contract, Technical Evaluation, Price bid, etc. The tenderers shall be deemed to have gone through the various conditions while making /preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his price/rates before quoting their rates.

22. ORDER OF PRECEDENCE OF DOCUMENTS

In case of difference, contradiction, discrepancy, with regard to General Conditions of contract, Special Conditions, Specifications, Corrigendum / Clarification(s) issued, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

1. Letter of Award, along with statement of agreed variations and its enclosures, if any.
 2. Corrigendum, Addendum, Clarifications etc.
 3. Special Conditions of Contract.
 4. Description of Bill of Quantity / Schedule of Quantities.
 5. General Conditions of Contract.
 6. Drawings
 7. Relevant B.I.S. Codes.
23. Financial Bid will be opened at on the date of the Design Concept Presentation or as intimated separately in the presence of participants who choose to attend the opening of the Financial Bid.
 24. In case of any query please contact Shri Phone No: Email Id:..... during office hours.

Section-2

INSTRUCTIONS TO CONSULTANT

INSTRUCTIONS TO CONSULTANT

1.0 Introduction

1.1 The Architect firms / Consultants are invited to submit a Technical bid together with a Financial bid. The tender will be the basis for technical discussions/negotiations if required and ultimately for a signed Contract with the selected Architect firm /consultant.

1.2 Architect firms / consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Architect firms/consultants are desired to visit the site before submitting a proposal. Architect firms / Consultants or his authorised representative should contact the following regarding site specific information and site visit enquiry.

Contact :

Address : Executive Engineer, Jodhpur Development Authority, Jodhpur

Mobile :

1.3 (a) JODA will provide the inputs to the Architect firms/consultants, if available. However, JODA does not assume any Responsibility for any loss or financial damages on account of use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.

1.3 (b) The Architect firms/consultants shall be responsible for obtaining licenses and permits to carry out the services.

1.4 Architect firms / consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc. JODA / Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Architect firms / consultants.

1.5 Conflict of Interest

1.5.1 JODAs policy requires that Architect firms / consultants provide professional, objective, and impartial advice and at all times hold JODA's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.5.2 (i) Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting assignments

(ii) An Architect firm / consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer.

Conflicting relationship

(iii) An Architect firm / consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of JODA's staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to JODA throughout the selection process and the execution of the Contract.

1.5.3 Architect firms / consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of JODA, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Architect firm / consultant or the termination of its Contract any time, throughout currency of the work.

1.5.4 No agency of current employees of JODA shall work as Architect firms / consultants. Recruiting former employees of JODA to work is acceptable provided no conflict of interest exists.

1.6 Fraud and Corruption

1.6.1 JODA requires that the Architect firms / consultants participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, JODA:

(a) Defines, for the purpose of this paragraph, the terms set forth below:

(i) "corrupt practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a wilful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of JODA, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;

(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) will reject a proposal for award if it determines that the Architect firm/consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and

(c) will sanction an Architect firm/consultant, including declaring the Architect firm/consultant ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Architect firm/consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

1.7 The Architect firm/consultants should be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.8 Only One Proposal

The Architect /consultant firm shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

1.9 Proposal Validity

The Architect firm /consultant tender must remain valid for 90 days after the last date fixed for submission of tender including the extension(s) given, if any.

1.10 Association of Sub-Consultants (for specialised work)

Architect Firm/Consultant may associate with sub consultant(s) for specialized works such as HVAC, Lift, Fire-fighting, Landscape etc.

2.0 Clarifications and Amendment of Bid Documents

2.1 Architect firms/consultants may request for a clarification on any clause(s) of the Bid documents within 5 days from the date of uploading of Tender on website. Any request for clarification must be sent in writing, or by standard electronic means to JODA's address. JODA will respond in writing, or by standard electronic means and will send written copies of the response

(including an explanation of the query but without disclosing the Source of query) to all Architect firms/consultants. Should JODA deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para. 2.2.

However, JODA reserves the right to respond the queries after cut-off date as mentioned above.

- 2.2 At any time before the submission of tender, JODA may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/addendum.

3.0 Preparation of Bid Proposal

- 3.1 In preparing their tender, Architect firms/consultants are expected to examine in detail the tender document. The tender shall contain technical & financial Bids.
- 3.2 The bid proposals, all related correspondence exchanged by the Architect firms/consultants & JODA and the contract to be signed with the winning consultant shall be written in the English language

3.3 Technical Bid Proposal

- a) The Technical bid shall not include any financial information. A Technical bid containing financial information shall be declared non responsive / invalid.
- b) The Technical bid may be declared non responsive / invalid, if the bid is not accompanied by the requisite documents as stipulated in tender document.

3.4 Financial bid Proposals

The Financial bid shall not include any commercial or technical condition / information. Financial offer shall be submitted as per Section-5 in Percentage Rate.

4.0 Submission, Receipt and Opening of bids

- 4.1 The original bids (Technical bid and Financial bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format of Annexure-II, Section-6.
- 4.2 An authorized representative of the Architect firm/consultant shall sign the Technical & Financial bids. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with bid.
- 4.3 JODA shall open the Technical bid after the deadline for the submission of Bid. The Financial bid shall remain securely stored.
- 4.4 The evaluation of bids shall be done as described in the Section-4 for tenders invited on Quality and Cost based System(**QCBS**).

5.0 **Confidentiality**

Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architect firms/consultants who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

6.0 Bids from Consultant against whom action to suspend business dealings has been taken by JODA or any of its subsidiaries shall not be accepted for any future enquiry/ bid/ tender till the expiry of period of debarment. Bidders may refer to the 'Guidelines on Suspension of Business' on JODA's website.

Section-3

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

1. Definitions

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **Approved** means approved by JODA's Engineer-in-Charge in writing including subsequent confirmation of previous approval and 'Approval' means approval by JODA's Engineer-in-Charge in writing as above said.
- b) **Applicable Law** means the laws and any other instruments having the force of law in India.
- c) **Architect firm / Consultant** mean any private or public entity that will provide the Services to JODA under the Contract.
- d) **Building** shall mean the Construction of proposed building.
- e) **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between JODA and the contractor, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- f) **Contract Price** means the price to be paid for the performance of the Services, in accordance with Section-5.
- g) **Engineer-in-Charge** means the Engineer of JODA, the name of whom is intimated through letter of award, or his representative as may be duly appointed and authorized in writing by him to act as "Engineer-in-charge" on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
- h) **Estimated Cost** means estimated cost put to tender for inviting financial bid from the Architect firm/Consultant for Architectural planning, designing, proof checking of design and detailing.
- i) **In writing** means communicated in written form with proof of receipt.
- j) **Language** means all documents and correspondence in respect of this contract shall be in English Language.
- k) **Letter of Award (LOA)/Letter of Intent (LOI)** shall mean JODA's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.

