

**Package - II List**

<b>Zone - Jaipur- II</b>			
<b>S. No.</b>	<b>Division</b>	<b>Total Nos</b>	<b>Amount (in lacs)</b>
1	Banswara	114	18898.00
2	Bharatpur	68	34093.00
3	Chittorgarh	28	21610.00
4	Jaipur-I	48	14668.17
5	Kota	38	14102.00
6	Sawai Madhopur	40	12160.00
	<b>Total</b>	<b>336</b>	<b>115531.17</b>

## Package - 2 (Zone Jaipur-II)

\* The name and value of works is indicative and no extra payment will be made for increasing the cost of works upto 10% value of package as some of the works are in progress and likely to be completed the final value of works shall be fixed at the time of award of contract during negotiation.

S. No.	Name of Division	New District	Type of facility	Name of Facility	Year of Sanction	A&F sanction (in lakhs)
1	2	3	4	5	6	7
1	Banswara	Banswara	BCMO Office	Arthuna	2023-24	110.00
2	Banswara	Banswara	BCMO Office	Gangartalai	2023-24	110.00
3	Banswara	Banswara	CHC	Sallopat	2023-24	536.00
4	Banswara	Banswara	CHC	Mokampura	2023-24	536.00
5	Banswara	Banswara	PHC	Rohanwadi	2023-24	143.00
6	Banswara	Banswara	PHC	Chaja	2023-24	143.00
7	Banswara	Banswara	PHC	Jiwakhunta	2023-24	143.00
8	Banswara	Banswara	PHC	Patiya galiya	2023-24	143.00
9	Banswara	Banswara	PHC	BadiSarwa	2023-24	143.00
10	Banswara	Banswara	SDH	Kushalgarh	2023-24	4093.00
11	Banswara	Banswara	SDH	Bagidora	2023-24	4093.00
12	Banswara	Banswara	SHC	Kanji Ka Gara	2023-24	38.00
13	Banswara	Banswara	SHC	Borwaniya	2023-24	38.00
14	Banswara	Banswara	SHC	Badlipada	2023-24	38.00
15	Banswara	Banswara	SHC	Odaa	2023-24	38.00
16	Banswara	Banswara	SHC	Saredi Choti	2023-24	38.00
17	Banswara	Banswara	SHC	Chirawala Gara	2023-24	38.00
18	Banswara	Banswara	SHC	Nagwala	2023-24	38.00
19	Banswara	Banswara	SHC	SonaMagri	2023-24	38.00
20	Banswara	Banswara	SHC	Kanpura	2023-24	38.00
21	Banswara	Banswara	SHC	Ganeshpura	2023-24	38.00
22	Banswara	Banswara	SHC	Dangal	2023-24	38.00
23	Banswara	Banswara	SHC	Chachakota	2023-24	38.00
24	Banswara	Banswara	SHC	Devgarh	2023-24	38.00
25	Banswara	Banswara	SHC	Gara	2023-24	38.00
26	Banswara	Banswara	SHC	Upla Ghantala	2023-24	38.00
27	Banswara	Banswara	SHC	Mandela Pada	2023-24	38.00
28	Banswara	Banswara	SHC	Bhawarda	2023-24	38.00
29	Banswara	Banswara	SHC	Semaliya	2023-24	38.00

S. No.	Name of Division	New District	Type of facility	Name of Facility	Year of Sanction	A&F sanction (in lakhs)
30	Banswara	Banswara	SHC	Saaranpur	2023-24	38.00
31	Banswara	Banswara	SHC	Bilipada	2023-24	38.00
32	Banswara	Banswara	SHC	Khajura	2023-24	38.00
33	Banswara	Banswara	SHC	Gopalpura	2023-24	38.00
34	Banswara	Banswara	SHC	Bhimpura	2023-24	38.00
35	Banswara	Banswara	SHC	Mundadi	2023-24	38.00
36	Banswara	Banswara	SHC	Devdasath	2023-24	38.00
37	Banswara	Banswara	SHC	Varsala	2023-24	38.00
38	Banswara	Banswara	SHC	Sarona	2023-24	38.00
39	Banswara	Banswara	SHC	Bawdipada	2023-24	38.00
40	Banswara	Banswara	SHC	Khunda	2023-24	38.00
41	Banswara	Banswara	SHC	Macharasath	2023-24	38.00
42	Banswara	Banswara	SHC	Goda	2023-24	38.00
43	Banswara	Banswara	SHC	Nayagaon	2023-24	38.00
44	Banswara	Banswara	SHC	Pali Choti	2023-24	38.00
45	Banswara	Banswara	SHC	Mahudi Maskali	2023-24	38.00
46	Banswara	Banswara	SHC	Soranagala	2023-24	38.00
47	Banswara	Banswara	SHC	Dabrimaal	2023-24	38.00
48	Banswara	Banswara	SHC	Ramgarh	2023-24	38.00
49	Banswara	Banswara	SHC	Khodipli	2023-24	38.00
50	Banswara	Banswara	SHC	Bhilwan	2023-24	38.00
51	Banswara	Banswara	SHC	Ragawa	2023-24	38.00
52	Banswara	Banswara	SHC	Faatikhan Khewadiya	2023-24	38.00
53	Banswara	Banswara	SHC	Pratapnagar	2023-24	38.00
54	Banswara	Banswara	SHC	Bortiya Talai	2023-24	38.00
55	Banswara	Banswara	SHC	Pithapura	2023-24	38.00
56	Banswara	Dungarpur	BCMO Office	Chikhali	2023-24	110.00
57	Banswara	Dungarpur	BCMO Office	Dovda	2023-24	110.00
58	Banswara	Dungarpur	BCMO Office	Galiyakot	2023-24	110.00
59	Banswara	Dungarpur	BCMO Office	Jhothedi	2023-24	110.00
60	Banswara	Dungarpur	BCMO Office	Sabla	2023-24	110.00
61	Banswara	Dungarpur	CHC	Paldeval	2023-24	536.00
62	Banswara	Dungarpur	CHC	Ramgarh	2023-24	536.00

S. No.	Name of Division	New District	Type of facility	Name of Facility	Year of Sanction	A&F sanction (in lakhs)
63	Banswara	Dungarpur	CHC	Majhola	2023-24	536.00
64	Banswara	Dungarpur	CHC	Punali	2023-24	536.00
65	Banswara	Dungarpur	CHC	Bhiluda	2023-24	536.00
66	Banswara	Dungarpur	CHC	Tamatiya	2023-24	536.00
67	Banswara	Dungarpur	PHC	Jethana	2023-24	143.00
68	Banswara	Dungarpur	PHC	Varda	2023-24	143.00
69	Banswara	Dungarpur	PHC	Padardi Badi	2023-24	143.00
70	Banswara	Dungarpur	PHC	Ghati Mohalla	2023-24	143.00
71	Banswara	Dungarpur	PHC	Divda Bada	2023-24	143.00
72	Banswara	Dungarpur	PHC	Naya Gaon	2023-24	143.00
73	Banswara	Dungarpur	PHC	Dariyati	2023-24	143.00
74	Banswara	Dungarpur	PHC	Sarthuna	2023-24	143.00
75	Banswara	Dungarpur	SHC	Chani	2023-24	38.00
76	Banswara	Dungarpur	SHC	Kishanpura	2023-24	38.00
77	Banswara	Dungarpur	SHC	Padala Hadaliya	2023-24	38.00
78	Banswara	Dungarpur	SHC	Sukhpadar	2023-24	38.00
79	Banswara	Dungarpur	SHC	Sujatalai	2023-24	38.00
80	Banswara	Dungarpur	SHC	Limdi	2023-24	38.00
81	Banswara	Pratapgarh	CHC	Dalot	2023-24	536.00
82	Banswara	Pratapgarh	PHC	Nalwa	2023-24	143.00
83	Banswara	Pratapgarh	SHC	Khungarh	2023-24	38.00
84	Banswara	Pratapgarh	SHC	Juna Boriya	2023-24	38.00
85	Banswara	Pratapgarh	SHC	Lodi Mandvi	2023-24	38.00
86	Banswara	Pratapgarh	SHC	Bhatkhedi	2023-24	38.00
87	Banswara	Pratapgarh	SHC	Haripura	2023-24	38.00
88	Banswara	Pratapgarh	SHC	Chandera	2023-24	38.00
89	Banswara	Pratapgarh	SHC	Mangri	2023-24	38.00
90	Banswara	Pratapgarh	SHC	Bambori	2023-24	38.00
91	Banswara	Pratapgarh	SHC	Valiseema	2023-24	38.00
92	Banswara	Pratapgarh	SHC	Parwariya Sag	2023-24	38.00
93	Banswara	Pratapgarh	SHC	Odwada	2023-24	38.00
94	Banswara	Pratapgarh	SHC	Khamardi kheda	2023-24	38.00
95	Banswara	Pratapgarh	SHC	Ghotarsi	2023-24	38.00
96	Banswara	Pratapgarh	SHC	Machlala	2023-24	38.00

S. No.	Name of Division	New District	Type of facility	Name of Facility	Year of Sanction	A&F sanction (in lakhs)
97	Banswara	Pratapgarh	SHC	Mota Mayanga	2023-24	38.00
98	Banswara	Pratapgarh	SHC	Dhariyakhedi	2023-24	38.00
99	Banswara	Pratapgarh	SHC	Mota Dhamaniya	2023-24	38.00
100	Banswara	Pratapgarh	SHC	Talaya	2023-24	38.00
101	Banswara	Pratapgarh	SHC	Datiya	2023-24	38.00
102	Banswara	Pratapgarh	SHC	Bhachundala	2023-24	38.00
103	Banswara	Pratapgarh	SHC	Kodineri	2023-24	38.00
104	Banswara	Pratapgarh	SHC	Nagdi	2023-24	38.00
105	Banswara	Pratapgarh	SHC	Lalgarh	2023-24	38.00
106	Banswara	Pratapgarh	SHC	Basedi Khundla	2023-24	38.00
107	Banswara	Pratapgarh	SHC	Dhavta	2023-24	38.00
108	Banswara	Pratapgarh	SHC	Hadamatiya Jangir	2023-24	38.00
109	Banswara	Pratapgarh	SHC	Vagatpura	2023-24	38.00
110	Banswara	Pratapgarh	SHC	Shivpuri	2023-24	38.00
111	Banswara	Pratapgarh	SHC	Pipalda	2023-24	38.00
112	Banswara	Pratapgarh	SHC	Charniya	2023-24	38.00
113	Banswara	Pratapgarh	SHC	Naalpada	2023-24	38.00
114	Banswara	Pratapgarh	SHC	Kakarwapada	2023-24	38.00
115	Bharatpur	Bharatpur	CHC	Jheel Ka Wada	2023-24	536.00
116	Bharatpur	Bharatpur	CHC	Sewar	2023-24	536.00
117	Bharatpur	Bharatpur	CHC	Khanuwa	2023-24	536.00
118	Bharatpur	Bharatpur	CHC	Bahnera	2023-24	536.00
119	Bharatpur	Bharatpur	CHC	Lalta Mudiya	2023-24	536.00
120	Bharatpur	Bharatpur	CHC	Chandnpura	2023-24	536.00
121	Bharatpur	Bharatpur	PHC	Moroli Kalan	2023-24	143.00
122	Bharatpur	Bharatpur	PHC	Selempur Khurd	2023-24	143.00
123	Bharatpur	Bharatpur	PHC	Siras	2023-24	143.00
124	Bharatpur	Bharatpur	PHC	Phulwara	2023-24	143.00
125	Bharatpur	Bharatpur	PHC	Jhalatala	2023-24	143.00
126	Bharatpur	Bharatpur	PHC	Barkheda	2023-24	143.00
127	Bharatpur	Bharatpur	PHC	Niyotha	2023-24	143.00
128	Bharatpur	Bharatpur	PHC	Ghatoli Tiraha	2023-24	143.00
129	Bharatpur	Bharatpur	PHC	Milakpur	2023-24	143.00
130	Bharatpur	Bharatpur	PHC	Basai	2023-24	143.00

S. No.	Name of Division	New District	Type of facility	Name of Facility	Year of Sanction	A&F sanction (in lakhs)
131	Bharatpur	Bharatpur	SDH	Weir	2023-24	4093.00
132	Bharatpur	Bharatpur	SDH	Nagar	2022-23	4093.00
133	Bharatpur	Bharatpur	SHC	Lehchhora Kalan	2023-24	38.00
134	Bharatpur	Deeg	BCMO Office	Pahadi	2023-24	110.00
135	Bharatpur	Deeg	CHC	Awar	2023-24	536.00
136	Bharatpur	Deeg	CHC	Gulpada	2023-24	536.00
137	Bharatpur	Deeg	CHC	Bahaj	2023-24	536.00
138	Bharatpur	Deeg	PHC	Sahsan	2023-24	143.00
139	Bharatpur	Deeg	PHC	Uwar	2023-24	143.00
140	Bharatpur	Deeg	PHC	Ghatmeeka	2023-24	143.00
141	Bharatpur	Deeg	SHC	Jurhari	2023-24	38.00
142	Bharatpur	Dholpur	BCMO Office	Saipau	2023-24	110.00
143	Bharatpur	Dholpur	CHC	Marena	2023-24	536.00
144	Bharatpur	Dholpur	CHC	Nadanpur	2023-24	536.00
145	Bharatpur	Dholpur	DH	Badi	2023-24	5088.00
146	Bharatpur	Dholpur	PHC	Chhaproli	2023-24	143.00
147	Bharatpur	Dholpur	PHC	Jarga	2023-24	143.00
148	Bharatpur	Dholpur	PHC	Machhariya	2023-24	143.00
149	Bharatpur	Dholpur	PHC	Boreli	2023-24	143.00
150	Bharatpur	Dholpur	SDH	Rajakheda	2023-24	4093.00
151	Bharatpur	Dholpur	SHC	Barai	2023-24	38.00
152	Bharatpur	Dholpur	SHC	Gurja	2023-24	38.00
153	Bharatpur	Dholpur	SHC	Khanpura	2023-24	38.00
154	Bharatpur	Dholpur	SHC	Shekhpur	2023-24	38.00
155	Bharatpur	Karauli	CHC	Sherpur	2023-24	536.00
156	Bharatpur	Karauli	CHC	Rondhai	2023-24	536.00
157	Bharatpur	Karauli	CHC	Katkad	2023-24	536.00
158	Bharatpur	Karauli	CHC	Jhareda	2023-24	536.00
159	Bharatpur	Karauli	PHC	Nayagaon	2023-24	143.00
160	Bharatpur	Karauli	PHC	Ninder	2023-24	143.00
161	Bharatpur	Karauli	PHC	Bhankra	2023-24	143.00
162	Bharatpur	Karauli	PHC	Konder	2023-24	143.00
163	Bharatpur	Karauli	PHC	Gunesra	2023-24	143.00
164	Bharatpur	Karauli	PHC	Kachhipura	2023-24	143.00