- l) **Month** means English Calendar month 'Day' means a Calendar day of 24 Hrs each.
- m) **JODA** shall means Jodhpur Development Authority.
- n) **Owner/Client** means the Government, Organization, Ministry, Department, and Society, Cooperative etc. which has awarded the work / project to JODA and on whose behalf JODA is entering into the contract and getting the work executed.
- o) **Site** shall mean the site of the contract/Architectural works including any building and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by JODA or the Engineer for the contract's use.
- p) **Services** means the work to be performed by the Consultant pursuant to this Contract, as described in Bid Document.
- q) **Sub-Consultants** means any person or entity to whom /which the Consultant subcontracts any part of the Specialised Services.
- r) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- s) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- t) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.

2.0 **Scope of Work:**

Background of project, their sanction (financial & administrative),their need ,their location etc.....

I. Preliminary Stage

A. Preliminary Concept Report:

The Consultant shall

- a) Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.
- b) The consultant shall provide the Topographic Survey Drawings & Soil Investigation Report to the JODA. The Consultant is also responsible for collection of any data/information which he may need for his design

from any relevant source including (but not limited to) statutory bodies, Power Distribution companies etc.

- c) Report on identification of Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services.
- d) Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area identifying soil condition, climatic condition and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architect firm/Consultant should submit the preliminary design and design basis Report and modify it if considered necessary by JODA. Site inspections for finalization of above details shall be conducted by the Architect firm/Consultant.
- e) Prepare plinth area rate estimate as per PWD norms. The estimate shall also include the non-SOR items on prevailing market rate along with justification, specification.
- f) Obtain the approval of JODA/client of (d & e) above and supply 6 copies of approved site plan (Layout Plan).
- g) Preparation & submission of physical models (in the desired scale) and perspective views of the complete scheme as per requirement of JODA/Client. The model shall be prepared using approved material eg wood, acrylic, PVC.
- h) The consultant shall prepare and give presentations on the schemes as and when required by JODA/Client and shall incorporate the changes desired by JODA / Clients without any extra cost.
- i) Prepare concept plan of building with parking & other facilities .

B. Preliminary Planning:

- a) Prepare Master Plan of entire complex/site and its approval from all statutory authorities.
- b) The Consultant shall coordinate between various state agencies and other stakeholders in order to incorporate requirements and considerations. The Consultant shall coordinate preliminary design of all components of proposed structures with other agencies.

Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, HVAC (Heating, Ventilation and Air-conditioning) Fire Alarm & Fire-fighting appliances acoustics, telephone conduit, street/compound lighting landscaping, Rain water harvesting, development plans showing roads,

paths, parks, paved areas, drains, culverts, compound walls, external lighting, Electrical sub-station, DG sets, Lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such sub-head. The scope of work shall be as defined above, however, JODA reserves the right to exclude any of the above services from the scope of the Consultants' work.

- c) Collection of all data regarding existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads.
The Consultant shall also conduct a survey regarding number and type of existing trees at proposed site. The master plan/ layout of buildings/ amenities shall be prepared in such a way that the maximum number of existing trees can be retained at site.

The consultant shall provide above details in writing for approval of the Engineer In-charge along with tree planting and transplanting scheme as per the requirement of the project site.

- d) Integration of Site Services with existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads. This requires liasoning with statutory authorities.

- e) Prepare the DPR covering the following:

i) Detailed Architectural & flowchart drawings.

ii) The Consultant shall prepare a Design Basis Report for all components including services that are part of this agreement. The Consultant shall identify necessary existing conditions, soil condition, climatic condition and usage requirement in considerations while formulation the design basis report.

iii) The Consultant shall provide Detailed Technical Specification of each work as a part of the Preliminary Design Report which will act as a reference for the Contractor(s) to carry out detailed design activities.

iv) Bills of quantities based on preliminary design of various components duly priced along with take-off sheets. All estimates shall be prepared on the basis of State schedule of rates, norms wherever applicable and on the basis of market rate analysis where State schedule of rates etc. are not applicable. These estimates should be comprehensive and should include all items as per drawings and specifications. Detailed analysis for the item not included in state schedule of rates/DSR etc. shall have to be submitted.

v) The Consultant may include provision for physical and price contingencies, interest during construction and other financing costs, pre-construction expenses etc. The Consultant shall prepare the Cost estimates and BoQ for the purpose of assistance in tendering process for contractor(s). The Consultant shall be responsible for accuracy of the BoQ items.

The consultant shall supply six copies of the same with the preliminary drawings to JODA.

- g) Submit market rate analysis for Non Schedule Items supported with Quotations.
- h) Submit the proposal to local body complete as per requirement of local bodies including preparation of Model/Presentation of Model etc. if any.
- i) Obtain the approval of layout plan & drawing from the competent authority, statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to JODA.
- j) The consultant will incorporate eco-friendly building materials like fly ash bricks, low VOC paints energy efficient equipment & fixtures etc. as per prevailing government rules.

As per MoE&F guidelines, the consultant shall incorporate the Fly Ash products such as cement, concrete, bricks, blocks, tiles etc. or similar products or a combination or aggregate of them for the projects fall within a radius of 300 Kms. from a coal or lignite based thermal power plant.

- k) The Consultant shall incorporate the principles of Life Cycle cost in the design.
- l) To prepare & submit required set of Tender Documents to call tender on EPC/ Design & build basis or any other mode for appointment of Contractor, Scope of work, Tender Drawings, BOQ, Estimates, Specifications, Design Basis Report, Stage Payment schedule, Schedule of Finishes, List of makes etc.

The payment schedule shall include all the items of work which are required to be executed as per the scope of work of the project.

- m) Preliminary Electrical/Mechanical Drawings / Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- n) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- o) Any other drawings/information's/details required for completion and execution of work but not mentioned above.
- p) The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt/ Authorities/JODA/ State/Central Govt. and shall take their concurrence on all the observations.
- q) If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the

surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account.

- r) Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with JODA/Clients representatives/local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/JODA/Central Govt. or any other agency, as and when required.
- s) Preliminary Design Services are required for reviewing the alignment, locations, construction methodology, finalize packaging of civil work and other works, prequalification of contractor for civil works, preparation of tender documents for civil and other works including preliminary designs and bid process management.
- t) Interaction and Coordination with Client team on preliminary designs and tender documents etc.
- u) Preliminary designs for civil work must be consistent with system designs and be good for tender document. This will cover all scope as defined in tender documents including Estimation of cost of all packages/works.
- v) Detailed Design hence shall include but will not be limited to the following services:
 - Architecture Design
 - Structural Design
 - Electrical, Security & LV Design, CCTVs
 - Plumbing Design
 - HVAC Design and other Mechanical Designs
 - Fire fighting and Fire Detection system Design
 - Interior Design
 - **Urban Design, Site Development and Landscape Design**
 - Streets and Pathways
 - Multiple Underground Parking
 - Hard pavement and Plaza
 - Area lighting
 - Façade lighting
 - Soft landscaping and Plantation
 - Signage
 - **Infrastructure Design**
 - External water supply and Drainage
 - Storm Water Management and Rain Water Harvesting
 - Electrification works like substation, cabling etc. integration with existingsystem.