S. No.	Name of Division	New District	Type of facility	Name of Facility	Year of Sanction	A&F sanction (in lakhs)
165	Bharatpur	Karauli	PHC	Khediya	2023-24	143.00
166	Bharatpur	Karauli	PHC	Ratiyapura	2023-24	143.00
167	Bharatpur	Karauli	SDH	Mandrayal	2023-24	4093.00
168	Bharatpur	Karauli	SHC	Bhango	2023-24	38.00
169	Bharatpur	Karauli	SHC	Tokepura	2023-24	38.00
170	Bharatpur	Karauli	SHC	Gwaidana	2023-24	38.00
171	Bharatpur	Karauli	SHC	Amarwad	2023-24	38.00
172	Bharatpur	Karauli	SHC	Kailash Nagar	2023-24	38.00
173	Bharatpur	Karauli	SHC	Akbarpur	2023-24	38.00
174	Bharatpur	Karauli	SHC	Barkheda	2023-24	38.00
175	Bharatpur	Karauli	SHC	Khohri	2023-24	38.00
176	Bharatpur	Karauli	SHC	Naroli	2023-24	38.00
177	Bharatpur	Karauli	SHC	Simir	2023-24	38.00
178	Bharatpur	Karauli	SHC	Nayagaon	2023-24	38.00
179	Bharatpur	Karauli	SHC	Kheep Ka Pura	2023-24	38.00
180	Bharatpur	Karauli	SHC	Souryaa	2023-24	38.00
181	Bharatpur	Karauli	SHC	Dukawali	2023-24	38.00
182	Bharatpur	Karauli	SHC	Patrampura	2023-24	38.00
183	Chittorgarh	Beawer	PHC	Shekhawas	2023-24	143.00
184	Chittorgarh	Beawer	SHC	Biliyawas	2023-24	38.00
185	Chittorgarh	Chittorgarh	CHC	Jawada	2023-24	536.00
186	Chittorgarh	Chittorgarh	CHC	Chanderiya	2023-24	536.00
187	Chittorgarh	Chittorgarh	PHC	Anwalheda	2023-24	143.00
188	Chittorgarh	Chittorgarh	SDH	Begun	2023-24	4093.00
189	Chittorgarh	Chittorgarh	SDH	Rawatbhata	2023-24	4093.00
190	Chittorgarh	Chittorgarh	SDH	Bassi	2023-24	4093.00
191	Chittorgarh	Chittorgarh	SHC	Payari	2023-24	38.00
192	Chittorgarh	Chittorgarh	SHC	Singola	2023-24	38.00
193	Chittorgarh	Chittorgarh	SHC	Faganiya	2023-24	38.00
194	Chittorgarh	Rajsamand	CHC	Kothariya	2023-24	536.00
195	Chittorgarh	Rajsamand	CHC	Shishoda Kalan	2023-24	536.00
196	Chittorgarh	Rajsamand	CHC	Dhaneriya	2023-24	536.00
197	Chittorgarh	Rajsamand	CHC	Nedach	2023-24	536.00
198	Chittorgarh	Rajsamand	CHC	Banediya	2023-24	536.00

S. No.	Name of Division	New District	Type of facility	Name of Facility	Year of Sanction	A&F sanction (in lakhs)
199	Chittorgarh	Rajsamand	PHC	Madariya	2023-24	143.00
200	Chittorgarh	Rajsamand	PHC	Utharada	2023-24	143.00
201	Chittorgarh	Rajsamand	PHC	Upli Odan	2023-24	143.00
202	Chittorgarh	Rajsamand	PHC	Gujol	2023-24	143.00
203	Chittorgarh	Rajsamand	PHC	Samel	2023-24	143.00
204	Chittorgarh	Rajsamand	PHC	Gawardi	2023-24	143.00
205	Chittorgarh	Rajsamand	SDH	Bhim	2023-24	4093.00
206	Chittorgarh	Rajsamand	SHC	Jiran	2023-24	38.00
207	Chittorgarh	Rajsamand	SHC	Maha satiyo Ki Madari	2023-24	38.00
208	Chittorgarh	Rajsamand	SHC	Bharai	2023-24	38.00
209	Chittorgarh	Rajsamand	SHC	Khumanpura	2023-24	38.00
210	Chittorgarh	Rajsamand	SHC	Dunga Ji Ka Gaon	2023-24	38.00
211	Jaipur-I	Jaipur	PHC	Bhatta Basti	2023-24	143.00
212	Jaipur-I	Jaipur	UCHC	Motikatla	2023-24	534.00
213	Jaipur-I	Jaipur	UCHC	Ramganj	2023-24	525.17
214	Jaipur-I	Jaipur-Rural	BCMO Office	Jalsu	2023-24	110.00
215	Jaipur-I	Jaipur-Rural	CHC	Sahiwad	2023-24	536.00
216	Jaipur-I	Jaipur-Rural	CHC	Rojda	2023-24	536.00
217	Jaipur-I	Jaipur-Rural	CHC	Achrol	2023-24	536.00
218	Jaipur-I	Jaipur-Rural	CHC	Dhawali	2023-24	536.00
219	Jaipur-I	Jaipur-Rural	CHC	Radawas	2023-24	536.00
220	Jaipur-I	Jaipur-Rural	PHC	Nangal Bharda	2023-24	143.00
221	Jaipur-I	Jaipur-Rural	SHC	Devipura	2023-24	38.00
222	Jaipur-I	Jaipur-Rural	SHC	Bagdi	2023-24	38.00
223	Jaipur-I	Jaipur-Rural	SHC	Kushalpura (Raisar)	2023-24	38.00
224	Jaipur-I	Jaipur-Rural	SHC	Daulatpura	2023-24	38.00
225	Jaipur-I	Jaipur-Rural	SHC	Kanwarpura	2023-24	38.00
226	Jaipur-I	Jaipur-Rural	SHC	Gopalgarh	2023-24	38.00
227	Jaipur-I	Jaipur-Rural	SHC	Ganwali	2023-24	38.00
228	Jaipur-I	Jaipur-Rural	SHC	Koliwada	2023-24	38.00
229	Jaipur-I	Jaipur-Rural	SHC	Manota	2023-24	38.00
230	Jaipur-I	Jaipur-Rural	SHC	Kelanwas	2023-24	38.00
231	Jaipur-I	Kotputli-Behror	CHC	Majri	2023-24	536.00
232	Jaipur-I	Kotputli-Behror	CHC	Banethi	2023-24	536.00



S. No.	Name of Division	New District	Type of facility	Name of Facility	Year of Sanction	A&F sanction (in lakhs)
233	Jaipur-I	Kotputli-Behror	CHC	Antela	2023-24	536.00
234	Jaipur-I	Kotputli-Behror	CHC	Harsora	2023-24	536.00
235	Jaipur-I	Kotputli-Behror	CHC	Karana	2023-24	536.00
236	Jaipur-I	Kotputli-Behror	CHC	Jakharana	2023-24	536.00
237	Jaipur-I	Kotputli-Behror	PHC	Nayabas	2023-24	143.00
238	Jaipur-I	Kotputli-Behror	PHC	Ajabpura	2023-24	143.00
239	Jaipur-I	Kotputli-Behror	PHC	Rasnali	2023-24	143.00
240	Jaipur-I	Kotputli-Behror	PHC	Bhaloji	2023-24	143.00
241	Jaipur-I	Kotputli-Behror	PHC	Buchara	2023-24	143.00
242	Jaipur-I	Kotputli-Behror	PHC	Bagrana	2023-24	143.00
243	Jaipur-I	Kotputli-Behror	PHC	Pawana Ahir	2023-24	143.00
244	Jaipur-I	Kotputli-Behror	PHC	Basai	2023-24	143.00
245	Jaipur-I	Kotputli-Behror	SDH	Bansur	2022-23	4093.00
246	Jaipur-I	Kotputli-Behror	SHC	Bamanwas	2023-24	38.00
247	Jaipur-I	Kotputli-Behror	SHC	Dhani Gaskaan	2023-24	38.00
248	Jaipur-I	Kotputli-Behror	SHC	Kaarli	2023-24	38.00
249	Jaipur-I	Tonk	CHC	Banetha	2023-24	536.00
250	Jaipur-I	Tonk	CHC	Datwas	2023-24	536.00
251	Jaipur-I	Tonk	PHC	Sirohi	2023-24	143.00
252	Jaipur-I	Tonk	PHC	Devli	2023-24	143.00
253	Jaipur-I	Tonk	SHC	Kuhara Khurd	2023-24	38.00
254	Jaipur-I	Tonk	SHC	Balagarh	2023-24	38.00
255	Jaipur-I	Tonk	SHC	Banadiya Khurd	2023-24	38.00
256	Jaipur-I	Tonk	SHC	Paarli	2023-24	38.00
257	Jaipur-I	Tonk	SHC	Nayagaon	2023-24	38.00
258	Jaipur-I	Tonk	SHC	Sidera	2023-24	38.00
259	Kota	Baran	CHC	Koyla	2023-24	536.00
260	Kota	Baran	CHC	Relawan	2023-24	536.00
261	Kota	Baran	CHC	Motipur	2023-24	536.00
262	Kota	Baran	CHC	Kunjed	2023-24	536.00
263	Kota	Baran	CHC	Paraniya	2023-24	536.00
264	Kota	Baran	CHC	Kasbathana	2023-24	536.00
265	Kota	Baran	PHC	Banjari	2023-24	143.00
266	Kota	Baran	PHC	Sahrod	2023-24	143.00

S. No.	Name of Division	New District	Type of facility	Name of Facility	Year of Sanction	A&F sanction (in lakhs)
267	Kota	Baran	PHC	Bhatwada	2023-24	143.00
268	Kota	Baran	SDH	Anta	2022-23	4093.00
269	Kota	Baran	SDH	Atru	2022-23	4093.00
270	Kota	Baran	SHC	Ajroda	2023-24	38.00
271	Kota	Baran	SHC	Hatri	2023-24	38.00
272	Kota	Baran	SHC	Bhiwadi	2023-24	38.00
273	Kota	Baran	SHC	Uni	2023-24	38.00
274	Kota	Baran	SHC	Khyawada	2023-24	38.00
275	Kota	Baran	SHC	pachlawada	2023-24	38.00
276	Kota	Baran	SHC	Suwas	2023-24	38.00
277	Kota	Baran	SHC	Banda Khurd	2023-24	38.00
278	Kota	Baran	SHC	Khalda	2023-24	38.00
279	Kota	Baran	SHC	Laxmipura Khankhara	2023-24	38.00
280	Kota	Baran	SHC	Sambalpur	2023-24	38.00
281	Kota	Baran	SHC	Diwali	2023-24	38.00
282	Kota	Baran	SHC	Salpura Railway Station	2023-24	38.00
283	Kota	Baran	SHC	Bhaisda	2023-24	38.00
284	Kota	Baran	SHC	Gordhanpura	2023-24	38.00
285	Kota	Baran	SHC	Kharkhada Ramlothan	2023-24	38.00
286	Kota	Baran	SHC	Kadaiyaban	2023-24	38.00
287	Kota	Jhalawar	BCMO Office	Bhawanimandi	2023-24	110.00
288	Kota	Jhalawar	BCMO Office	Aklera	2023-24	110.00
289	Kota	Jhalawar	CHC	Panwad	2023-24	536.00
290	Kota	kota	CHC	Bapawar	2023-24	536.00
291	Kota	Kota	PHC	Jorawarpura	2023-24	143.00
292	Kota	Kota	SHC	Bhonra	2023-24	38.00
293	Kota	Kota	SHC	Duniya	2023-24	38.00
294	Kota	Kota	SHC	Relawad	2023-24	38.00
295	Kota	Kota	SHC	Haripura	2023-24	38.00
296	Kota	Kota	SHC	Jatwada	2023-24	38.00
297	Sawai Madhopur	Bundi	CHC	Namana	2023-24	536.00
298	Sawai Madhopur	Bundi	CHC	Bansi	2023-24	536.00
299	Sawai Madhopur	Bundi	CHC	Raithal	2023-24	536.00
300	Sawai Madhopur	Bundi	PHC	Sathoor	2023-24	143.00

S. No.	Name of Division	New District	Type of facility	Name of Facility	Year of Sanction	A&F sanction (in lakhs)
301	Sawai Madhopur	Bundi	PHC	Ghat Ka Barana	2023-24	143.00
302	Sawai Madhopur	Bundi	SDH	Nainwa	2022-23	4093.00
303	Sawai Madhopur	Bundi	SHC	Rami Ki Jhopadiya	2023-24	38.00
304	Sawai Madhopur	Bundi	SHC	Kolaheda	2023-24	38.00
305	Sawai Madhopur	Bundi	SHC	Gamach	2023-24	38.00
306	Sawai Madhopur	Bundi	SHC	Liledavyasan	2023-24	38.00
307	Sawai Madhopur	Bundi	SHC	Raghunathpura	2023-24	38.00
308	Sawai Madhopur	Bundi	SHC	Borda Kachiyar	2023-24	38.00
309	Sawai Madhopur	Bundi	Trauma center	Nainwa	2023-24	200.00
310	Sawai Madhopur	Gangapur City	CHC	Kemri	2023-24	536.00
311	Sawai Madhopur	Gangapur City	CHC	Kemla	2023-24	536.00
312	Sawai Madhopur	Gangapur City	CHC	Sukar	2023-24	536.00
313	Sawai Madhopur	Gangapur City	CHC	Talawada	2023-24	536.00
314	Sawai Madhopur	Gangapur City	PHC	Khedi	2023-24	143.00
315	Sawai Madhopur	Gangapur City	PHC	Nangal Serpur	2023-24	143.00
316	Sawai Madhopur	Gangapur City	PHC	Gadhmora	2023-24	143.00
317	Sawai Madhopur	Gangapur City	SHC	Bara Rajpur	2023-24	38.00
318	Sawai Madhopur	Gangapur City	SHC	Kirwada	2023-24	38.00
319	Sawai Madhopur	Gangapur City	SHC	Bhondwada	2023-24	38.00
320	Sawai Madhopur	Gangapur City	SHC	Nawajipur (Bhalpur)	2023-24	38.00
321	Sawai Madhopur	Gangapur City	SHC	Badh Mohanpur	2023-24	38.00
322	Sawai Madhopur	Sawai Madhopur	CHC	Khirani	2023-24	536.00
323	Sawai Madhopur	Sawai Madhopur	CHC	Phalodi	2023-24	536.00
324	Sawai Madhopur	Sawai Madhopur	CHC	Surwal	2023-24	536.00
325	Sawai Madhopur	Sawai Madhopur	CHC	Baler	2023-24	536.00
326	Sawai Madhopur	Sawai Madhopur	PHC	Sarsop	2023-24	143.00
327	Sawai Madhopur	Sawai madhopur	PHC	Chhan	2023-24	143.00
328	Sawai Madhopur	Sawai madhopur	PHC	Chakeri	2023-24	143.00
329	Sawai Madhopur	Sawai madhopur	PHC	Khilchipur	2023-24	143.00
330	Sawai Madhopur	Sawai Madhopur	SHC	Syamoli	2023-24	38.00
331	Sawai Madhopur	Sawai Madhopur	SHC	Bada Gaon Sarwar	2023-24	38.00
332	Sawai Madhopur	Sawai Madhopur	SHC	Chandholi	2023-24	38.00
333	Sawai Madhopur	Sawai Madhopur	SHC	Jeenapur	2023-24	38.00
334	Sawai Madhopur	Sawai Madhopur	SHC	Sankada	2023-24	38.00

S. No.	Name of Division	New District	Type of facility	Name of Facility	Year of Sanction	A&F sanction (in lakhs)
335	Sawai Madhopur	Sawai Madhopur	SHC	Tond	2023-24	38.00
336	Sawai Madhopur	Sawai Madhopur	SHC	Dobra Khurd	2023-24	38.00
			336			115531.17

# **National Health Mission, Rajasthan**



## **REQUEST FOR PROPOSAL**

**FOR**

**Consultancy Services for Supervision and Quality Control of  
Multiple Construction Works under NHM, Rajasthan**

National Health Mission, Rajasthan,  
Department of Medical, Health & FW, Swasthya Bhawan, Jaipur  
Tel. No. 0141-2225736, E-Mail ID: cemhraj@gmail.com

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**राष्ट्रीय स्वास्थ्य मिशन, राजस्थान**  
**स्वास्थ्य एवं परिवार कल्याण विभाग, स्वास्थ्य भवन, तिलक मार्ग,**  
**राजस्थान, जयपुर फोन न. 0141-2225736, E-Mail ID: cemhraj@gmail.com**

क्रमांक :

दिनांक :

ई-निविदा सूचना संख्या: 01 / 2023-24 (PMC)

**RFP for “Consultancy services for Supervision and Quality control of multiple Construction works in NHM Rajasthan” (CSQC).**

Mission Director, NHM Rajasthan intends to engage a project management consultant (PMC) for the following assignments:-

S. No.	Name of work	Estimated Cost (Rs. in Lakh)	BID Security (Rs. in Lakh)	Time Period for Assignment
1	2	3	4	5
1	<b>Consultancy services for Supervision and Quality Control of multiple Construction works (Package- 2 under SE- II Jaipur)</b>	1407.00	28.14	30 Months

1. To ensure timely and proper implementation and construction of various buildings and other infrastructure in accordance with standards, codes and specifications, NHM, Raj. requires services of well qualified and professional project management Consultants which can act as it's (CSQC) Construction Supervision and Quality Control consultants /Project management consultants.
2. Accordingly, RFP under two bid systems (Technical and Financial) are invited from GOI/States PSU's/Govt. companies /Govt. corporations/ firms/ companies for project management consultant to be assigned as CSQC consultants for different packages.
3. Detailed scope of work, eligibility and qualification criteria, bidding procedure, selection procedure, payment mechanism and other relevant details can be referred from the detailed bidding document available for download on website of e-procurement, Raj. ([www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)) & <https://sppp.raj.nic.in>)
4. The bidder will be selected on Quality cum Cost Base (QCBS) procedure as described in the RFP along with detailed terms & conditions.
5. Any bidder/ consultant participating in more than one bid package shall require different sets of resources (human as well as other) accordingly.
6. The bidders shall submit the bids online through e-proc portal. The Addendum /Corrigendum/ Clarification (if any) shall only be published on the website of (<http://www.eproc.rajasthan.gov.in> and <https://sppp.raj.nic.in>) only. If holiday is declared by the Government of Rajasthan on the date of opening, the same will automatically be shifted to same time subsequent next working day.