- w) Design Philosophy should atleast cover following things:-
- To cater for different functional requirements of user with creative indoor spaces, surroundings, better circulation and flexibility in space planning.
 - Integrated designs of electrical, mechanical and other services with structural system and construction methodology with low maintenance.
 - Climate responsive Architecture with integration of daylight and electric light, thermal comfort, compliance to ECBC, ventilation and highest performance standards for work space efficiency.
 - Use of low embodied energy materials and local/reused materials and consideration of green building principles.
 - Water and solid waste management with waste water recycling, water conservation and rain water harvesting.
 - Development of surroundings with site terrain consideration, traffic circulation, indigenous vegetation and plantation.
 - Guidelines of make in India policy of Govt. of India to be adhered.

II Working Drawing Stage:

The preparation of detailed working drawings with details incorporating services and schedule of quantities.

This will include:

- a) Preparation of Design basis Report including working and detailed architectural drawings and detailed estimate as per the latest State Standard Schedule of Rates (SOR) for civil work, electrical works and PWD specifications for civil works, General specifications for electrical works and other NBC specifications for services like substation, Air conditioning etc. for all items of the above work, including internal and external utility services, along with details of quantities (Bill of quantities), supporting calculations and Preliminary structural design / for whole of the work or in part of to facilitate call of tender in stages by JODA.

For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.

- b) To prepare & submit good for construction architectural drawings & visit the sites of work regularly as per requirement of Local bodies Authorities/JODA/State to solve the problems of site & issue necessary clarifications/details of the Project.
- c) Analysis of rates for Schedule and non-schedule items on current

market rates of materials, labour and POL (petroleum oil & lubricant).

- d) Obtaining approval of local authorities, if any, and make changes required by them
- e) Preparation & submission of Detailed specifications & list of makes for all the equipments to be installed at site.
- f) Structural designs of various components of buildings / structures provided by Consultant shall be proof checked by the Structural Department of IIT/ NIT/ Govt Engineering College as directed by JODA. Proof Checker shall sign over the Good for construction structural drawings and Consultant shall sign all the Good for construction structural/ MEP/Services drawings.

III. Construction Stage:

- a) The Consultant shall provide all technical assistance in providing any further clarifications, details, designs and drawings required by the contractor(s) during the Detailed Design Stage and address any queries raised by the contractor(s) for all components & services/utilities. The Consultant shall act as an interface or coordination agency between Client and the contractor(s) during the handholding period for the Detailed Design Stage.
- b) The Consultant shall review and approve Detailed Design and GFCs prepared by the contractor(s) and ensure that all the preliminary design aspects and parameter have been adhered to.
- c) Supply to JODA eight copies of the detailed working architectural drawings free of charge for use during execution of work.
- d) Supply to JODA such further drawings, specifications or details which may be required for proper execution of work.
- e) Obtaining approval from any statutory body/local Govt. Body like Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work or for designs/drawings of the scheme.
- f) Obtain JODA's approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- g) Carrying out all modifications /deletions /additions / alterations /in design/drawing/documents as required by Local Bodies Authorities /State / JODA /Central Govt. or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to the client.
- h) Provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.
- i) Undertaking site visits or to attend meetings during execution of the

project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account.

After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of JODA.

IV. Completion Stage:

- a) Obtaining completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors and supply the same to JODA. For this purpose, any assistance required from JODA / its Contractor will be extended to the consultant. Any statutory fee payable to local bodies for issue of completion certificate shall be borne by JODA.
- b) Prepare completion drawings; including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 4 sets of completion drawings to JODA and also hand over the original of the completion drawings to JODA. The changes, if any during the execution of work will be intimated by JODA to the consultants for preparation of above drawings.
- c) Preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to JODA and Clients/local bodies/or any other authorities applicable including getting 'completion certificate' from concerned authorities, if required.
- d) Assist JODA in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as and when required. The consultants' role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.
- e) The consultant shall prepare complete documentary film of 10 minute and a Coffee table book (of atleast 20 pages, printed on both sides of pages) detailing the complete progress of the project from concept to completion, highlighting the salient features of the project, the challenges faced, the innovations implemented etc. The documentary film would be complete with professional voice over, animations, photographs and videos. For this purpose, the consultant shall arrange on its own all required documents/photographs/videos right from the

date of start of consultancy work. This film and the Coffee table book shall be prepared and submitted on the date of physical completion of the construction work at site as determined by the Engineer-in-Charge. **The consultant will be paid @Rs.30,000/- per minutes for documentary film.** No extra payment shall be made for Coffee table book. The consultant shall prepare walk through showing aerial view of proposed campus, building and showing views of all the finishes of rooms, corridors of proposed building having duration of minimum 5 minutes as per direction of engineer-in-charge. No extra charge shall be paid to the consultant and he should quote his price inclusive of this.

NOTE: Planning and Designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/Union Territory-wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer to Vulnerability Atlas of India for multi-hazard risk assessment and includes the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- 1) Seismic zone (II to V) for earthquakes,
- 2) Wind velocity (Basic Wind Velocity: 55,50,47,44,39&33 m/s),
- 3) Area liable to floods and Probable maximum surge height,
- 4) Thunder storms history,
- 5) Number of cyclonic storms/severe cyclonic storms and maximum sustained wind specific to coastal region,
- 6) Landslides incidences with Annual normal rainfall, and
- 7) District-wise Probable Maximum Precipitation.

3.0 Payment of Remuneration:

3.1 Remuneration

The fee includes planning, preliminary designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with JODA/Clients/ visits to local authorities, etc. by the Consultant and or by their technical persons.

All payments shall be made in Indian currency only.

(a) The Consultancy Fee:

JODA agrees to pay the Architect firm/Consultant fees for the professional services to be rendered by them as herein above described at 2(I), II, III, & IV in clause - 2 "Scope of Work" of section-3.

The payment of fee to the Architect firm/consultant shall be restricted to the project cost. For the purpose of payment of fees, the project cost shall be lowest of the following:

1. The actual cost of the project on completion; or
2. DPR /preliminary cost approved by JODA/Client; or
3. Estimated cost of the project put to tender.

The actual completion cost of the project or DPR /preliminary cost approved by JODA/Client or Estimated cost of the project put to tender shall not include the following:

- Cost of land, if any.
- Payment to statutory bodies/local authorities/Green Building Certification Authorities/State/Central Government.
- Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.
- JODA agency charges.
- Contingencies charges
- Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid
- Extra/substituted items, deviations (plus/minus)

(b) The above fee at 3.1 (a) is inclusive of fee payable by the consultant to any other consultant/Associate(s) and nothing extra shall be payable by JODA for this purpose.

4.0 Mode of Payment:

i) Milestone payment schedule for various activities are as under:

SL. No.	Milestone Achieved	Extent of Payment/ Percentage of Payable Fee
1	Preparation of Conceptual Project Report including Site(Layout) Plan of buildings and services, concept drawings of all buildings, Preliminary Estimate, giving Presentations on the schemes to JODA/client and incorporating modifications, if any, Obtaining its approval from JODA and client(RTDC/Tourism Department).	(10%)
2	Preparation of required drawings and approval from all local/ Statutory authorities, Preparation of Models/ Perspective views/ walkthrough etc.	(10%)
3	Preparation and Submission of all architectural drawings including Design basis report, finishing schedules, details of all services including MEP, IT, HVAC, Fire Fighting, Landscaping, Security etc. indicating complete scope, Obtaining its approval from JODA and client(RTDC/Tourism Department), if required. Submission of take-off sheets, complete Tender Documents including BoQ, Technical Specifications, List of recommended makes, Drawings, Analysis of rates, Detailed Estimate.	(10%)
4	Award of work to the Contractor	(15%)
5	Proof checking of structural design, internal and external utility services	(15%)
6	During the execution of work (on pro-rata basis) Commensurate with the value of the work executed	(25%)
7	Balance after successful commissioning of the building/project and getting completion certificate from authorities	(15%)
8	Complete documentary film of 10 minute and a Coffee table book (of atleast 20 pages, printed on both sides of pages) detailing the complete progress of the project from concept to completion, highlighting the salient features of the project, the challenges faced, the innovations implemented etc	@Rs.30,000/- per minutes for documentary film. No extra payment shall be made for Coffee table book.

Note: The part payment against above stages on part completion of required scope of work under a particular stage can be released as per decision of Engineer in-charge by mentioning the reasons for the same.

5.0 Additions, Alterations and Variation:

- i. JODA shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of anypart of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.

No extra payment shall be made to Consultant by JODA on account of such Additions & Alterations as enumerated above, provided the total built up area remains same.

- ii. The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of JODA.

- 5.1 If the work in full or part is withdrawn from JODA by the Client, the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only upto the stage for which the consultancy work has been completed subject to if it has been paid to JODA by Client and the consultant shall have no further claim whatsoever on this account on JODA/Client. Since the work is not completed; actual cost of work on completion will not be considered for deciding proportionate consultancy fee.
- 5.2 If any additional works are awarded by the client, and if JODA desires, the consultant shall carry out additional work. However, this will be considered subject to the satisfactory performance of the consultant and the consultancy fee for such additional works shall be calculated and decided by JODA/Client and the consultant shall have no further claim whatsoever on this account of JODA/client.
- 5.3 Notwithstanding anything stated anywhere else, the milestone linked payment to the consultant as per table under Clause 4.0(i) shall be payable subject to the condition of project getting sanctioned from the clients only. However, in case the project is not sanctioned by the client, the payment liability of JODA to the consultant shall be limited to the extent as provided in the Clause 4.1 mentioned above and no claim, whatsoever of the consultant shall be admissible in this regard.

6.0 Taxes and duties

- 6.1 The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the contractor in connection with execution of the contract.

The contract price will be adjusted prospectively for any increase / decrease in the GST rate on works contract notified by Government of India.

- 6.2 Notwithstanding anything contained in clause 6.1 the consultant shall ensure payment of appropriate tax on the supplies made under the contract. The consultant shall take registration under the applicable enactment levying tax

on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that JODA can avail credit of such tax, wherever applicable. The consultant shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc. JODA would have right to seek necessary evidence that the consultant is registered under the law and duly discharging its obligations under the tax law, enabling JODA to avail input tax credit.

- 6.3. In case any law requires JODA to pay tax on the contract price on reverse charge basis, the amount of tax deposited by JODA would be considered as paid to the consultant and, accordingly, the price payable to the consultant would stand reduced to that extent.
- 6.4. In case the consultant does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to JODA showing the amount of tax, or has not uploaded the document in computerised tax network as per prevailing law, leading to non-availability of inputs credit of the tax to JODA, the amount equivalent to such tax shall be deducted from the contract price.
- 6.5. Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the consultant.
- 6.6. Tax deduction at source, if any, shall be made by JODA as per law applicable from time to time from the amount payable to the consultant.
- 6.7. The consultant has to register himself in GST Act as per applicable law and submit the details as per annexure-XIII under Section-6.

7.0 Performance Security/ Guarantee

- 7.1 For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than 45 (Forty five) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security / Guarantee on the Performa of JODA, from a Nationalized/Scheduled Bank to the extent of **2% of the value of total consultancy fees** of consultant (at this stage it shall be worked out considering the estimated project cost). The Bank Guarantee shall remain valid till stipulated time for completion of work plus 90 days. The EMD paid by the Consultant shall be returned to the consultant after receipt of Performance Guarantee.
- 7.2 The Bank Guarantee shall be in favour of Secretary, JODA, payable at Jodhpur. The Bank Guarantee should be (in the prescribed format of JODA as per Section-6) issued from any Nationalized Bank /Scheduled Bank.
- 7.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.

- 7.4 The performance security will be discharged by JODA and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to JODA and statutory bodies.
- 7.5 JODA reserve the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 7.6 Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to JODA before the expiry date of the Bank Guarantee originally furnished.

8.0 Retention Money

5% of the fee payable to the consultant shall be retained from each running bill as "Retention Money", in addition to the performance guarantee.

The retention money will be discharged by JODA and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to JODA and statutory bodies and after completion of Defect Liability Period of the Construction Contractor.

JODA reserve the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

9.0 Completion period:

- a. The overall completion period for the execution of this project from the date of commencement of work shall be mentioned in NIT.
- b. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed contractor for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.

c. Escalation/Price Variation

No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

10.0 Commencement of Work:

The commencement of work will be considered from 10th day of issuance of LOA.

The architect/Consultant has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the architects shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond reasonable control of the consultant, the department may consider such delays favourably.

11.0 Compensation for Delay:

The time allowed for carrying out the work as specified in clause 9.0 (a) shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to JODA for the completion of the works.

In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. JODA shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non- availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

12.0 Abandonment of Work:

- i) That if the consultant abandons the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, JODA may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them up to that date plus such damages as maybe assessed by JODA.
- ii) If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, JODA shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

13.0 Termination:

JODA without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under

any of the provisions of this contract may terminate the contract by giving one month's notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. JODA may make full use of all or any of the drawings prepared by the consultants.