7. The time schedule is as below:

S. No.	Activity	Date & Time
1	Period of Sale of RFP Document (Download)	From 13.03.2024
2	Last Date and time for receipt (upload) of RFP	28.05.24 up to 6:00 PM
3	Date of Pre-bid conference	09.05.2024 at 11:00 AM in NHM office, Swasthya Bhawan, Jaipur
4	Date/Time and Place for Opening of Technical Bid.	29.05.2024 from 1:00 PM online at EE, M&H, Division Jaipur-I (Swasthya Bhawan, Jaipur)
5	Bid document fee Rs. 10,000/- (RTGS)	Executive Engineer Medical & Health, Jaipur-I / State Health Society / 14630100007667 / BARB0JAICOM / Udyog Bhawan, Jaipur
6	MD, RISL fee Rs. 2500/- (RTGS)	
7	BID Security @ 2% i.e. Rs. 28.14 Lakhs (RTGS) (Bid security may be deposited in the form of Bank Guarantee / Bid Securing Declaration if applicable)	

8. MD, NHM, Rajasthan reserves all rights to amend or change any of the conditions of this RFP, to cancel this RFP, and to reject any or all of the bids without assigning any reason

**(Dr. Jitendra Kumar Soni)**  
**Mission Director**  
**NHM, Rajasthan**  
**Jaipur**



## SECTION 1- INVITATION OF BIDS

### 1. INTRODUCTION

- 1.1.** Bids are invited from prospective bidders as a sole bidder willing to act as Construction Supervision and Quality Control Consultant (“CSQC”) to submit a proposal for providing consulting services required for the assignment named in the NIB.

**The Bidder should, in the last 2 years, have neither failed to perform for the works of Centre and State Government, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor has been expelled or terminated or debarred or black listed by any Department or its implementing agencies of Govt. of India or any State Govt. for breach by such Bidder (Affidavit on Rs. 1000.00 non judicial stamp duly attested by notary public must be enclosed)**

- 1.2.** A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
- 1.3.** The Consultants are advised to understand fully the specific requirements of the Consultancy Services for the work. The Consultants are also advised to inspect the concerned project site (Annexure -III) and acquaint themselves with the ground realities.
- 1.4.** The Consultant submission should be focused to the project requirements as per TOR details. The methodology to be submitted should address to the project site requirements. All specific issues for which references have been made in the various paras of the TOR should be addressed effectively. General nature descriptions should be avoided. Details of the Services are provided in the attached Terms of Reference (TOR).

- 1.** A bidder will be selected on QCBS (70:30) procedure described in the RFP.
- 2.** The RFP includes the following documents:

Section 1 – Invitation of Bids

Section 2- Instruction to Bidders with Bid Data Sheet & Annexure- I & II

Section 3 –Technical Proposal -Standard Forms

Section 4- Financial Proposal – Standard Forms

Section 5- Terms of Reference (TOR)

Section 6- Draft Form of Contract

Section 7- General Conditions of Contract

Section 8- Special Conditions of Contract

Section 9- Appendices – A&B

**Mission Director  
NHM, Rajasthan  
Jaipur**

## SECTION 2- INSTRUCTIONS TO BIDDER

### Definitions

- (a) **“Act”** means the Rajasthan Transparency in Public Procurement Act 2012.
- (b) **“Client/Employer”** means the person who invited this Request for Proposal and whose name is mentioned in the Bid Data Sheet.
- (c) **“Consultant”** means any entity or person that may provide or provides the Services to the Client under this Contract.
- (d) **“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), Terms of Reference (TOR) and the Appendices.
- (e) **“Contractor”** means the agency selected by the Client/Employer for executing the civil works.
- (f) **“Bid Data Sheet”** means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (g) **“Day”** means calendar day.
- (h) **“Government”** means the Government of Rajasthan.
- (i) **“Instructions to Bidders”** (Section 2 of the RFP) means the document which provides Bidders with all information needed to prepare their Proposals.
- (j) **“IoB”** (Section 1 of the RFP) means the Invitation of Bids.
- (k) **“Personnel”** means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof.
- (l) **“Proposal”** means the Technical Proposal and the Financial Proposal.
- (m) **“RFP”** means the Request for Proposal prepared by the Client for the selection of consultants.
- (n) **“Rules”** means the Rajasthan Transparency in Public Procurement Rules 2013.
- (o) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- (p) **“Terms of Reference”** (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 1. INTRODUCTION

### 1.1. Background

National Health Mission, Rajasthan invites bids from reputed project management consultancy bidders from across the country for **“Consultancy services for Supervision and Quality control of multiple construction works”** for providing quality control and supervision services for construction projects across the state of Rajasthan.

#### 1.1.1. General

**This bidding process shall be governed as per the provisions of the RTPP Act 2012 & the RTPP Rules 2013. In case of any discrepancy between the provisions of the RTPP Act & Rules with any of the terms or conditions of this bidding document, the former shall prevail.**

The employer will select a bidder among those invited in accordance with method of selection indicated in the Bid Data Sheet.

The consultants are invited to submit Technical and Financial Proposals for consulting services required for the Assignment named in the Bid Data Sheet. The last date of purchase of document is specified in the Bid Data Sheet. The Proposal submitted hereby will be the basis for signing of a contract with the selected bidder after due procedure.

The Consultants should familiarize themselves with Local Conditions & By-laws and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client's/ Employer's office and project site before submitting a Proposal, and to attend a pre-bid conference as specified in the Bid Data Sheet. Attending the pre-proposal bid is optional. The Consultant's representative should contact the officials named in the Bid Data Sheet to arrange for their visit or to obtain additional information on the pre-bid conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

Interested bidders shall bear all costs associated with the preparation and submission of their proposals. The 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 Consultant.

The client requires that bidders provide professional, objective, and impartial advice and at all times hold the Client's interest par amount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

#### **1.1.2. Conflict of interest**

The Conflict of interest in this bidding process shall be as defined according to the provisions of the RPPP Act & Rules. However a Consultant (including its Personnel) 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 Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be gagged to prepare an independent environmental assessment for the same project.

A Consultant (include ingots Personnel) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) 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 the client throughout the selection process and the execution of the Contract.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

#### **1.1.3. Fraud and corruption**

It is the Client's policy that the bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client defines, for the purpose of this paragraph, the terms set forth below as follows

(a)

- (i) **"Corrupt practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution
- (ii) **"Fraudulent practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract
- (iii) **"Collusive practices"** means a scheme of arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non competitive levels;

- (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) Client will reject a proposal for award if it determines that the 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
- (c) Client will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a domestic financed contract; and
- (d) Client will have the right to require that, in contract, a provision be included requiring consultant to permit the Client to inspect their accounts and records relating to the performance of the contract and to have the audited by authorized representatives of the Client.
- (e) Consultant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section4).
- (f) The client shall be free to take suitable action in such cases as per the provisions of the RTPP Act & Rules.

#### **1.1.4. Bid Validity**

- (1) Bids submitted by the bidders shall remain valid during the period for ninety days from the date of opening of technical bid. A bid valid for a shorter period shall be rejected by the procuring entity.
- (2) Prior to the expiry of the period of validity of bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid but in such circumstances bid security shall not be forfeited.
- (3) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its bid.

#### **1.1.5. Bid security.-**

- (1) The bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- (2) In lieu of bid security, a bid securing declaration shall be taken from the,-
  - i. Departments/Boards of the State Government or Central Government;
  - ii. Government Companies as defined in clause (45) of section 2. of the Companies Act, 2013;

- iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of Companies Act, 2013,
  - iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government, or]
- (3) Bidder must be strictly aware that the Banker's Cheque/Demand Draft for RISL Processing Fees and Tender fees, Banker's Cheque/Demand Draft/ Bank-Guarantee (BG) for Bid Security is to be submitted physically at the office of Procuring Entity as prescribed in NIB and scanned copy of same should also be uploaded along with the Technical Bid/ cover.**
- (4) In case, the bidder fails to physically submit the Banker's Cheque/ Demand Draft as required for the bid up to the time as mentioned in the NIB, its Bid shall not be accepted considered for opening of technical proposal and shall be rejected summarily.
  - (5) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
  - (6) The bid security may be given in the form of a banker's cheque or demand draft or [bank guarantee or electronic bank guarantee (e-BG)), in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
  - (7) The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
  - (8) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
  - (9) The '[bank guarantee or electronic bank guarantee (e-BG)) presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
  - (10) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
  - (11) The Bid security taken from a bidder shall be forfeited in the following cases, namely:-
    - (a) When the bidder withdraws or modifies its bid after opening of bids;
    - (b) When the bidder does not execute the agreement, if any, after placement of supply/work order within the specified period;
    - (c) When the bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
    - (d) When the bidder does not deposit the performance security within specified period after the supply/work order is placed; and
    - (e) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
  - (12) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

- (13) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
- (a) the expiry of validity of bid security;
  - (b) the execution of agreement for procurement and performance security is furnished by the successful bidder,
  - (c) the cancellation of the procurement process; or
  - (d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

## **2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS**

A pre-bid conference has been hold on 02.04.2024, but locking to substantial changes in the bidding document another pre-bid conference has been schedule on 09.05.2024.

Consultants may request a clarification of any of the RFP documents prior to the date of pre-bid conference. Any request for clarification must be sent in writing via electronic mail to the Client's email ID indicated in the Bid Data Sheet. The Client will respond by way of clarifications/modifications uploaded on the portal.

At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited bidder, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be uploaded on procurement portal of Govt. of Rajasthan and will be binding on all participating consultants. The Client may at its discretion extend the deadline for the submission of Proposals.

## **3. PREPARATION OF PROPOSAL**

- 3.1.** Bidders are requested to submit their proposal in Two Parts strictly using the formats enclosed herewith (refer section 3, 4 and 5). The Technical Proposal (on e-proc) should be enclosed in an envelope which should be marked as "Part-1 – Technical Proposal" and be submitted as mentioned in Section-3. The Technical proposal must be uploaded on e-proc ([www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)) in electronic form. The Financial Proposal must be submitted only in Electronic Form. No hard copy of the Technical and Financial Proposal is to be submitted. Please also refer "procedure under e-Biding" defined in the RFP in this regard.

The proposal shall be written in the English language as specified in the Bid Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written **Power of Attorney duly notarized to be submitted with the proposal. Original copy will be required at the time of discussion/ negotiations prior to finalization of bid.**

### **Part 1: Technical Proposal**

- 3.2.** Bidder expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at their own risk and may result in rejection of proposal.
- 3.3.** During preparation of the Technical proposal, bidder should give particular attention to the following:
- I.** The man-months for the assignment shall be that stated in the Terms of Reference. The same shall be considered for the purpose of evaluation as well as award. In case the man months mentioned in TOR are amended in view of Client's own initiative or in response to clarification sought by any Consulting bidder, the man months so amended and published shall be considered for the purpose of evaluation as well as award.
  - II.** The Consultants should prefer to deploy as many of their permanent staff as possible. The permanent staff would be considered those already employed with the bidder prior to one year from the month during which this Bid Notice is issued. Applicant shall submit the details of the period of employment of the proposed personnel with the bidder.

- III. No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position
- IV. A good working knowledge of the language specified in the Bid Data Sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the Bid Data Sheet

3.4. Bidder Technical Proposal must provide the following information, using but not limited to the formats attached in the Section 3&4.

- I. A brief description of the bidder's organization and an outline of recent experience of the Consultants on assignments of a similar nature. The information which you shall provide on each assignment should indicate, *inter-alia*, the profiles of the staff provided, duration, contract amount and bidder's involvement. ***The details of assignments on hand shall also be furnished by the consultant.***
- II. Any comments or suggestions on the ToR and a description of the methodology (work plan) which the bidder proposes to execute the services, illustrated with bar charts of activities.
- III. The composition of the proposed staff team, the tasks which shall be assigned to each and their deployment schedule
- IV. Requirement for submission of CVs.
  - (a) CVs strictly in the prescribed format (as per clause 3F) and recently signed in blue ink on each page by both the proposed professional staff and the Director/Head or the authorized representative of the bidder.
  - (b) Key information should include years with the bidder and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position. If any information is found incorrect, at any stage, action including termination and debarment from future projects upto 2 years may be taken by Employer on the personnel and the Bidder.
  - (c) If same CV is submitted by two or more bidder in an assignment, zero marks shall be given for such CV. Key personnel has to certify in their CV that he has not consented to any consultant other than the applicant to propose their CV for any position for this assignment. In case the key personnel is found having given consent to more than one bidder, he shall be debarred by the Employer for 2 years.
  - (d) All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the bidder.
  - (e) If a CV score less than 75% marks, whatever marks it score will be carried forward for maximum 3nos key personnel for determining the total score of the bidder. However, if the Key Personnel does not fulfill the minimum academic qualification (as mentioned at Enclosure-B of TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfill the minimum qualification related to experience, then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Personnel will be carried forward for maximum 3 nos key personnel for determining the total score of the bidder. In case, a bidder is H-1, then all such Key Personnel (whose CV scores less than 75% or who does not fulfill the minimum qualification) will have to be replaced by the bidder at the time of signing of contract by persons scoring at least 75% marks. The reduction in remuneration of such replacements shall be 5%, 10% and 15% for 1<sup>st</sup> replacement, 2<sup>nd</sup> replacement and 3<sup>rd</sup> replacement respectively. In case more than 3 CV scores less than 75% marks or Team leader

scores less than 75% marks, the proposal shall be considered non- responsive. During negotiation, Key Personnel will be required to produce certificate regarding qualification and experience.

- (f) In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy bidder shall have to refund the salary and perks drawn including interest @18% per annum in respect of the person apart from other consequences.
- V. Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on quarterly basis.
- VI. Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.
- VII. A certification to the effect should be furnished by the Consultant that they have checked the qualifications and experiences details submitted by the key personnel in their CVs and found to be correct. This certification should be made in CVs of all key personnel after the certification by the candidate. The format of CV includes certification to this effect.
- VIII. Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than two replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment specified in para 8 of Section:1, the replaced key personnel shall not be professionally employed anywhere in Employer's works. Employer shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. The reduction in remuneration of such replacements shall be 5% and 10% for 1st replacement and 2nd replacement respectively within validity period of bid. In case during negotiations held within validity period of bid, more than two replacements are sought by the H-1 consultant, his proposal shall be considered as Non-Responsive. In such case the combined score of remaining technically qualified bidder, meeting the non-conflict condition shall be evaluated to arrive at new H-1. In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is unsuitable for the assignment position, his replacement by equivalent or better shall be provided by the consultant. The key personnel with such un-suitable CV shall not be considered in any future bids for that position for two years. No deduction for such replacement who are not found suitable during interaction shall be made.

In the eventuality that a bidder becomes non-responsive, for the third time, due to the action of replacements of more than 2 key personnel during negotiation, the bidder shall be debarred up to one year for Employer's consultancy projects.

**IX. Any additional information.**

**3.5. The technical proposal must not include any financial information.**

**Part II: Financial Proposal**

- 3.6.** Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award. Consultants shall be paid billing rates for services rendered by the personnel of all categories namely (i) key Personnel; and (ii) Support staff on man-moth wise. For calculating billing rates of remaining items of the financial proposal, namely transportation for Team Lead and Resident Engineer, quoted amount by selected consultant. All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.



**3.7.** The Financial Proposal should clearly identify as a separate amount, the local taxes (including GST), duties, fees, levies and other charges imposed under the applicable law, on the consultants, and their personnel (other than nationals or permanent residents of the government's country); unless the Bid Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.

**3.8.** Consultants may express the price of their services in the Indian Rupees only.

**3.9.** GST as applicable shall be paid to the consultant while making payment for services rendered. The consultants shall then deposit the same with the tax authorities and provide a proof of having done so within next 90 days in line with policy circulars issued by Employer. Employer shall pay only GST.

#### **4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

- Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal for IT Equipments.
- The most advantageous bidder shall be selected. The selection criteria shall be least offered cost based selection (L1 Bidder).
- To participate in online bidding process, Bidder must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic Bid. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidder must register on <https://eproc.rajasthan.gov.in> (bidder already registered on <https://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- MD-NHM will not be responsible for delay in online submission due to any reason. For this, bidder is requested to upload the complete bid well advance in time so as to avoid 11th hour rush issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- Bidder is also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- The procuring entity reserves the complete right to cancel the bid process and reject any or the entire Bid.
- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder/ authorized partner.
- Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.
- The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.

#### **5. PROPOSAL EVALUATION**

**5.1.** A two-stage procedure shall be adopted for evaluating the proposals.

##### **Technical Proposal**

**5.2.** In the first stage, the Evaluation Committee of NHM shall carry out its evaluation applying the evaluation criteria and point system specified in the datasheet. Each responsive proposal shall be attributed a technical score (ST.) Only those Applicants whose Technical proposal score 75 marks or more out of 100 shall qualify for further consideration. However, if the number of such pre-qualified applications is less than two, the

Employer may, in its sole discretion, pre-qualify the applicant(s) whose technical score is less than 75 marks. The Employer shall shortlist 5 (five) top bidder on the basis of their technical score not in the conflict of interest with NHM.

### **Financial Proposal**

- 5.3.** After the evaluation of Technical Proposals is completed and the shortlist of bidders is finalized, the Employer may notify those consultants whose proposals were not considered as per conditions of RFP through SPPP & e proc. The Employer shall simultaneously notify the shortlisted bidder indicating the date and time set for opening of the Financial Proposals.
- 5.4.** In second stage, the Financial Proposals shall be opened publicly in the presence of the consultant's representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.5.** The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- 5.6.** The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:  
**SF= 100 x FM/F** (F= amount of financial proposal)
- 5.7.** Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:  
**S= ST x Tw + SF x Fw**  
Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.
- 5.8.** The selected Consultant shall be the first Ranked Applicant (H-1, having the highest combined score). The second ranked applicant (H-2) shall be kept in reserve and may be invited for negotiation in case the first ranked Applicants withdraws or fails to comply the requirements specified in this document. In the event the proposals of two or more consultants have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.

### **6. Negotiations**

- A. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- B. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- C. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- D. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- E. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

- F. In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- G. In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

## **7. AWARD OF CONTRACT**

- 7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant. Letter of acceptance (LOA) will be issued to successful bidder after due approval of the bid from competent authority. The successful bidder shall have to submit performance security declaration and have to execute agreement on non-judicial stamp paper of requisite value with NHM within 15 days of issue of LOA.
- 7.2 The successful bidder with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.

## **8. PROCEDURE UNDER E-BID ING**

### **8.1 Accessing/ Purchasing of BID documents**

- 8.1.1 It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) from any of the licensed Certifying Agency (CA). Bidder should do Online Enrolment in the e- procurement portal of Government of Rajasthan using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-Mudhra CA/ GNFC /IDRBT/ Mtnl Trust line/ Safe Sctpt/ TCS.DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC. The authorized signatory holding Power of Attorney or the person executing such Power of Attorney shall only be the Digital Signatory. In other cases, the Bid shall be considered non responsive.
- 8.1.2 To participate in the bidding, it is mandatory for the Bidders to submit the bids through the e-tending process specified by the Government of Rajasthan, details of which can be seen on the e-procurement portal of State Government <http://eproc.rajasthan.gov.in>.
- 8.1.3 The bidder may use a valid Digital Signature Certificate (DSC) which it may have procured earlier.
- 8.1.4 The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal of State Government (<http://eproc.rajasthan.gov.in>) or official portal of NHM .i.e. (as per Bid Data Sheet)
- 8.1.5 To participate in e- bidding, Bidders have to pay the requisite fee as per bid data sheet

### **8.2 Preparation & Submission of BID:**

- 8.2.1 The Bidder should submit his Bid online following the instruction appearing on the screen. Detailed instructions for the bidder for e-procurement are also available on e-procurement portal of State Government.
- I. The following shall be the form of various documents in the Application:

- A. Only Electronic Form (to be uploaded on the e procurement portal) [Refer to Clause 4.3 of section 2 of RFP]
  - (a) Technical proposal as indicated in para ‘B’ below
  - (b) Financial proposal as per format prescribed at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
- B. Original (in Envelope) [Refer to Clause 4.3 of section 2 of RFP]
  - (I) Technical Proposal (on e-proc) including:
    - (a) Power of Attorney for signing the Application
    - (b) Bidder credentials as per format prescribed in SECTION-3 B of RFP.
    - (c) Technical proposal as per format as prescribed in SECTION-3 of RFP.
  - (II) Bid Fees, Processing fee shall be deposited as per Bid Data Sheet and BID Securing declaration.

Bidders are requested to submit their proposal in Two Parts strictly using the formats enclosed herewith (refer section 3, 4 and 5). The Technical Proposal (on e-proc) should be enclosed in an envelope which should be marked as “Part-1 – Technical Proposal” and be submitted as mentioned in Section-3. The Technical proposal must be uploaded on e-proc ([www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)) in electronic form. The Financial Proposal must be submitted only in Electronic Form. No hard copy of the Technical and Financial Proposal is to be submitted. Please also refer “procedure under e-Biding” defined in the RFP in this regard.

The proposal shall be written in the English language as specified in the Bid Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative’s authorization shall be confirmed by written **Power of Attorney duly notarized to be submitted with the proposal.**

- II. The Applicant shall upload scanned copies of the documents as specified in point nos. (i) (A) (a) above on the [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) before 1100 Hrs. Indian Standard Time on the Application due date. No hard copy of the documents as specified in point nos. (i) (A) (b) above is required to be submitted. In the event of original document sought for clarification, any discrepancy between the original and the uploaded document, the original document shall prevail.
  - III. The documents listed at clause 8.2.1 Para (A) and Para (B) shall be prepared and scanned in different files (in PDF or JPEG format) and uploaded during the on-line submission of BID.
- 8.2.2** Bid must be submitted online only through e-procurement portal of State Government i.e. <http://eproc.rajasthan.gov.in> using the digital signature of authorised representative of the Bidder on or before the date as per Bid Data Sheet.

### 8.3 Modifications/ Withdrawal of BID

- 8.3.1** The Bidder may modify or withdraw its e-BID after submission prior to the BID Due Date. No BID shall be modified or withdrawn by the Bidder on or after the specified BID Due Date & Time.
- 8.3.2** For modification of e-Bid, Bidder has to detach its old Bid from e-procurement portal and upload / resubmit digitally signed modified Bid. For withdrawal of Bid, a Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-Bid. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot resubmit e-Bid again.

**8.3.3** Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

#### **8.4 Online Opening of BIDs.**

**8.4.1** Opening of BIDs will be done through online process.

**8.4.2** The Authority shall open Technical BIDs on the as per Bid Data Sheet, in the presence of the authorized representatives of the Bidders, who choose to attend. Opening of Bids shall be done through online process. Bids of only those bidders shall be online opened whose documents are submitted in accordance to section 3 & 4 of the RFP. The Authority will subsequently examine and evaluate the BIDs in accordance with the provisions of Annexure I&II and Bid Data Sheet of this document.

## **BID DATA SHEET**

**Name of work: Consultancy services for supervision and quality control of multiple construction work” under NHM Rajasthan, Package - 2**

Clause Reference	Description								
1.1	The name of the Employer / (Procuring entity) is: <b>Mission Director, NHM Rajasthan</b>								
1.1.1	Last date of purchase of document - 15.04.2024 up to 6:00 PM (to be downloaded from e-proc site)								
1.1.1	<b>Date, Time &amp; Venue of pre-bid conference:</b> <b>09.05.2024 at 11:00 AM in NHM office, Swasthya Bhawan.</b>								
1.1.1	<b>Contact Person:</b> <b>1. Sh. D.K. Gupta (SE, NHM Jaipur-I)</b> <b>Mob- 9001552211, Tel.- 0141-2228747</b>								
1.1.1	<b>Name of Assignment:</b> <table><tr><th>Name of work</th><th>Estimated Cost (In Lakh)</th><th>BID Security (in Lakh)</th><th>Stipulated Time Period for Assignment</th></tr><tr><td>Consultancy services for supervision and quality control of multiple construction works under NHM Raj. (Package- 2 under SE- II Jaipur)</td><td>1407.00</td><td>28.14 Bid Security Declaration form (if applicable)</td><td>30 Months</td></tr></table>	Name of work	Estimated Cost (In Lakh)	BID Security (in Lakh)	Stipulated Time Period for Assignment	Consultancy services for supervision and quality control of multiple construction works under NHM Raj. (Package- 2 under SE- II Jaipur)	1407.00	28.14 Bid Security Declaration form (if applicable)	30 Months
Name of work	Estimated Cost (In Lakh)	BID Security (in Lakh)	Stipulated Time Period for Assignment						
Consultancy services for supervision and quality control of multiple construction works under NHM Raj. (Package- 2 under SE- II Jaipur)	1407.00	28.14 Bid Security Declaration form (if applicable)	30 Months						
1.1.1	The method of selection is: <b>Quality and Cost Based Selection (70:30)</b>								
1.1.4	The validity of proposal should be: <b>90 days from the date of opening of Technical bid.</b>								
2.0	Email ID for submission of queries: <b>cemhraj@gmail.com</b>								
3.1	The language in which the proposals should be submitted: <b>English</b>								
5.1	Technical Evaluation Criteria is enclosed at <b>Annexure-I</b>								
5.2	Minimum Technical Score required for technical qualification: <b>A bidder to be qualified in the technical evaluation shall have to attain a minimum technical score of 75 marks (75%of 100).</b>								

6.2	Period of Assignment – <b>30 Months</b>
7.2	The assignment is expected to commence <b>within 15 days after the award of contract or as directed by the Client</b> at the project site.
8.1.5	<p>Name &amp; Address for Bid Fee / Processing Fee / Bid Security : -</p> <p>Executive Engineer Medical &amp; Health, Jaipur-I  State Health Society  Account No. - 14630100007667  IFSC Code - BARB0JAICOM  Branch - BOB Udyog Bhawan, Jaipur</p> <p>BID Security : - Rs. 28.14 Lakhs</p> <p>Bid Security Declaration form (if applicable)</p>
8.2.2	Last date and time of submission of proposal: <b>dates and time 28.05.2024 up to 6:00 PM</b>
8.4.2	Date and time of opening of Technical Proposal: <b>29.05.2024</b> from 1:00 PM online at EE, M&H, Division Jaipur-I (Swasthya Bhawan, Jaipur)
First Appeal	First appellant authority under RTPP rules-2013 “ACS / PHS / Secretary Medical & Health Department Govt. of Rajasthan.”
Second Appeal	Second appellant authority under RTPP rules-2013 “Secretary Finance (Budget) Finance Department Govt. of Rajasthan.”

## **ANNEXURE- I: EVALUATION CRITERIA**

### **MINIMUM ELIGIBILITY REQUIREMENTS**

- I.** The average annual turnover of bidder shall be at least 50 % of NIB value from constructions supervision consulting work /services in the last 3 financial years.
- II.** The bidder should have experience of successfully completing as Supervision & Quality Control Consultant / Project Management Consultant at least two project (s) in the infrastructure sector (Building works) project each costing not less than Rs. 25 Crore during the last seven years
- III.** The bidder should not be working as Supervision & Quality Control Consultant for any of the schemes / projects of the Client. Technical Proposals of only the Consultants satisfying the above minimum eligibility criteria will be evaluated further.

**Criteria, sub-criteria and point system for the evaluation are as follows:**

<b>S. No.</b>	<b>Description</b>	<b>Marks</b>
1	Relevant experience for the assignment	20
2	The quality of methodology and work plan proposed	05
3	Qualifications and competence of the key staff for the assignment	75
	<b>Total</b>	<b>100</b>

**(i) Sub criteria for Relevant Experience of the bidder for the assignment:**

<b>S. No.</b>	<b>Description</b>	<b>Marks</b>
1	Year of Establishment of the Bidder	2
2	Average Annual Turnover (last 3 years) from consultancy business	2
3	Nos. of key personnel with the bidder for more than 1 year	2
4	Experience as Supervision & Quality Control Consultant / Project Management Consultant in Number of Building Projects of value 25 crore and above in the last 7 years	10
5	Experience in handling Supervision & Quality Control of multi location projects	2
6	Experience in DPR preparation for Building Projects of value 25 Cr or more in last 7 years *	2
	<b>Total</b>	<b>20</b>

Employer's certificate should be submitted substantiating the experience claimed by the bidder.

**(ii) Sub criteria for Adequacy of the proposed work plan and methodology in response to the ToR.**

<b>S. No.</b>	<b>Description</b>	<b>Marks</b>
1	Comments & Suggestions on TOR	1
2	Quality of Approach and Methodology	3
3	Work plan	1
	<b>Total</b>	<b>5</b>

\*Consultants should give details of the Experience of the bidder considering the completed and the on-going consultancy assignments along with Experience certificates from clients. This list of the completed works should also include those assignments which are substantially (90% of Contract value) completed. No Qualification/Experience etc. shall be considered without proof of experience (completion certificate and or progress certificate with amount of work done for the engagement from the respective engagement client).



(iii) Qualification and competence of following Key Staff for the Assignment shall be evaluated. The total marks for various key staff are as under: -

S. No.	Staff Position	Maximum Marks (for each Staff)
1	Team Leader H.Q. at Jaipur	27 Marks
2	Resident Civil Engineer	12 Marks
3	Resident Civil Engineer	12 Marks
4	Resident Civil Engineer	12 Marks
5	Resident Elect. Engineer	12 Marks
	<b>Total</b>	<b>75</b>

Sub criteria for evaluation of key Personnel (out of 100 points, which shall be converted in marks on prorated basis).

S. No.	Description	Points
1	General qualifications	25
2	Adequacy for the project	70
3	Employment with bidder	5
	<b>Total</b>	<b>100</b>

**Note:**

The technical proposal should score at least 75 marks to be considered responsive for financial evaluation.