In case due to any circumstances, JODA decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Clause 3.0 above and approved preliminary estimate or estimated cost or awarded cost whichever is less up to the stage of work executed by him immediately before taking such a decision, provided equivalent payment is made by the client to JODA.

14.0 Number of Drawing Sets etc. and Copyright:

The Consultant shall supply free of charge to JODA, the adequate no. as specified elsewhere of following documents in soft as well as hard copy.

- i) Detail Project Reports with coloured drawings .
- ii) All the Drawings (**AutoCAD & PDF format**) and estimates.
- iii) All working architectural drawings for all the components (Good for Construction Drawings).
- iv) Detailed estimates and rate analysis of all works.
- v) Completion drawings and detailed documents.
- vi) Tender documents/tender drawings as per JODA requirements.
- vii) As built drawings after completion of project.

The Consultant shall supply free of charge to JODA all the estimates, details of quantities (BOQ), reports and any other details envisaged under this agreement, including architectural drawings as indicated above. Any extra sets of drawings, if required JODA shall be supplied at mutually agreed cost. All these drawings will become the property of JODA. The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any drawing or document shall be issued to anyone except JODA and authorized representative of JODA.

15.0 Determination or Rescission of Agreement:

JODA without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- i. If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint

a receiver or a manager which entitles the court to make up a winding order.

- ii. If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, JODA shall have powers a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.

In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of JODA in this regard shall be final and binding on the consultant.

16.0 Responsibilities for Accuracy of Project Proposals

- a. The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify JODA & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on JODA.
- b. The Consultant shall fully indemnify JODA from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.
- c. JODA reserves the right to award the work of one or more sectors/area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the Clause 4.0 "Mode of Payment".

17.0 Force Majeure Clause

Consultant/Consultancy Firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of JODA and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted to JODA by client.

18.0 Withholding and Lien of Payment

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, JODA shall be entitled to withhold and also

to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

19.0 Jurisdiction

The agreement shall be governed by the Indian Law for the time being in force and the Courts in Jodhpur alone will have jurisdiction to deal with matters arising there from.

20.0 General:

1. The scrutiny of the drawing, and designs by JODA's own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
2. The Architect firms/Consultant shall supply to JODA copies of all documents, instructions issued to Architect firms/Consultants, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
3. The Architects hereby agree that the fees to be paid as provided herein (clause 3.0) will be in full discharge of function to be performed by him and no claim whatsoever shall be against JODA in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
4. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep JODA indemnified all the times and shall bear the losses suffered by JODA in this regard.
5. Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Corporation Authorities/State/ Client / JODA/Central Govt. or any other agency.
6. All designs and drawings shall be the property of JODA. The name and logo of JODA shall be predominantly displayed on all the drawings and documents. The consultant shall not put his name or firm's name on any of the documents/drawings on the DPR. The name of consultant shall be written as Associate Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.
7. The originals of approved completion drawings shall be on good quality reproducible tracing paper and soft copy of all the drawings & design shall have to be given on compact disc (CD). The proprietary rights of all the design shall remain with JODA.

8. The consultant shall be required to sign an Agreement with JODA within 30-days of the receipt of LOA based on these terms & conditions.
9. Recovery/Penalties can be recovered from the consultancy fee/EMD/BG of the other works that the consultant is doing or would be doing for JODA at that time.

21.0 FORECLOSURE OF CONTRACT BY JODA/OWNER

If at any time after the commencement of the work JODA shall for any reason whatsoever if required to foreclose the work or is not required to complete the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

22.0 SUSPENSION OF WORKS

- (a) The consultant shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
 - i) On account of any default on part of the consultant, or
 - ii) For proper execution of the works or part thereof for reason other than the default of the consultant, or
 - iii) If the work is partly or fully abandoned/suspended by JODA/clients for any reasons

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

- (b) If the suspension is ordered for reasons (ii) and (iii) in sub-Para (a) above.
 - i) The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
 - ii) In the event of the consultant treating the suspension as an abandonment of the Contract by JODA, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

Section-4

CRITERIA AND EVALUATION (FOR TENDERS INVITED ON QUALITY AND COST BASED SYSTEM)

Section-4

CRITERIA AND EVALUATION

(For tenders invited on Quality cum cost based System)

The detailed criteria for evaluation of tenders invited on Quality and Cost based system shall be as under:

1.0 **Technical Evaluation:**

To become eligible for Technical Bid Evaluation, the bidder must meet the Minimum Eligibility Criteria as per NIT. (Only the bids, meeting the minimum eligibility criteria, as per NIT, will be considered for Stage-A & Stage-B evaluation)

1.1 **STAGE – A :**

Marks system for the evaluation is as under: **(35 Marks)**

1. Project Capabilities		
Work Experience : Experience of Architectural & Consultancy services for successfully completed similar works		20 Marks
(i)	Minimum Technical Eligibility Criteria as per NIT	10
(ii)	Twice the Minimum Technical Eligibility Criteria	15
(iii)	Thrice the Minimum Technical Eligibility Criteria or more	20
(iv)	In between (i) to (iii) – on pro-rata basis	
2. In-house Manpower		
In-House (i.e. on-roll) Manpower (to be supported with CV, Form 16/16A/26AS and latest Salary Slips) for Assignment		15 Marks
(i)	One of the Director/Partner/Chief Architect/Proprietor of company should be registered with 'Council of Architecture' & should have minimum 15 years of experience in Architectural & Consultancy work	02
(ii)	The bidder shall have adequate technical staff (i.e. Graduate in architecture) in house – ❖ Minimum Five Architects (in house) 02 Marks ❖ After Five Architects, for Each Additional Architect 0.5 Mark	07
(iii)	Key Personnel to be assigned as part of Project Team :	

	Team Leader should be Graduate in Architecture in First Class & registered with COA and should have minimum 07 years' experience and should be Employed with the Bidder for a minimum period of 03 years (to be supported with Certified copy of Appointment/ Offer letter/ Form 16/16A/26AS)	02 Marks	06
	More than 07 years' experience, 0.5 Mark for each Additional year of Experience	(Max. up to 04 marks)	
	Total Marks		35

1.2 **STAGE-B:** Design Concept Presentation

The tenderers short listed after meeting the minimum eligibility criteria, shall also be invited for participating in the design concept Competition by way of presentation before the Committee constituted for the purpose by JODA.

The Architect firm/Consultant shall bring Soft copy of their Design concept and related details at the time of presentation. The concept design shall incorporate all the parameters as mentioned below under Evaluation Criteria. The time and venue for presentation will be intimated separately.

The committee shall evaluate the presentation on design concept and would assign the marks independently and then the assigned marks would be averaged out.

The consultant shall have no right to challenge the marks assigned by the committee and, committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

The committee shall evaluate the design concept of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated here in under.