- (i) Detailed evaluation criteria which is to be used for evaluation of technical bids is as indicated below.
- (ii) Result of technical evaluation shall be made available on the website giving opportunity to the bidders to respond within 7 days in case they have any objection.
- (iii) The single currency for price conversion is INR.
- (iv) Commencement of Assignment: The bidder shall begin carrying out the services within 10 days of signing of the Consultancy Agreement.

**TECHNICAL EVALUATION CRITERIA**  
**(Refer para 5.2 of Section 2, Bid Data Sheet of RFP)**

S. No.	Description	Max. Marks
1	Year of Establishment of the Bidder Up to 5 years: 1 mark More than 5 years 2 marks	2
2	Average Annual Turnover (last 3 years) from consultancy business a. < Less than 50% of NIB value - 0 marks b. > More than 50% of NIB value - 2 marks	2
3	Numbers of key personnel (as defined in RFP) with the bidder in the construction sector with more than one year with the bidder. (Min. 50% staff shall have experience in building sector) ≤ 50 personnel - 0 marks 50 to 100 - 1 marks >100 personnel - 2 marks	2
4	Experience of successfully completed as Supervision & Quality Control Consultant / Project Management Consultant for Building Projects of construction cost greater than 25 crore or more in the last 7 years. 2 project - 5 marks Additional 01 (one) marks extra for each additional project subject to maximum 5 (five) marks.	10
5	Experience of successfully completed Supervision & Quality Control works of multi location project Less than 5 locations - 1 mark More than 5 locations - 2 marks	2
6	Experience in DPR preparation for Building Projects of value 25 Cr or more in last 7 years 1 project - 0.50 marks Add 0.05 (point five) marks extra for each additional project subject to maximum 3 projects 1.5 (one point five) marks.	2
	<b>Total</b>	<b>20</b>

**Note 1:** Employer's certificate/ certificate from Statutory Auditor should be submitted substantiating the turnover claimed by the bidder.

**1. Criteria for Adequacy of the Proposed Work Plan and Methodology (5 Maximum Marks)**

**1.1. Comments on Terms of Reference (1 Marks)**

**Criteria:** Suggestions, which could improve the quality of the project.

**Factors to consider:** Marks will be given for workable suggestions proposed. No innovativeness will be given 0 (zero) Marks.

## 1.2. Quality of Approach and Methodology (3 Marks)

### Criteria:

1. General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment.
2. The degree to which the consultant presented written methodology/approach addresses the requirements of the TOR.

## 1.3. Work Program (1 Marks)

**Criteria:** A work program showing graphical presentation of activities (bar chart); an organization chart showing the relationship of the Client, the Consultant and the Civil Works contractor.

## 2. Evaluation Criteria for assessment of score of Key Staff for adequacy of the Assignment.

### 2.1. Team Leader (1 nos)

S. No.	Description	Max. Points
1	<b>General Qualification</b>	25
	I) Graduate in Civil Engineering	18 points
	II) Post Graduation or master's in construction management/Structural Engineering/Geotechnical Engineering or equivalent	05 points
	III) Certificate course in Project Management/Safety/Quality Assurance (1 mark for each certificate with a maximum of 2 points)	02 points
2	<b>Adequacy for the Project</b>	70
a)	<b>Professional Experience in Building Projects:</b>	
i)	Total Professional Experience in handling Construction projects <ul style="list-style-type: none"><li>• Less than 20 years - 0 points</li><li>• 20 years - 20 points</li><li>• Add 1 point extra for each additional year of experience subject to maximum 5 (five) point.</li></ul>	25
ii)	Experience in handling medical construction projects <ul style="list-style-type: none"><li>• One project - 3- Points</li><li>• Add 1 point extra for each additional one project subject to maximum 2 (two) point.</li></ul>	5
iii)	Experience as Team Leader or in similar capacity in Building Projects (with Project cost > 25 cr.) <ul style="list-style-type: none"><li>• Less than 5 years - 0 points</li><li>• 5 years - 12 points</li></ul> Add 1 point extra for each additional year of experience subject to maximum 3 (three) point.	15
b)	Experience as Team Leader or <b>similar capacity*</b> of project preparation including design of Building Project - (Project cost > 25 cr.) <ul style="list-style-type: none"><li>• less than 2 projects - 0 points</li><li>• 2 Projects - 8 points</li></ul> Add 1 point for each additional project subject to maximum 2 points.	10
c)	Experience in position of Team Leader/Project Manager or similar capacity of building project value <ul style="list-style-type: none"><li>• less than 5 cr. - 0 points</li><li>• Greater than 5 cr. but less than 25 cr. - 5 points</li><li>• Greater than 25 cr. -15 points</li></ul>	15

<b>3</b>	<b>Employment with the Bidder</b>	<b>5</b>
	Employment with the Bidder <ul style="list-style-type: none"> <li>Less than 1 year - 0 points</li> <li>1 year -3 points</li> </ul> Add 0.5 points extra for each subsequent year subject to maximum 2 points	<b>5</b>
	<b>Total:</b>	<b>100</b>

**Note:**

**I. \*Similar Capacity** includes the following positions

- (a) On behalf of Consultant: Team Leader/Resident Engineer (Construction Supervision/IE).
- (b) On behalf of Contractor: Project Manager (Construction/Construction Supervision).
- (c) In Government Organizations: Superintending Engineer (or equivalent) and above

**II.** Only those projects will be considered for evaluation at S. No. 2(b), and 2(c) above, where the input of the personnel is greater than equal to 12 months.

**2.2. Resident Civil Engineer (3 nos)**

<b>S. No.</b>	<b>Description</b>	<b>Max. Points</b>
<b>1</b>	<b>General Qualification</b>	<b>25</b>
	I) Graduate in Civil Engineering 20 points	
	II) Post Graduation in Construction Management/Structural Engineering/Geotechnical Engineering 05 points	25
<b>2</b>	<b>Adequacy for the Project</b>	<b>70</b>
<b>a)</b>	<b>Professional Experience</b>	
i)	Total Professional Experience in handling Construction projects <ul style="list-style-type: none"> <li>Less than 10 years -0 points</li> <li>10 years -15 points</li> </ul> Add one point extra for each additional completed year of experience subject to maximum 5 (five) points.	20
ii)	Experience in handling medical construction projects maximum 5 (five) point for one project 3 (Three) Points and 1 (One) point for one additional project.	5
iii)	Experience as Resident Engineer/Project Engineer/Executive Engineer or equivalent on building construction projects (Project cost > 25 cr.) <ul style="list-style-type: none"> <li>Less than 3 years - 0 points</li> <li>3 years - 15 points</li> </ul> Add 1 points extra for each additional year of experience subject to maximum 5 (five) points.	20
iv)	Experience in similar capacity in handling building projects (Project cost >25 cr.) <ul style="list-style-type: none"> <li>Less than 2 projects - 0 points</li> <li>2 projects - 17 points</li> </ul> Add 02 points extra for each additional project subject to maximum 8 (Eight) points.	25
<b>3</b>	<b>Employment with the Bidder</b>	<b>5</b>
	Employment with the Bidder <ul style="list-style-type: none"> <li>Less than 1 year - 0 points</li> <li>1 year - 3 points</li> </ul> Add 0.5 points extra for each subsequent year subject to maximum 2 points	<b>5</b>
	<b>Total</b>	<b>100</b>

**Note:** Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is greater than 12 months.

### 2.3. Resident Electrical Engineer (1 nos)

S. No.	Description		Max. Points
<b>1</b>	<b>General Qualification</b>		<b>25</b>
	I) Graduate in Electrical Engineering	20 points	25
	II) Post Graduation Electrical Engineering or equivalent	05 points	
<b>2</b>	<b>Adequacy for the Project</b>		<b>70</b>
	<b>Professional Experience</b>		
i)	Total Professional Experience in handling Construction projects <ul style="list-style-type: none"> <li>• Less than 10 years - 0 points</li> <li>• 10 years - 15 points</li> </ul> Add one point extra for each additional completed year of experience subject to maximum 5 (five) points.		20
ii)	Experience as Resident Engineer/ Project Engineer/ Executive Engineer or equivalent on building construction projects (Project cost > 25 cr.) <ul style="list-style-type: none"> <li>• Less than 3 years - 0 points</li> <li>• 3 years - 15 points</li> </ul> Add 1 points extra for each additional year of experience subject to maximum 5 (five) points.		20
iii)	Experience in similar capacity in handling building projects (Project cost >25 cr.) <ul style="list-style-type: none"> <li>• Less than 2 projects - 0 points</li> <li>• 2 projects - 22 points</li> </ul> Add 02 points extra for each additional project subject to maximum 8 (Eight) points.		30
<b>3</b>	<b>Employment with the Bidder</b>		<b>5</b>
	Employment with the Bidder <ul style="list-style-type: none"> <li>• Less than 1 year - 0 points</li> <li>• 1 year - 3 points</li> </ul> Add 0.5 points extra for each subsequent year subject to maximum 2 points		5
	<b>Total</b>		<b>100</b>

**Note:** Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is greater than 12 months

## ANNEXURE – II: MINIMUM QUALIFICATION AND EXPERIENCE REQUIREMENTS OF PROFESSIONAL STAFF

Qualifications and experience of the professionals given below are clients perception in respect of the specific requirement of the project. Consultants are advised to prepare the CVs of their proposed personnel specifically highlighting the qualification and experience in the related area of expertise as per requirements.

The CVs should also highlight higher education, training and publication of technical papers (if any) by the key personnel in the related field as well as their experience in providing training in there lasted fields. The CVs of the proposed personnel should reflect size of the project handled in terms of costs, duration for which services were provided, type of project, etc. Broadly speaking, qualification and experience higher than the minimum requirement will be given higher weight age. Maximum age limit for all Key professionals/experts is 65 years and support staff is 60 Years unless otherwise mentioned explicitly.

### 1. Key Experts:

S. No.	Particulars	No. of Persons	Minimum Qualification	Minimum Experience
1.	Team Leader (Age Limit: Maximum – 65 years)	01	BE/B.Tech in Civil Engineering	<ul style="list-style-type: none"> <li>i. Should have at least 20 years' experience in the design, bidding assistance and or construction supervision including contract &amp; quality management of building projects</li> <li>ii. Should have experience of construction and supervision of at least 2 Commercial/ Building projects or more costing more than 20 Cr.</li> <li>iii. Should have experience of Building projects for at least 2 years as Team Leader or at least 5 years as Deputy Team Leader / Resident Engineer costing more than 10 Cr.</li> </ul>
2.	Resident Civil Engineer (Age Limit: Maximum – 65 years)	03	BE/B.Tech in Civil Engineering	<ul style="list-style-type: none"> <li>i. Should have at least 10 years' experience in the project management, design, bidding assistance, and construction supervision including contract management &amp; quality management of Building projects</li> <li>ii. Should have experience of construction and supervision of at least 2 Commercial/ Building projects or more costing more than 10 Cr.</li> </ul>
3.	Resident Electrical Engineer (Age Limit: Maximum – 65 years)	01	BE/B.Tech in Electrical Engineering	<ul style="list-style-type: none"> <li>i. Should have at least 10 years' experience in the project management, design, bidding assistance, and construction supervision including contract management &amp; quality management of Building projects</li> <li>ii. Should have experience of construction and supervision of at least 2 Commercial/ Building projects or more costing more than 20 Cr.</li> </ul>

**Note:** It's desirable that the majorities of the key expert staff proposed be permanent employees of the bidder or have a next ended and stable working relation with it. Affidavit on Rs. 1000/- non judicial stamp paper shall be given by the bidder for correctness of the CV's uploaded.

## 1. Support Staff:

The Consultant has to submit the CVs of the following support staff at the time of Contract negotiations.

S. No.	Particulars	No. of Persons	Minimum Qualification	Minimum Experience
1	Structural Engineer (Age Limit: Maximum – 65 years)	1	B. Tech in Structure	i. Should have at least 7 years' experience out of which minimum 5 years' experience in Design of Buildings.
2	Architect (Age Limit: Maximum – 65 years)	1	B. Architect	i. Should have at least 7 years' experience out of which minimum 5 years' experience in Planning & Designing of Buildings.
3	Site cum Quality Engineer (SQE) (Civil) (Age Limit: Maximum – 60 years)	9	BE/B.Tech in Civil Engineering	i. Should have at least 5 years' experience in the project management, design, and construction supervision & quality management of Building projects. ii. Should have at least 2 building project experience or more
4	Site cum Quality Engineer (SQEE) (Elect.) (Age Limit: Maximum – 60 years)	3	BE/B.Tech in Electrical Engineering	i. Should have at least 5 years' experience in site execution/ construction supervision works including contract management & quality control of Building projects. ii. Should have at least 2 building project experience or more
5	Assistant Quantity Surveyor (AQS) (Civil) (Age Limit: Maximum – 60 years)	3	BE/B.Tech in Civil Engineering	i. Should have at least 5 years' experience in site execution/ construction supervision works including contract management & quality control of Building projects. ii. Should have at least 2 building project experience or more
6	Assistant Quantity Surveyor (AQSE) (Electrical) (Age Limit: Maximum – 60 years)	1	BE/B.Tech in Electrical Engineering	ii. Should have at least 5 years' experience in site execution/ construction supervision works including contract management & quality control of Building projects. iii. Should have at least 2 building project experience or more costing 5 Cr.
7	Supervisor (Civil) (Age Limit: Maximum – 55 years)	18	Diploma in Civil	i. Should have at least 5 years' of experience in construction supervision of projects out of which minimum 3 years' shall be of Building projects ii. Should have at least 1 building project experience or more costing 5 Cr.
8	Supervisor (Elect.) (Age Limit: Maximum – 55 years)	6	Diploma in Electrical	i. Should have at least 5 years' of experience in construction supervision of projects out of which minimum 3 years' shall be of Building projects ii. Should have at least 1 building project experience or more costing 5 Cr.
9	Land Management Expert (Age Limit: Maximum – 65 years)	1	Graduate	i. Should have at least 20 years' of experience in dealing land matters and 3 years or above as revenue Tehsildar or equivalent.
10	CAD Operators	1	Diploma in CAD / Computer Science	i. Should have at least 3 years of experience in CAD working in building projects.
11	Computer Operators (1 Computer operator for 18 months)	7	Certificate Course in Computer and Graduate Degree (Placement will be decided by CE)	i. 03 years' experience preferable working with Consultancy / Construction Company.
12	Office Boy	6	8 <sup>th</sup> Standard	i. Should have worked in some private bidder.
13	Land Management Assistant (Age Limit: Maximum – 65 years)	6	12 <sup>th</sup> Standard	i. Should have at least 10 years of experience in dealing land matters at the level of Patwari.
14	Office manager cum accountant	1	Graduate	i. 03 years' experience in managing any office and having good knowledge of accounts.

### Note:

- The number of RCE, REE, SQE, EE, Supervisor etc. mentioned above are indicative only and actual numbers required are to be decided by the Mission Director, NHM. Also, if personnel at additional positions like Material Engineer, Quantity Survey or, etc. are required, the same may be done by the Mission Director, NHM, based on the size and nature of the assignment.
- Deployment of Land Management Assistants nos and locations shall be as per work requirement and may change as per quantum of work within project / work site.

### **SECTION 3. TECHNICAL PROPOSAL STANDARD FORMS**

- 3A**     Technical Proposal submission form.
- 3B**     Bidder's references.
- 3C**     Consultants Annual Turnover from Consultancy Services.
- 3D**     Comments and suggestions on the Terms of Reference.
- 3E**     Description of the methodology and work plan for performing the assignment.
- 3F**     Team composition and task assignments.
- 3G**     Format of Curriculum Vitae of proposed professional staff.
- 3H**     Activity (work) schedule.