Evaluation Criteria of the Design Concept Presentation

A.	Master Planning & Zoning	18 Marks
(i)	Cost effective Site Utilization & Grouping of Functions, Economical design.	06
(ii)	Site Orientation: Massing (Compactness), Circulation (integration), Landscape blending with existing profile	06
(iii)	Knowledge of Building Bylaws and Statutory Requirements of respective local bodies/Municipalities, etc. for which the bidder should visit the site (s) before submission of Bid.	06
B.	Design Concept Planning	37 Marks
(i)	Aesthetics, Green Building Features, Disaster resistant methods / Technologies, Infrastructure for persons with disabilities.	07
(ii)	Design philosophy & approach, work methodology, work processes and systems employed by bidder in its organization and how these worked to tackle the project specific complexities and challenges with their impact & outcome	07
(iii)	Incorporation of Environmental Friendly and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials and maximisation of retention of existing trees at site.	07
(iv)	Principles of Life Cycle Cost and accomplished Advance/ Latest Technologies and innovative materials & Finishes (other than conventional Technologies/materials) proposed to be used in the Project. The proposed Life Cycle Cost analysis and new technology (ies) should demonstrate the time and /or cost effectiveness along with demonstration/working out of overall estimated cost of the project based on various design features/parameters proposed by him.	09
(v)	Innovative Modern and/or Contemporary, State of the Art Architectural features.	07
C.	Presentation	10 Marks
(i)	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members.	10
	Total Marks	65 Marks

The bidders securing 70% & above marks in aggregate in Stage-A & Stage-B combined will qualify for Opening of Financial Bid.

Combined Technical score of Stage-A & Stage-B shall be "St" as under:

St = Total marks of bidder in {Stage-A & Stage-B}

2.0 Financial Evaluation

The Financial bid of those tenderers whose documents are found to be in order and who qualify in Technical evaluation will be opened after the Design concept presentation as per notification.

The lowest Financial Bid (**F_m**) will be given a financial score (**S_f**) of 100 points.

The financial scores (**S_f**) of the other Financial Bids will be determined using the following formula:

$$\mathbf{S_f = 100 \times F_m / F}$$

In which,

S_f is the financial score,

F_m is the lowest Financial Bid, and

F is the Financial Bid under consideration.

3.0 Final Evaluation of Bid

The final selection shall be based on QCBS i.e Quality and Cost based Selection.

Bids will finally be ranked in accordance with their combined technical (**S_t**) and financial (**S_f**) scores:

$$\mathbf{S = S_t \times T_w + S_f \times F_w}$$

Where,

S is the combined score, and

T_w and **F_w** are weights assigned to Technical Bid and Financial Bid that will be 0.70:0.30 respectively.

The bidder achieving the highest combined technical and financial score will be considered to be the successful Applicant and work shall be awarded to the bidder.

Section-5

FINANCIAL PROPOSAL

FINANCIAL BID

NAME OF WORK : Consultancy work for Preparation of Detailed Project Report for at Jodhpur, Rajasthan

NAME OF ARCHITECT FIRM/CONSULTANT : -----

Sl. No.	Description	Consultancy fee to be quoted in percentage	
		(in fig.)	(in words)
1.	<p>THE FEES FOR Consultancy work for Preparation of Detailed Project Report forat Jodhpur, Rajasthan AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE TENDER/CONTRACT DOCUMENT INCLUDING GST.</p> <p>The Consultant is required to quote rate for Consultancy Fee as percentage of Estimated Construction Cost i.e Percentage of Rs.</p> <p>Additional Payment @ of Rs. 30,000/- (inclusive of GST, Taxes) per minute (maximum of 10 minutes) shall be made for preparation and presenting the Documentary Film of the Project Development.</p>	<p>_____%</p> <p>(Please note that Consultant should not fill any kind of rates here in these columns and should quote their Rates only in BOQ attached in Excel Format. Filling up of Rates in these columns will Disqualify the Consultants. These Columns should be left blank only. These are for just reference only)</p>	<p>(Please note that Consultant should not fill any kind of rates here in these columns and should quote their Rates only in BOQ attached in Excel Format. Filling up of Rates in these columns will Disqualify the Consultants. These Columns should be left blank only. These are for just reference only)</p>

Signature & Stamp of Tenderers

Section-6

FORMATS & ANNEXURES

ATTESTED BY (NOTARY PUBLIC)

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

The Secretary,
Jodhpur Development Authority (JODA),
Jodhpur, Rajasthan

In consideration of Jodhpur Development Authority, having its Registered Office at Opposite Railway Hospital, Ratanada, Jodhpur-342001 (hereinafter called "JODA") which expression shall unless repugnant to the subject or context include its successors and assigns, having awarded a work order/contract / supply order No. _____ Dated _____ (hereinafter called "the said contract") to M/s. _____ having its registered Head Office at _____ (hereinafter called the Architect/ Consultant firm) which expression shall unless repugnant to the subject or context includes its successors and assigns at a total price of Rs. _____ subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the the Architect/ Consultant firm to furnish a bank guarantee for Rs. _____ (Rupees. _____) being _____% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the _____ Bank, (hereinafter called "The Bank") which expression shall unless repugnant to the subject or context include its successors and assigns) having our registered office at _____ and branch office at _____ hereby unconditionally and irrevocably undertake and guarantee payment to JODA forthwith on the same day on demand in writing and without protest or demurof any and all moneys payable by the Architect/ Consultant firm to JODA under, in respect or in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by JODA by reason of any breach by the the Architect/ Consultant firm of any of the terms and conditions contained in the contract as specified in the notice of demand made by JODA to the bank with reference to this guarantee up to and aggregate limit of Rs. _____ (Rupees _____ only)
the bank hereby agrees with JODA that:

1. This Guarantee shall be continuing guarantee and shall remain valid and irrevocable for all claims of JODA and liabilities of Architect/ Consultant firm till the date of expiry of BG i.e. _____. The claim period of the Bank Guarantee shall be for a period of 12 Months after the date of expiry of BG.
2. JODA shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary anyof the terms and conditions of the said contract or to extend time for performance of contract by the the Architect/ Consultant firm from time to time or to postpone

for any time or from time to time any of the powers exercisable by JODA against the the Architect/ Consultant firm under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of JODA or any indulgence by JODA to the Architect/ Consultant firm or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

3. This guarantee shall be in addition to any other guarantee or security whatsoever JODA may now or at any time have in relation to the performance of the works/equipment and JODA shall have full authority to take re-course or to enforce this security in preference to any other guarantee or security which the JODA may have or obtained and no forbearance on the part of JODA in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Architect/ Consultant firm, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to JODA in terms thereof are paid by the Bank or till expiry of the Bank Guarantee including claim period of Bank Guarantee, whichever is earlier.
5. The Bank Guarantee in no event be terminable, for any change in the constitution of the Guarantor Bank or for any other reasons whatsoever and the liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without knowledge or consent of JODA, by or between the Architect/ Consultant firm and the Bank.
6. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Architect/ Consultant firm (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the Architect/ Consultant firm stopping or preventing or purporting to stop or prevent any payment by the Bank to JODA in terms hereof.
7. The amount stated in any notice of demand addressed by JODA to the Guarantor as liable to be paid to JODA by the Architect/ Consultant firm or as suffered or incurred by JODA on account of any losses or damages, costs, charges and / or expenses shall as between the Bank and JODA be conclusive of the amount so liable to be paid to JODA or suffered or incurred by JODA as the case may be and payable by the Guarantor to JODA in terms hereof subject to a maximum of Rs..... (Rupeesonly).
8. Unless demand or claim under this Guarantee is made on the Guarantor in writing within 12 Months after the date of expiry of the Guarantee, the Guarantor shall be discharged from all liabilities under this Guarantee there under.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. (Rupees. only). This guarantee will expire on..... Any claim under this Guarantee must be received by us within 12 Months after the date of expiry.

Signed this day of at.....

For and on behalf of Bank

WITNESS.

1. _____

2. _____

FORM OF EXTENSION OF BANK GUARANTEE

(On Non-judicial stamp paper of same value on which original BG was executed)

Ref. No.:

Date:

To,
JODA,

Dear Sir

Subject: Extension of Bank Guarantee Nofor
.....(indicate value of Bank
Guarantee).....favouring yourselves expiring on
..... on account of M/s(Name of
Contractor/Supplier).....in respect of contract for
.....(insert contract name)....., hereafter called original Bank
Guarantee)

At the request of M/s, we..... Bank branch office at
..... and having its Head office atdo hereby extend our
liability under the above mentioned guarantee Nodated
..... for a further period ofyear/ months from
..... to expire on.....

Except as provided above, all other terms and conditions of original Bank
Guarantee No.dated shall remain
unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would
be deemed to have been attached.

Signature.....
Name.....
Designation.....
Authorised vide Power
of Attorney No.....

Dated.....

AGREEMENT FORM

This agreement made this day of -----(Month)----- (Year) , between the Jodhpur Development Authority (JODA), having its Registered Office at Opposite Railway Hospital, Ratanada, Jodhpur-342001 (hereinafter referred to as the "JODA" which expression shall include its administrators, successors, executors and assigns) of the one part and -----(hereinafter referred to as the "Consultant" which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, JODA, has desirous of construction of "-----" (hereinafter referred to as the "PROJECT") on behalf of the ----- (hereinafter referred to as "Client") as Project Management Consultant (PMC), had invited tenders as per Tender documents vide NIT No. ----- Date -----and Corrigendum No. -----& Amendment No. -----dated----- uploaded on website for Engaging Architects / Architectural Firms for Architectural planning, Designing and Detailing ----- .

AND WHEREAS ----- had participated in the above referred tender vide their TECHNICAL & Financial Bid ----- dated ----- and subsequent clarifications vide letter ----- dated ----- -- in response to JODA's letter No. ----- dated ----- .

JODA has accepted their aforesaid tender and awarded the contract for Consultancy Services for Architectural planning, Designing and Detailing of ----- vide Letter of Award No.dated -----which have been unequivocally accepted by ----- vide their acceptance dated ----- .

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT

1.1 SCOPE OF WORK

JODA has awarded the contract to -----for the work of Architectural planning, Designing and Detailing of ----- as per contract document defined in Article 2.0 below. The award has taken effect from 10th day of issue of aforesaid Letter of Award (LOA). The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

a) JODA's Notice Inviting Tender vide NIT No. ----- Dated ----- comprising tender document (Section --- to -----).

- b) Corrigendum No. -----& Amendment No. ----- dated----- .
- c) -----Vide Technical & Financial Bid -----dated----- .
- d) JODA letter no. Dated.....
- e) Clarifications vide letter dated

2.2 JODA's Letter of Award dated

2.3 Minutes of the kick off meeting held on-----.

2.4 All the aforesaid contract documents referred to in Para 2.1 to 2.3 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by JODA. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Consultant in its "TENDER" but not agreed to specifically by JODA in its Letter of Award, shall be deemed to have been withdrawn by the Consultant without any cost implication to JODA. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Award shall be referred to as the "Contract".

ARTICLE 3.0 – CONDITIONS & CONVENANTS

3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in aforesaid contract documents. The contract shall be duly performed by the Consultant strictly and faithfully in accordance with the terms of this contract.

3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the contract documents.

3.3 Consultant shall adhere to all requirements stipulated in the Contract documents.

3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents.

3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

3.6 The total Consultancy fee for the entire scope of this contract as detailed in Letter of Award (LOA) is -----% (----- percent

only) is inclusive of GST on actual cost of the project on completion or cost approved as per DPR or Estimated cost whichever is Lower, which shall be governed by the stipulations of the contract documents.

ARTICLE 4.0 – NO WAIVER OF RIGHTS

4.1 Neither the inspection by JODA or the Engineer-in-Charge or Client or any of their officials, employees or agents nor order by JODA or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by JODA or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to JODA, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Jodhpur Court (s) only.

5.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at -----

For and on behalf of:

(Name of Architect firm/Consultant)

For and on behalf of:

Jodhpur Development Authority.

WITNESS:

1.

2.

WITNESS:

1.

2.

AFFIDAVIT

**(To be submitted by bidder on non-judicial stamp paper of Rs. 1000/-
(Rupees Thousand only) duly attached by Notary Public)**

(To be submitted in Envelope-1)

Affidavit of Mr.....S/o.....

R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s
Having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates/Bank Guarantee(s)
submitted by M/s..... along with the tender for
(Name of work).....To Jodhpur Development Authority, Jodhpur are
genuine and true and nothing has been concealed.
3. I shall have no objection in case Jodhpur Development Authority, Jodhpur
verifies those from issuing authority(ies). I shall also have no objection in
providing the original copy of the document(s), in case Jodhpur Development
Authority, Jodhpur demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate
submitted by me found to be incorrect / false / fabricated, Jodhpur
Development Authority, Jodhpur at its discretion may disqualify / reject /
terminate the bid/contract and also forfeit the EMD / All dues as per Jodhpur
Development Authority, Jodhpur policy.

I,, the Proprietor / Authorised signatory of
M/s..... do hereby confirm that the contents of the
above Affidavit are true to my knowledge and nothing has been concealed
there from..... and that no part of it is false.

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

ACCEPTANCE OF TENDER CONDITIONS

From: *(To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney/as per Board Resolution)*

To
Jodhpur Development Authority, Jodhpur,

Sub: Name of the work & NIT No.:

Sir,

- 1 This has reference to above referred tender. I/We have read/viewed all the tender terms & conditions and are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- 2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.