### 3A. TECHNICAL PROPOSAL SUBMISSION FORM (on letter head of the bidder)

To,  
The Mission Director,  
NHM, JAIPUR

**Sub: “Consultancy services for supervision and quality control of multiple construction work”  
under NHM Rajasthan Package – 2**

Sir/Madam,

We, the undersigned, offer to provide the consulting services for **“Consultancy Services for Supervision and Quality Control of Multiple Construction Works under NHM, Rajasthan”**, in accordance with your Request for Proposal dated.....(Date)..... We are here by submitting our Proposal, which includes Technical Proposal and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal. we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

**Authorized Signatory**  
**Name and Title of Signatory:**  
**Name of Bidder: Address:**

### 3B. BIDDER'S REFERENCES

Relevant Services Carried out in the Last Five Years

#### Which Best Illustrate Qualifications

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

Assignment Name:		Country with location:
Assignment Period:		Cost of Project (Construction) in INR:
Name of Principal Employer:		Address with Telephone No. & Fax No.:
Actual Start (Date/ Month/ Year)	Actual Completion (Date/ Month/ Year)	Value of Consultancy Services Received (In INR):
No. of Staff Provided by the Bidder:		No. of Staff Months Provided by the Bidder:
Name of Association Bidder (s) if any:		Address with Telephone No.& Fax No of the Association Bidder.:
No. of Professional Staff provided by Associated Bidder(s)		No. of Staff Months Provided by the Associated Bidder:
Approx. Value of Services given by the Consultant (In INR):		Approx Value of Services given by the Associated Bidder (In INR):
Name of Senior Staff (Executive Engineer/ Coordinator, Team Leader, etc.) of the consultant involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by the consultant's Staff:		

**Signature of Authorized Representative  
(Certificate from Principal Employer regarding  
experience should be furnished)**

### **3C. CONSULTANTS ANNUAL TURN OVER FROM CONSULTANCY SERVICES**

#### **ANNUAL TURN OVER FOR THE PRECEDING 3 FINANCIAL YEARS**

<b>Year</b>	<b>Amount (in INR)</b>
2020-21	
2021-22	
2022-23	
2023-24	
<b>Average</b>	

**Note: In support of the Annual Turnover, copy of the Turnover duly certified by a Statutory Auditor/ chartered accountant must be enclosed.**

**Signature of Authorized Representative**

### **3D. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE**

#### **On the Terms of Reference**

- 1.
- 2.
- 3.
- 4.
- 5.

**CONSULTING BIDDER's NAME:**

### **3E. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

### 3F. Team Composition and task assignments

S. No.	Name of Division	Present Site Location (Unit/ Districts)	Team Leader	Resident Civil Engineer	Resident Elect. Engineer	Structure Design Engineer	Architect
<b>Package 2</b>							
1	Kota, Chittorgarh, Banswara, Sawai Madhopur, Bharatpur, Part Jaipur	Kota	1	1	1	1	1
2		Baran					
3		Jhalawar					
4		Chittorgarh					
5		Rajsamand					
6		Banswara		1			
7		Dungarpur					
8		Pratapgarh					
9		Tonk					
10		Sawai Madhopur					
11		Bundi					
12		Bharatpur		1			
13		Dholpur					
14		Karauli					
		<b>Total</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>1</b>

S. No.	Name of Division	Present Site Location (Unit/ Districts)	Site cum Quality Engineer (Civil)	Site cum Quality Engineer (Elect.)	Assistant Quantity Surveyor (Civil)	Assistant Quantity Surveyor (Elect.)	Supervisor (Civil)	Supervisor (Elect.)
<b>Package 2</b>								
1	Kota, Chittorgarh, Banswara, Sawai Madhopur, Bharatpur, Part Jaipur	Kota		1	1	1	18	6
2		Baran	1					
3		Jhalawar	1					
4		Chittorgarh	1					
5		Rajsamand	1					
6		Banswara	1	1	1			
7		Dungarpur						
8		Pratapgarh	1					
9		Tonk						
10		Sawai Madhopur	1					
11		Bundi						
12		Bharatpur	1	1	1			
13		Dholpur						
14		Karauli	1					
		<b>Total</b>	<b>9</b>	<b>3</b>	<b>3</b>	<b>1</b>	<b>18</b>	<b>6</b>

S. No.	Name of Division	Present Site Location (Unit/ Districts)	Land Management Expert	CAD Operator	Computer Operator*	Office Boy*	Land Management Assistant	Office manager cum accountant
<b>Package 2</b>								
1	Kota, Chittorgarh, Banswara, Sawai Madhopur, Bharatpur, Part Jaipur	Kota	1	1	3	4	1	
2		Baran						
3		Jhalawar						
4		Chittorgarh			1	1	1	
5		Rajsamand						
6		Banswara			1	1	1	
7		Dungarpur						
8		Pratapgarh						
9		Tonk					1	
10		Sawai Madhopur			1		1	
11		Bundi						
12		Bharatpur			1		1	
13		Dholpur						
14		Karauli						
		<b>Total</b>	<b>1</b>	<b>1</b>	<b>7</b>	<b>6</b>	<b>6</b>	<b>1</b>

### **3G. FORMAT OF CURRICULUM VITAE (CV)\*FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Professional Qualification: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Years with Current Bidder/ Entity: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

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Detailed Tasks Assigned \_\_\_\_\_ -

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#### **Key Qualifications:**

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

---

#### **Education**

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, proof of degrees obtained and documentary evidence of age proof)

---

#### **Employment Record**

(Starting with present position, list in reverse order every employment held). List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, source of funding (World Bank, ADB, JBIC, UN etc.) for the projects handled, types of activities performed and client reference, where appropriate.)

---

#### **Languages:**

(For each language indicate proficiency—excellent, good fair or poor, in speaking reading and writing)

## SUMMARY OF THE CV

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

### Education:

- i) Field of Diploma /Graduation and year
- ii) Field of Graduation/ Post graduation and year
- iii) Any other specific qualification

### Experience

Total experience in Building Project: \_\_\_\_\_ Yrs.

Responsibilities held:

S.No.	Position Held	Period		Assignment period
		From	To	

### Undertaking:

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. Further I certify that I am available for the assignment and shall be willing to work for the client for the entire duration of the position. I have also not left any ongoing project of the client without its approval and have not been debarred by the client in past.

Date (Day/ Month/ Year): \_\_\_\_\_

**Signature of staff member  
Bidder**

**Signature of Authorized representative of the**

**Full name of staff member**

**Full name of authorized representative**

**Note: CVs should be originally signed in blue ink on each page by both the proposed professional staff and the authorized representative of the bidder along with the proof of age and qualification. Key information should include number of years working for the bidder/ entity, and degree of responsibility held in various assignments. Photo copy or unsigned CV shall not be considered.**



### 3H. ACTIVITY (WORK) SCHEDULE

<b>Reports (for each Work contract package)</b>	<b>Frequency</b>
1.Monthly Progress report	Every month By 10 <sup>th</sup> of following Month (3 copies)
2.Quarterly Progress Report	Every Quarter By 10 <sup>th</sup> day of April, July, October and January (3 copies)
3. Quality Assurance Plan	At Commencement time (3 copies)
4.Supervision Manual	At commencement time (3copies)
5.Completion report and all As built drawings	On completion of construction (3 copies)

## **SECTION 4. FINANCIAL PROPOSAL STANDARD FORMS**

- 4A** Financial Proposal submission form.
- 4B** Summary of Cost
- 4C** Breakdown of Remuneration (Key Experts and Non-Key Experts)
- 4D** Breakdown of Reimbursable Expenses
- 4E** Appendix: Note for Preparation of Financial Proposal

**FIN-4A FINANCIAL PROPOSAL SUBMISSION FORM (On letter head of the bidder)**

*(Location, Date)*

To,

**Mission Director, NHM, Jaipur**

**Subject:** Financial Proposal for “Consultancy services for supervision and Quality control for Construction of Multiple construction Works, under NHM Rajasthan, Package - 2”

Sir/Madam,

We, the under signed offer to provide the services for **Consultancy services for supervision and Quality control for Construction of Multiple construction Works, under NHM Rajasthan, Package - 2** in accordance with your Request for Proposal dated ..... (Date) ..... and our proposal (technical & financial).

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, upto expiration of the validity period of the Proposal.

We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act1988”.No commission or gratuity of any kind is included in the proposal as it is not allowed.

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

Yours sincerely,  
Signature Authorized Person  
Name and Title of Signatory:  
Name & address of Bidder:

### FIN-4B SUMMARY OF COST

S. No.	Particular	Form	Amount in Rs. (figure)	Amount in words
1	Remuneration	4C		
2	Reimbursable Expenses	4D		
3	Contingencies fixed sum during entire contract period		1000000	Ten lakhs
	Total			

- Note – 1. This includes the cost of Transportation, all taxes, service charge, etc. but excluding GST.
2. GST will be paid extra as per applicable. Proof of GST deposit with Govt. shall be submitted with NHM.

**FIN-4C BREAKDOWN OF REMUNARATION  
(Key Experts and Non-Key Experts)**

1. Remuneration of Professional Staff for **each Package** should be submitted in the below prescribed format for further consideration:

S. No.	Name of Staff	Position	Rate per month including all Taxes, Service Charge etc. but excluding G.S. T (in Rupees)	Proposed Nos	Proposed Man Month	Total Amount (in Rupees)
A.	<b>Key Expert (s)</b>					
1		Team Leader	200000.00	1	30	6000000.00
2		Resident Civil Engineer	135000.00	3	90	12150000.00
3		Resident Electrical Engineer	135000.00	1	30	4050000.00
		<b>Sub Total (A)</b>		<b>5</b>	<b>150</b>	<b>22200000.00</b>
B.	<b>Non-Key Expert (s)</b>					
1		Structure Design Engineer	125000.00	1	15	1875000.00
2		Architect	100000.00	1	15	1500000.00
3		Land Management Expert	70000.00	1	18	1260000.00
4		Site cum Quality Engineer (Civil)	75000.00	9	270	20250000.00
5		Site cum Quality Engineer (Elect.)	75000.00	3	90	6750000.00
6		Assistant Quantity Surveyor (Civil)	70000.00	3	90	6300000.00
7		Assistant Quantity Surveyor (Elect)	70000.00	1	30	2100000.00
8		Supervisor (Civil)	50000.00	18	540	27000000.00
9		Supervisor (Elect.)	50000.00	6	180	9000000.00
		<b>Sub Total (B)</b>		<b>43</b>	<b>1248</b>	<b>76035000.00</b>
C.	<b>Support Staff</b>					
1		CAD Operator	45000.00	1	30	1350000.00
2		Computer Operators (1 Computer operator for 18 months exclusively for land management team )	20000.00	7	198	3960000.00
3		Land Management Assistant *	30000.00	6	72	2160000.00
4		Office manager cum accountant	30000.00	1	30	900000.00
5		Office Boy	15000.00	6	180	2700000.00
		<b>Sub Total (C)</b>		<b>21</b>	<b>510</b>	<b>11070000.00</b>
		<b>Grand Total [(A) + (B) + (C)]</b>		<b>69</b>	<b>1908</b>	<b>109305000.00</b>

Note :-

- b. Consultant will hire accommodation and arrange transportation of support staff, and supervisor travels. One RE (Civil) + RE (Elect.) office will be clubbed with TL office, the minimum area for TL office is 1500 Sqft. and minimum area of RE office is 1000 Sqft.
- c. 25% Support staff may be curtailed on completion of 50% of number of works.

\*Initially 6 persons (Land Management Assistant) shall be deployed for 6 month continuously. Subsequently 50 % persons will continue with intermittent deployment input as per requirement of work limited to nos of man months mentioned i.e. (72).

## FIN- 4D BREAKDOWN OF REIMBURSABLE EXPENSES

### 1. Transportation (Fixed rate on rental basis)

The Consultant shall provide vehicle to the client and use of consultant which shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc. throughout the course of the engagement for approx 3500 km/month run. Vehicle shall be in good condition and not more than 5 years old.

S. No.	Description of Vehicles	Qty.	Total	Rate/ Vehicle/ Month including all Taxes, Service Charge etc. but excluding G.S. T (Rs.)	Amount (Rs.)
		(No. of vehicle-month)			
1	Innova or equivalent	2*30	60	75000.00	4500000.00
2	Swift Desire/ Etios or equivalent	8*30	240	50000.00	12000000.00
3	Bolero (4000 Km)	1*18	18	60000.00	1080000.00
<b>Total (1)</b>			<b>318</b>		<b>17580000.00</b>

### 2. Office Rent, Supplies, Utilities, Communication etc.

S. No.	Item	Description	Months	Rate per month including all Taxes, Service Charge etc. but excluding G.S. T	Amount
1	Office	Office including Rental, maintenance, operation including cost of facilities for consultant staff i.e. furniture, AC/ Fan/ Cooler, computers, etc.) with Computers and requisite software for projects management and designing including electricity and water charges per month (1 TL + 1 RE (Civil) + 1 RE (Elect) office combine and 2 RE offices at specified locations)	30	300000.00	9000000.00
2	Report printing and office operation	Office supplies utilities, communication, networking, fax including reports as provided in description of services and other presentation etc. including all costs (1 TL + 1 RE (Civil) + 1 RE (Elect) at TL office and 2 RE offices at specified locations)	30	100000.00	3000000.00
3	Trip visit to Jaipur	Visit to Jaipur for review and management meeting per month not below the key person TL/ Authorised representative with approval of competent authority of NHM.	60	15000.00	900000.00
<b>Total (2)</b>			<b>90</b>		<b>12900000.00</b>

### 3. Contingency

1	Contingency provision Lump sum for contact duration		-	<b>1000000.00</b>
<b>Total (3)</b>			-	<b>1000000.00</b>
<b>Grand Total – 1+2+3</b>				<b>140785000.00</b>

**Note:** - A fix amount of Rs. 1000000.00 shall be included in financial proposals. The provision of contingency shall be operated with the specific approval from the competent authority/ MD NHM.

## APPENDIX

### NOTE FOR PREPARATION OF FINANCIAL PROPOSAL

- 1 **Form FIN- 4A** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
- 2 **Form FIN-4B** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 3 **Form FIN-4 C** Remuneration
  - (i) The purpose of Form FIN-4C is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts for each package. FIN-4C should be submitted separately for each package.
  - (ii) Consultant will be working for six days in a week except second Saturday. However due to requirement of the project the consultants may require to work on the holidays for which no over time will be paid. Consultant will leave head quarter with the permission of Team Leader. Consultants will be eligible for holidays as per National Instrument Act as agreed by NHM on yearly basis.
  - (iii) Working Hours: Office working hours would be in such a manner that 8 working hours is available in a day; preferably office timings may be kept from 9.00 AM to 6.00 PM & lunch from 1.00 to 2.00 PM. No overtime will be paid in case of work required to be done beyond the office time for project performance and as mentioned in the special condition of contract.

**Attendance:** Team leader will ensure that proper attendance register system of Consultants staff is maintained at office. Visit to other project towns by the personnel will be marked in the register on daily basis.
- 4 **Form FIN-4D**–Reimbursable Expenses

The purpose of Form FIN-4D is to identify all reimbursable expenditures in local currencies considered by the Consultant necessary to carry out the assignment.

For the sake of clarity, the payment for all reimbursable expenses will be paid as per unit rate given in the agreement and the Consultant is not required to submit any supporting vouchers or proof of payment for these items. The quantities will be certified by the Team Leader.

  - (i) Transportation
  - (ii) Office Supplies, utilities and Communication

Note:-

*All necessary office equipment and furniture like computer hardware, printers, software's, Networking devices, maintenance & up-gradation of the system, fax machines, EPABX, photocopier, ACs, chairs, tables etc. as applicable under project shall be arranged by the consulting bidder.*

## SECTION 5. TERMS OF REFERENCE (TOR)

### 1. OBJECTIVE OF THE ASSIGNMENT:

The objectives of the engaging external consulting agency is to ensure timely completion and handover of all the construction works with due regards to quality, safety and environment practices to the end client Central/State Government in accordance with the latest IS provisions.

### 2. LOCATION AND DESCRIPTION OF THE PROJECT:

NHM has grouped, and packaged projects based on the location and value, the selected agency shall provide project supervision and quality control services for each of the following packages as per below table:

Package - II List (Zone - Jaipur- II)			
S. No.	Division	Total Nos	Amount (in lacs)
1	Banswara	114	18898.00
2	Bharatpur	68	34093.00
3	Chittorgarh	28	21610.00
4	Jaipur-I	48	14668.17
5	Kota	38	14102.00
6	Sawai Madhopur	40	12160.00
	<b>Total</b>	<b>336</b>	<b>115531.17</b>

**Table 1:** Package wise list of projects and their cost of construction

### 3. BROAD SCOPE OF SERVICES:

The selected agency shall comprehensively supervise all the works and activities carried out by the Contractor(s) as “Engineer’s Representative” under the respective project in a manner that would ensure:

1. Total compliance of technical specifications during execution of works and various other requirements contained in the respective contracts by the Contractor(s)
2. Ensure high standards of quality assurance system is developed and followed as per the respective prevailing National Codes and Standards in the Consultancy as well as the works and activities of the Contractor(s)
3. Documentation and periodic reporting to NHM of the Projects(s) progress and compliances/ non-compliances including quality inspections and ATR, safety measures adopted, material management, etc. by the Contractor(s)
4. Coordination among the client and contractor(s), consultants, and local bodies for resolution of bottleneck(s)
5. Conducting bi-weekly meeting with concerned Executive Engineer and Contractors, and regularly sharing the meeting minutes for the same with NHM.

### 4. DETAILED SCOPE OF WORKS

The agency’s main responsibility is to ensure execution of work with due controls for safety, quality control, cost control, time control and project progress monitoring. The Services to be performed by the agency shall include but not be limited to those described hereunder.

1. The selected agency shall set up framework of quality assurance plan (if not already in place) consisting of model documents on management procedures for managing construction, design,



quality, safety, environment, reporting, project schedule, etc. as per the respective prevailing National Codes and Standards. These model documents would form the basis for monitoring project status on periodic basis.

2. The agency shall suggest and ensure the contractor(s) prepare and follow approved Method Statement(s) and Work Procedure(s) for execution of any works.
3. The agency shall develop formats for inspection and testing procedures for quality control at site and record keeping including model documents for key aspects of the Project(s).
4. Through proper coordination with the Contractor(s) and monitoring of site work the agency shall ensure that the Contractor(s) do not carry out any work without approved working drawings and agreed procedures, method statements, work procedures and inspection and testing procedures.
5. The agency shall carry out periodic progress review and suggest correction actions for arresting slippages in monthly progress report indicating the critical activities. The agency shall also review and comment on the Project Programs submitted by the Contractor(s) and ensure compliance of such comments in the revision thereof. It shall also carry out periodic reviews of the Contractor(s)'s resources vis-a-vis Project Program and ensure that the Contractor(s) mobilizes additional resources to meet the Program requirements.
6. The agency shall ensure compliance of all rules of Indian Building Codes and Standards related to the execution of the Project(s).
7. The agency shall carry out scheduled inspections of work sites and issue site instructions and assist NHM to issue and resolution of non-conformance notices to the Contractor(s) after identification of defects or non-conformance to specifications, method statements or to any other requirement in the Contract identified by NHM, Raj. It shall also monitor that the Contractor(s)'s own quality inspection teams carry out similar regular inspections and raising site instructions and non-conformances.
8. The agency shall assist the client to verify the measurements in the presence of the Contractor(s) with the actual work done at site to the conformance of respective contracts.
9. The agency shall monitor and ensure that the Contractor(s) mobilize adequate and suitable workers, sub-contractors, materials and construction equipment's for carrying out works as per the approved Project Program.
10. The agency shall monitor and ensure that the Contractor(s) carry out construction in compliance of environmental standards, safety of the works, safety of road traffic, safety of personnel/ public, and safety of construction equipment(s) complying environmental and safety standards laid down in the Contract(s) and quality assurance documents.
11. The agency shall monitor and ensure that every incident at the work site is reported and recorded and that the Contractor takes corrective and preventive measures for avoiding their recurrence. Further it shall also inspect and report unsafe and inferior practices at the work site through control documents and ensure that the Contractor(s) takes corrective and preventive measures to improve the practices to avoid accidents.
12. The agency shall review, quantify, comment and submit its recommendations to NHM on claims of items and variations by the Contractor(s), if any. It is the duty of the Consultant to keep a tag on variation in quantities in work contracts and raise alarm sufficiently in advance to enable NHM take necessary corrective action.
13. The agency shall inspect and approve materials received at site for use in permanent works and ensure that quality of such materials is in accordance with the contractual specifications in

consideration and consent of NHM.

14. During the course of execution of the Project(s) the agency shall suggest modifications in the Contractor(s)'s work program, procedures, method statements; material sources etc. and ensure that they are compiled by the Contractor(s) in accordance with the Contract(s).
15. The agency shall prepare and present monthly progress reports to the client, containing description of ongoing, completed, and delayed project activities illustrated by bar charts, comments on the Contractor(s) progress report and progress/ completion photographs.
16. The agency shall inspect, measure, record and approve setting out and other such intermediate stages of work which is about to be covered or put out of view before permanent work is placed thereon so as to enable the Contractor(s) to proceed with the work at site without causing any delay and at the same time with proper checks and records before a work gets hidden.
17. The agency shall check and review concrete mix design, temporary works design, drawings, and such other construction related proposals from the Contractor(s) and submit comments for consideration of approval by the client. The Consultant has to inform the client in advance regarding any modification from GFC drawing issued to site in case of site constraint(s) (along with the cost and time impact on the project) and coordinate with project architect in the process of approval. RSR approval to various plans, design, documents, drawings, etc. shall be made available to the Contractor(s) through the Consultant.
18. The agency shall witness, verify, analyze and check the laboratory and field tests carried out by the Contractor(s) and carry out independent tests if felt necessary. And will maintain complete quality control records as per NHM norms.
19. The agency shall assist and advise the client in taking appropriate and timely actions for ensuring fulfillment of the Contractual obligations by the Contractor(s) and successful completion of Project(s) in time.
20. The agency shall maintain records, test data; details of variations, correspondence and diaries in the formats specified/ approved by the client and shall submit them from time to time as per requirement.
21. The agency shall assist the client in meetings with the Contractor(s) and co- ordination work with different agencies and hold meetings for proper and timely implementation of the works.
22. The agency shall check, compile and ensure completion drawings and as built drawings through the Contractor(s) and submit them to the client.
23. The agency shall carry out any other assignment given by the client toward fulfillment of the Objective of the consultancy and which are restricted to such Services as are necessary for fulfilling the obligations of the Engineer.
24. The agency shall ensure that advance action is taken by the contractor to make suitable provisions for inserts during construction of civil works for various services like electricity, air conditioning, water supply, sewage system ventilation etc.

## **5. TIMING OF SERVICES**

The agency shall be engaged for a time period of 30 month and till the completion of projects mentioned as per table 1. However, in the event of delay in the completion of the Project not attributable to the agency, NHM may grant such extension of time as in his opinion is reasonable having regard to the extension of time granted to the Contractor(s) from time to time. In case of any extension of time, with or without damages, the selected agency shall complete the Services in all respect within such extended time. After completion of the project the consultancy services may be

continued upto one year after the date of handing over of the project.

## 6. STAFFING

The selected agency is required to deploy the following personnel for the indicated duration. The duration given is indicative and subject to variation by agreement between the Consultant and NHM. The team composition for the entire project is indicated as below:

### **Consultants Team Composition and Staffing Schedule**

S. No.	Name of Post	Number	Duration in man month
1	Team Leader (Age Limit: Maximum – 65 years)	1	30
2	Resident Civil Engineer (Age Limit: Maximum – 65 years)	3	90
3	Resident Electrical Engineer (Age Limit: Maximum – 65 years)	1	30
4	Structure Design Engineer	1	15
5	Architect	1	15
6	Site cum Quality Engineer (Civil) (Age Limit: Maximum – 60 years)	9	270
7	Site cum Quality Engineer (Elect.) (Age Limit: Maximum – 60 years)	3	90
8	Assistant Quantity Surveyor (Civil) (Age Limit: Maximum – 60 years)	3	90
9	Assistant Quantity Surveyor (Electrical) (Age Limit: Maximum – 60 years)	1	30
10	Supervisor (Civil)	18	540
11	Supervisor (Elect.)	6	180
12	Land Management Expert (Age Limit: Maximum – 65 years)	1	21
13	CAD Operators	1	30
14	Computer Operators (1 Computer operator for 18 months exclusively for land management team)	7	198
15	Office Boy	6	180
16	Land Management Assistant (Age Limit: Maximum – 65 years)	6	108
17	Office manager cum accountant	1	30

#### **Note:**

1. The agency should deploy such manpower within 15 days of request from NHM failing which penal actions may be taken by NHM.
2. Selected agency shall ensure that staff shall always be available and shall plan the deployment of the staff within 15 days from the approval of the required personnel by NHM.
3. The staff deployment proposed is for Building projects in execution phase. The staff deployment may be amended (increased / decreased) based on changes as per the requirement and discretion of NHM.
4. The duration of the assignment shall be for 30 months which may be extended on the discretion of NHM further for 12 months on mutual agreement subject to satisfactory performance.

## **7. PENALTY CLAUSE FOR DEFICIENCY OF SERVICES**

Deficiencies in the services on part of supervision Consultants may attract penal provisions in the form of fines, by the client. In case of delay attributed to supervision Consultants penalty @ Rs. 5000/- per day per site and delay in mobilization / absent of required staff at any stage of the contract will attract penalty @ 1% of billing rate of staff per person per day in addition to deduction of salary for the days of absence and/or debarment. However maximum amount of penalty will be limited to 10% of contract price.

Sample deficiencies include but are not limited to the following:

- a) Not acting impartially or acting in collusion with contractor in a ward of variation, use of incorrect material, etc.
- b) Not keeping proper records regarding quality control, inspection, rejection/ rectification of work etc.
- c) Failure to give proper and timely information to client/ contract or to enable correction during execution, delay in / withholding approvals etc.
- d) Refusing to give reasons for decisions when called for by the client.
- e) Not being fully conversant with manuals, specifications, standards, client's/ Ministry's guidelines and requirement of the project to be followed during construction.
- f) Not exercising required scrutiny/ non approval of temporary stretch/works.
- g) Lack of proper coordination with contractors and Project Manager/ client's representative to ensure smooth implementation of projects.
- h) Delay in mobilization of required staff at any stage of the contract.
- i) Indulging in corrupt, fraudulent, coercive, or collusive practices.
- j) Deficiency in deployment of man power as per scope of work
- k) Poor quality of work execution
- l) Delay in submission of monthly RA bills
- m) Delay in project execution/completion
- n) Non-compliance of different clauses of scope of work

## **8. DEPLOYMENT OF PERSONNEL:**

Agency shall be required to empanel personnel in advance for the services as it may deem necessary as per the implementation plans of projects. The selected agency shall submit CVs of personnel proposed to be deployed within 15 (Fifteen) days of written intimation issued by NHM. The qualifications and experience of personnel shall conform to the qualifications and experience set out in this TOR.

Maximum age limit for all key professionals / experts is 65 years and support staff is 60 years unless otherwise mentioned explicitly. However, the maximum age can be relaxed by NHM in case of exceptionally deserving candidate. NHM shall conduct interview of each personnel prior to deployment for approval.

All the cost related to the interview shall be borne by the Consultant. If the personnel are found suitable, a written approval shall be issued by NHM. If any personnel are found to be unsuitable, then NHM shall request the consultant to submit other CVs and the same procedure of approval shall follow.

The personnel approved by NHM shall be deployed by the Consultant within 15 (Fifteen) days of written intimation issued by the client.

## **9. REPLACEMENT:**

1. Should it become necessary due to unavoidable circumstance to replace personnel of the team specified by name the consultant would forthwith provide a replacement acceptable to the NHM with comparable or better qualifications and an interview shall be conducted by NHM with no extra cost with that replaced personal.

2. The personal shall only be engaged after approval of NHM. If the person replaced is, at the time of replacement, in the field, the consultant shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration allowable for such replacement shall be at 10% reduced rate as agreed between the NHM and the consultant for the person being replaced.
3. In the event that any of the personnel is found by the NHM to be incompetent, or guilty of misbehavior or incapable in discharging the assigned responsibilities satisfactorily, the client may instruct by giving a notice of 7 (Seven) days to the consultant, at the expense of the consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the NHM.
4. The decision of NHM in such event shall be final and binding on the consultant.

#### **10. DEPLOYMENT SCHEDULE:**

The number of positions and duration of deployment of personnel shall be decided and reviewed and adjusted from time to time by NHM in consultation with the consultant, as may be appropriate for efficient performance of services provided. The consultant shall make adjustment, effective in the deployment schedule, without delay.

#### **11. INFRASTRUCTURE AND OFFICE SETUP:**

1. The Consultant should engage adequate number of necessary office attendants, data entry operators and support staff for the smooth execution of the work. No additional payment shall be made for this purpose.
2. The Consultant, at its own cost procure install, operate, maintain office equipment such as computers, printers & scanners, Fax machine, UPS and other peripherals and all consumables as required for efficient discharge of duties.
3. The Consultant shall procure and keep it activated, internet connection, telephone connections and mobile cell phones for the team members during the project period.
4. The consultant shall operate and maintain at its own cost required number of vehicles for the use of its members during the project period. A total of 11 vehicles (1 each with team leader and Resident engineer and one Bolero for land management team) shall be generally available with the site team for the duration of the project for carrying out smooth execution of the work. However MD, NHM reserve to review the requirement after 50% period of services.

## **SECTION 6: DRAFT FORM OF CONTRACT**

### **CONTRACT FOR CONSULTANT'S SERVICES**

**Between**

**MISSION DIRECTOR**  
**NHM, JAIPUR**

**(Name of Client)**

**And**

---

**(Name of Consultant)**

**Dated: .....**

#This is a draft Contract for Consultancy Services. In case of any ambiguity, the provisions of TOR /RFP will prevail while framing the Contract Agreement.

## 1. FORM OF CONTRACT

This CONTRACT (here in after called the “Contract”) is made on the \_\_\_\_\_day of the Month of \_\_\_\_\_, 2024 between, on the one hand \_\_\_\_\_(here in after Called the “Client) and ,on the other hand, \_\_\_\_\_(here in after called the “Consultants”).

### WHERE AS

- (a) The Client has requested the Consultants to provide “**Consultancy services for supervision and quality control of multiple construction works under NHM Rajasthan, Package-2**” as defined in the General Conditions of Contract attached to this Contract (here in after called the “Services”);
- (b) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

**NOW THEREFORE** the parties here to here by agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) Letter of acceptance (LoA);
  - (b) Addendum/Corrigendum;
  - (c) RFP Document;
  - (d) Technical Submissions.
  - (e) Financial Submissions.
  - (f) Copy of Performance Bank Guarantee.
- 2. The mutual rights and obligations of the Client and the Consultants shall be asset for thin the Contract; in particular
  - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultants in accordance with the Provisions of the Contract.

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

<p>Authorized Signatory For and on behalf of the  <b>Mission Director, NHM, JAIPUR</b></p> <p>(.....)  <b>Chief Engineer, NHM, JAIPUR</b></p>	<p>Authorized Signatory For and on behalf of  <b>M/s.....</b></p> <p>(.....)  <b>Authorized Signatory</b></p>
<p><b>Witness</b></p> <p>1. Signature Name</p>	<p><b>Witness</b></p> <p>2. Signature Name</p>



## **SECTION 7: GENERAL CONDITIONS OF CONTRACT**

### **ARTICLE-1: DEFINITIONS & INTER PRETATIONS**

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

**"AGREEMENT"** means the 'Agreement' concluded on 'non-judicial stamp paper' of 'Rajasthan State', between 'EMPLOYER' and the 'Consultant' for services as per this RFP Document.