Yours faithfully,

(Signature of the tenderer)
With rubber stamp

Dated _____

Annexure-IV**GENERAL INFORMATION**

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Details of Registration of Proprietor/Partners/Directors with various Institutions	
8.	Name of Directors/Partners in the organization and their status along with their qualifications.	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with JODA (Attach copy of power of Attorney)	
10.	Organization Chart of Key Personnel	
11.	Details of Awards/Appreciations supported with document to be submitted.	
12.	Bank Details	

	Name of the Bank:	
	Account Number:	
	IFS Code:	
	Name & Address of the Branch:	
	MICR Code:	

Signature of Bidder with Seal

Annexure-V

Organization setup of the company

(Details to be furnished in the following format)

S. No.	Name	Designation	Qualification	Professional Experience and details of work carried out	Years with firm	Remarks

Signature of Bidder with Seal

Annexure-VI

Tender for: -----

**DETAILS OF EXPERIENCE CERTIFICATES FOR THE WORK EXECUTED
DURING LAST 10 YEARS**

S. N.	Name of work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of the Work on completion	Value of TDS in case of Private Work	Reference and Page No. of Documentary Proof of the detail missing in completion certificate
1.								
2.								
3.								
4.								
5.								
6.								

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Annexure-VII

Name of the Client with Address, email & phone no.

Dispatch No.....

Date:

PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS

Name of Consultant: -----

1	Name of work/project location	
2	Name and Address of Clients	
3	Agreement Amount	
4	Cost of work on Completion	
5	Date of Start	
6	Stipulated date of completion	
7	Actual date of completion	
8	Amount of compensation levied for delayed completion, if any	
9	Type of work :Residential/ Non-Residential Building	
10	Built Up Area of Residential Component	
11	Built Up Area of Non Residential Component	
12	Total Built Up Area (Residential + Non Residential)	
13	Maximum Height of any Building of this work	
14	Maximum no of storeys of any building of this work	

15	Performance Report	Outstanding	Very Good	Good	Poor
(a)	Quality of work				
(b)	Resourcefulness				
(c)	Financial soundness				
(d)	Technical Proficiency				
(e)	General behavior				

**Date, Name & Designation,
Signature with Seal
of the Issuing Authority**

Annexure-VIII

PROFORMA FOR ON ROLL MANPOWER

Sr. No.	Name of Employee	Qualification	Designation	No. of Years with the Company	Total Experience in years
A.	Director/Partner/Chief Architect/Proprietor of company				
1					
2					
B.	Notified Team Leader				
1					
C.	Notified Project Manager				
1					
D.	Architect (s)				
1					
2					
3					
4					
5					
6					

- Attach Copies of CVs duly attested by the individual as well as by the authorised signatory of the company.
- Attach Copies of Qualification, FORM-16/16A/26AS and latest salary slips duly certified by the individual as well as by authorised signatory of the company.
- For Team leader and Project manager, in support of claimed experience associated with the Bidder, certified copy of Appointment/Offer letter (duly certified by the individual as well as by authorised signatory of the company) shall also be attached.
- In case of non-submission of any of the supporting document, Zero mark will be given in the respective category.

Signature of Bidder with Seal

Annexure-IX

Tender for: -----

DETAILS OF SIMILAR WORKS EXECUTED DURING LAST 10 YEARS

S. No.	Name of Work for which Experience Certificate has been submitted	Name of Clients	Date and No. of Completion Certificate	Type of Work i.e. Residential or Non Residential	No. of Basements	No. of Storey	Height of Building	Ref. & Page No. of Documentary Proof of the detail missing in completion certificate
1								
2								
3								
4								
5								
6								

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Annexure-X

Name of Bidder-----

TURN OVER FOR LAST THREE YEARS

I. Financial Analysis: This certificate is to be submitted in original along with the Bid Documents.

		1 st FY Rs. (In Lacs)	2 nd FY Rs. (In Lacs)	3 rd FY (Last day of preceding Financial Year) Rs. (In Lacs)	Average Annual Turnover Rs. (In Lacs)
		a	B	c	(a+b+c)/3
(i)	Annual Turnover for the Financial Year (FY)				

II. Summarised page of Profit & Loss Account of previous three Financial Years is to be enclosed.

**Signature of Chartered Accountant
with Seal**

**Signature of the Bidder
with Seal**

Annexure-XI

TDS DETAILS FOR PRIVATE SECTOR PROJECTS

S. No.	Name of work	Name of Clients	Project Cost in Crores	Ref. No. and Date of issue of Completion Certificate	Cost of the work on completion in crores	Total Consultancy Fee for the Project In Lakhs	Payments received as per TDS in Lakhs	TDS Corresponding to the payments	Year wise TDS as per Form-26AS relating to the work
1.									
2.									
3.									
4.									
5.									
6.									

Note: Value of Work done will be considered commensurate with TDS Certificates

In case of multiple contracts undertaken from a Client, details of TDS/Form 26AS for each work mentioned above need to be segregated and given separately.

This form need to be supported with Form-26AS taken in HTML Format or Form-16A

Signature of Bidder with Seal

**Signature of Chartered
Accountant with Stamp and
Membership Number**

Annexure XII**Details of Associate Consultants**

S. No.	Description	Details
1	Structural Consultant	
2	Façade Designer	
3	Interior Designer	
4	Electrical Consultant	
5	Plumbing & Fire Consultant	
6	Acoustic Consultant	
7	Traffic & Parking Consultant	
8	Environment Consultant	
9	Green Building Consultant	
10	Lighting Consultant	
11	HVAC Consultant	
12	Landscape Consultant	
13	Audio Visual Consultant	
14	I.T. System Consultant	
15	Consultant for any other special Work	

Signature of Applicant with seal

GST Registration Details

Sr. No.	Consultant / Vender Details	
1	Entity Name	
2	Address (As per registration with GST)	
3	City	
4	Postal Code	
5	Region/ State (Complete state Name)	
6	Permanent Account Number	
7	GSTN/ ARN/ UID/ Provisional ID No. (Copy of Acknowledgement required)	
8	Type of Business (As per registration with GST)	
9	Service Accounting Code/ HSN Code	
10	Contact Person	
11	Phone Number and Mobile Number	
12	E-mail ID	
13	Compliance Rating (If updated by GSTN)	

Signature of Applicant with seal

Annexure - XIV

Performa for Details of Client Organization in respect of Work Experience Certificates

(Details to be provided by the Bidder in respect of the work Experience Certificates submitted along with the Tender)

Details of client organization							
Sl. No.	Name of the Work	Name and Designation of the Experience certificate issuing authority with phone/contact number and working e-mail ID	Name, phone/contact number and working e-mail ID of the highest authority heading the project	Name of Head of the organization	Complete Postal address	E-mail ID	Phone no.
1.							
2.							
3.							

Seal and Signature of Bidder