Employer means the Mission Director, NHM, JAIPUR.

**"EMPLOYER'S REPRESENTATIVE"** means the person appointed or authorized from time to time by **Mission Director, NHM, JAIPUR** for execution of the Contract.

**"CONSULTANT'S REPRESENTATIVE"** means the person appointed from time to time by CONSULTANT for execution of the Contract.

**"ENGINEER-IN-CHARGE"/"EXECUTIVE-IN-CHARGE"** shall mean the person designated from time to time by EMPLOYER and shall include those who are expressly authorized by him to act for and on his behalf for operation of the Contract.

**"SIGN-OFF"** means a recorded statement for completion of a milestone /major activity by Consultant as envisaged in this document and accepted by EMPLOYER.

**"CONTRACT"** shall mean the "Agreement" and all attached exhibits and documents referred to therein and all terms and conditions thereof, together with any subsequent modifications there to.

**"SERVICES"** mean the duties to be performed and the services to be rendered by the Consultant according to the terms and conditions of the Contract.

**"HEADINGS"** the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

**"SINGULAR & PLURAL WORDS"** importing the 'singular' only also include the 'plural' and vice-versa, wherever the context so requires.

### **ARTICLE-2: PERFORMANCE OF DUTIES & SERVICES BY CONSULTANT**

Consultant shall perform its services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations, and shall exercise all reasonable professional skills, care and diligence in discharge of said work. Consultant shall in all professional matters act as a faithful advisor to EMPLOYER and will provide all the expert commercial/technical advice and skills which are normally required for the class of services for which it is engaged. Consultant, its staffs, employees shall carry out all its responsibilities in accordance with the best professional standards.

Consultant shall prepare and submit the documents /reports, etc. in due time and in accordance with the Bid conditions.

Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carry out this job and such persons shall not be replaced or substituted without written approval of EMPLOYER.

### **ARTICLE-3: EMPLOYER'S REPRESENTATIVE**

EMPLOYER shall nominate its representative(s) who shall be entitled to act on behalf of EMPLOYER with respect to any decision it is empowered to make. The bill / invoice of Consultant will be certified for payment by such representatives.

#### **ARTICLE-4: CONSULTANT'S REPRESENTATIVE**

Consultant shall nominate a qualified and experienced person as its representative who will be the contact person between EMPLOYER and Consultant for the performance of the Contract. This nomination shall be done within 'ten [10] days' after the coming into force of the Contract. Consultant shall notify EMPLOYER in writing prior to the appointment of a new representative. Consultant's representative may be replaced only with **Employer's** consent after getting approved his CV's from EMPLOYER. EMPLOYER shall be at liberty to object to any nomination and to require the Consultant to remove any Consultant's representative for good causes. Consultant shall replace immediately such person by a competent substitute at no extra cost to EMPLOYER.

Consultant's representative shall be entitled to act on behalf of the Consultant with respect to any decisions to be made under the Contract.

#### **ARTICLE-5: PAYMENT TERMS**

##### **Monthly PMC Manpower Charges:**

1. 80% (Eighty Percent) of Manpower Charges shall be paid on monthly basis for the project on submission of invoice in triplicate duly certified by the concerned Executive Engineer of the project in the manner mentioned against each item as under.
  - a) Manpower Charges of Key Staff shall be released as per the actual no. of manpower deployed as per the NHM approved deployment plan and against attendance sheet submitted and approved from Executive Engineer by consultant as per the project requirement for the Manpower deployed.
  - b) Manpower Charges of Support Staff required to meet the scope of work shall be released as per the actual no. of manpower deployed against attendance sheet submitted by consultancy as per the project requirement for the Manpower deployed in consultation with the Executive Engineer.
2. Monthly payment will be made to the consultant on pro-rata basis based on actual availability of the vehicle for that particular month.
3. A Yearly fixed charge for stationery and printing will be made to the consultant. 100% charges will be distributed in equal installments (3.33% of 10 lakhs) during the course of 30 months, for the duration of the project.

##### **Note:**

- i. The above payments shall be released by the end of the following month provided the invoice has been submitted by the consultancy within 5th day of the following month duly certified by the concerned Executive Engineer on satisfactory performance of the work and timely submission of deliverables mentioned in the Scope of Works.
- ii. For attendance for part of the calendar month the payment will be made in the ratio of no of days attended to the no of working days available in the month.

##### **Final Payment:**

4. Part Balance 10% (Ten percent) payment of Manpower Charges will be released in proportion to the value of construction works completed and handed over successfully. If construction work having A&F sanction of "X" amount are completed from the total construction cost of package "Y" then 10% will be calculated  $10/100 \times X/Y \times \text{contract value}$ . Remaining 10 % payment for one complete package shall be released subject to completion of all works, testing & commissioning, taking over, clearance certificate from Executive Engineer that entire project is completed satisfactorily as envisaged under the scope of work.

NHM shall not be responsible for providing any financial support except above mentioned fee. Any other expenditure like travelling, staying, communication, boarding and lodging etc. for the consulting team stationed at Project Site/other places shall have to be borne by the CSQC agency itself.

#### **ARTICLE-6: PERFORMANCE SECURITY:**

- (1) Performance security shall be solicited from all successful bidders except the
  - i. Departments/Boards of the State Government or Central Government,
  - ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013.
  - iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013

- iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government; or The State Government may relax the provision of performance security in a particular procurement or any class of procurement.)
- (2) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.
- (2A) Notwithstanding anything contained in sub-rule (2) above, where the State Government being of the opinion that there exist grave stations such a natural calamity or Pandemic or Epidemic diseases or floods etc, in which the economy is adversely affected, the State Government may, by order, direct the procurement entity to reduce the performance security taken in case of existing contracts of ongoing projects, from such date and on such conditions as may be specified in the order)
- (3) Performance security shall be furnished in any one of the following forms-
  - (a) Bank Draft or Banker's Cheque of a scheduled bank,
  - (b) National Savings Certificate and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - (c) "[Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank). It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security,
  - (d) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security,  
The Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- (4) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

#### **ARTICLE-6 A: ADDITIONAL PERFORMANCE SECURITY:**

In addition to Performance Security as specified in rule 75, an additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced bid amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque Government Securities [Bank Guarantee or Electronic Bank Guarantee(e-BG)  
Explanation: For the purpose of this rule

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid amount quoted by the bidder:

The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

#### **ARTICLE-7: CONFIDENTIALITY:**

Consultant/EMPLOYER shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in anyway, information, documents, technical data, experience and know-how given to him by EMPLOYER/Consultant without the prior written consent of the later.

Consultant further undertakes to limit the access to confidential information to those of its employees, implementation-partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

#### **ARTICLE-8: TAXES & DUTIES**

Consultant shall pay any and all taxes, duties, levies, etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties [except Goods and Service Tax]. Goods and Service Tax shall be reimbursed as per actual.

No variation in taxes and duties except GST shall be payable. Employer shall deduct 'Income Tax' at source at applicable rates.

#### **ARTICLE-9: Standing Committee for Settlement of disputes:**

If any question, difference of objection, whatsoever shall arise in any way, in connection with or arising out of this instrument of the meaning of operation of any part thereof, of the right duties or liabilities of either part then, save in so far, as the decision of any such matter, as herein before provided has been otherwise provided for and whether it has been finally decided accordingly, or whether the contract should be terminated, or has been rightly terminated and as regards the rights or obligations of the parties as the result of such termination, shall be referred for decision to the empowered Standing Committee, which would consist of the followings

- (i) Administrative Secretary concerned.
- (ii) Finance Secretary or his nominee, not below the rank of Deputy Secretary and /or Chief Accounts officer
- (iii) Law Secretary or his nominee, not below the rank of Joint Legal Remembrance.
- (iv) Mission Director NHM, Rajasthan
- (v) Chief Engineer Medical & Health (Member-Secretary)

The Engineer-in-charge on receipt of application along with non refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. One lac) from the contractor shall refer the disputes to the committee within a period of one month from date of receipt of application. Procedure and Application for referring cases for settlement by the Standing Committee shall be as given in Form RPWA90.

#### **ARTICLE-10: LEGAL CONSTRUCTION**

Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Jaipur (RJ), India.

## **ARTICLE - 11: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES**

EMPLOYER may suspend, in whole or in part, the performance of services of consultant any time up on giving not less than a fifteen [15] days' notice.

Upon notice of suspension, Consultant shall suspend immediately the services.

Upon suspension of the performance of services, Consultant shall not be entitled to reimbursement of the costs related to services performed and not paid.

By fifteen [15] days' prior notice, EMPLOYER may request Consultant to resume the performance of the services, without any additional cost to EMPLOYER.

If the suspension of the duties and services exceeds 'six [06] months', either party shall be entitled to terminate Contract according to Article-16, hereafter.

## **ARTICLE-12: ASSIGNMENT**

Consultant shall not have the right to assign or transfer the benefit and obligations of the Contract or any part thereof to a third party without the prior expressed approval in writing of EMPLOYER, which he shall do at its discretion. However, in event of that, all legal / contractual obligations shall be binding on consultant only.

## **ARTICLE-13: INDUSTRIAL & INTELLECTUAL PROPERTY**

In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep EMPLOYER harmless and indemnified from and against claims, proceedings, damages, costs and expenses [including but not limited to legal costs] for and/ or on account of infringement of said patents, models, trademarks, names or other protected rights.

All documents, report, information, data, etc. collected and prepared by consultant in connection with the scope of work submitted to EMPLOYER, will be the property of EMPLOYER

Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by EMPLOYER for carrying out of any services with any third party. Consultant shall not, without the prior written consent of EMPLOYER, be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

## **ARTICLE-14: LIABILITIES**

Without prejudice to any express provision in the Contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement or any default under this Contract.

Consultant shall remain liable for any damages due to its gross negligence within the next 'twelve [12] months' after the issuance of the provisional acceptance certificate of the Contract. The amount of liability will be limited to 10% of the Contract value.

### **Limitation of the Consultants' Liability towards the Client**

- (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or bidder acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
  - i) for any indirect or consequential loss or damage; and
  - ii) Consultant will maintain at its expenses; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

- iii) The policy should be issued only from an Insurance Company operating in India.
  - iv) The policy must clearly indicate the limit of indemnity in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) and in no case should be for an amount less than stated in the contract.
  - v) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of the Employer. The insurance company may provide an undertaking in this regard.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or bidder acting on behalf of the Consultants in carrying out the Services.
  - (c) Professional Liability Insurance may be accepted for initially one year which shall be extended annually for five years. PLI shall be uniformly taken for a period of five years.

**The risks and the coverage shall be as follows**

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs. 10 lakhs throughout the period of consultancy.
- (c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

**ARTICLE - 15: TERMINATION OF CONTRACT (Termination for Default):**

EMPLOYER reserves its right to terminate/short close the Contract, without prejudice to any other remedy for breach of Contract, by giving one [01] months' notice if Consultant fails to perform any obligation(s) under the Contract, and if Consultant, does not cure his failure within a period of 'thirty [30] days' [or such longer period as EMPLOYER may authorize in writing] after receipt of the default notice from EMPLOYER.

**a) Termination for Insolvency:**

EMPLOYER may at any time terminate the Contract by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to EMPLOYER.

**b) Termination for Convenience:**

EMPLOYER may by written notice sent to Consultant, terminate the Contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by EMPLOYER till the date upon which such termination becomes effective.

#### **ARTICLE-16: MODIFICATION**

Any modification of or addition to the Contract shall not be binding unless made in writing and agreed by both the parties.

#### **ARTICLE-17: CONTRACT AGREEMENT**

The notification of award along with 'Agreement' on non-judicial stamp paper [of Rajasthan State, only] of appropriate value as per proforma, within 'Fifteen [15] days' from the date of receipt of "LOA", the cost of stamp-paper is to be borne by Consultant, and its enclosures shall constitute the Contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

#### **ARTICLE-18: FORCE MAJEURE**

Shall mean and be limited to the following:

- (a) War/hostilities
- (b) Riots or Civil commotion
- (c) Earthquake, flood, tempest, lightening or other natural physical disasters
- (d) Restrictions imposed by the Government or other statutory bodies, which prevents or delays the execution of the Contract by Consultant

Consultant shall advise EMPLOYER by a registered letter, duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within 'seven [07] days' of the occurrence and cessation of such Force Majeure conditions. In the event of delay lasting over' one month', if arising out of causes of Force Majeure, EMPLOYER reserves the right to cancel the Contract and the provisions governing termination stated under Article-16 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither EMPLOYER nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

Consultant shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their Bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Consultant or the EMPLOYER shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to consultant without being subject to price reduction for delayed completion, as stated elsewhere.

#### **ARTICLE-19: RECTIFICATION PERIOD**

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract. No deviation from such conditions shall be made without EMPLOYER's agreement in writing which must be obtained before any work against the order is commenced. All services rendered by consultant pursuant to the Contract are guaranteed to be of the best quality of their respective kinds. Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within' twelve [12] months' of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 'thirty [30] days' of observance of mistake.

#### **ARTICLE-20: NOTICES**

Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, email, telex /cable or confirmed in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **ARTICLE-21: ACQUISITION OF DATA**

If required, Consultant shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. EMPLOYER, if requested in writing by Consultant, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, coordination, fees, charges, etc. & compliance to the local laws required for completion of the job shall be the responsibility of the Consultant.

#### **ARTICLE – 22 : JURISDICTION OF COURT**

In the event of any dispute arising between parties here etc, in respect or any of the matters comprised in this agreement, the same shall be settled by a competent court having Jurisdiction over the place, where agreement is executed any by no other court, after completion of proceeding's under Article 9 of this contract.



## SECTION: 8- SPECIAL CONDITIONS OF CONTRACT

### 01. GENERAL INFORMATION

The "Scope of Work and Special Conditions of Contract [SCC]" shall be read in conjunction with the "General Conditions of Contract [GCC]", "Financial Proposals" and any other document forming part of the Contract, wherever the context so requires. Notwithstanding the sub-divisions of the documents into separate sections, each part shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so. Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC, unless a different intention appears the provisions of the SCC shall be deemed to override the provisions of GCC, and shall to the extent of such repugnancy or variations, prevail. In case of any contradiction, the decision of the "Employer/Engineer-in-Charge [EIC]" will be final and binding on the Contractor.

### 02. ORDER OF PRECEDENCE

In the case of ambiguity in Financial Proposal, Special terms, General Conditions of Contract, Scope of work etc., the following order of precedence will prevail:

- a) Fax of Intent /detailed Letter of Award along with statement of agreed variations and its enclosures and any corrigendum/ addendum.
- b) Special terms in conjunction with Scope of Work.
- c) General Conditions of Contract.
- d) Bid documents

### 03. TIME SCHEDULE DURING CONSTRUCTION PHASE

The following time schedule will be applicable for the Bid package.

1.	Construction Management and supervision by deploying necessary technical man power to ensure planned progress.	Within 15 days of the award of the work and till completion of the work and closure of contracts.
2.	Completion of project, issue of Completion Certificate, submission of "As Built Drawings", finalization of Contractor's final bill & closing of contract.	Within 60 days after completion of the work.
3.	Obtaining completion certificate and occupation certificate from local authority (if required)	Within 60 days after completion of the work.

#### NOTE:

*The above time schedule will be strictly adhered. However, the same may deviate on account of authentic valid reasons to be recorded and approved by EMPLOYER.*

### 04. FINANCIAL PROPOSAL

The "Financial Proposal" shall be read in conjunction with "Scope of Work and SCC", GCC and any other document forming a part of this Contract. EMPLOYER agrees that fees quoted by consultant and accepted by EMPLOYER shall be paid to them. In case, any activity, though specifically not covered in the Financial Proposal, but the same is covered under "Scope of Work and SCC", etc., no extra claim on this account shall be entertained [as Financial Proposal is to be read in conjunction with other documents forming part of the Contract].

### 05. VALIDITY OF QUOTED RATES

The 'quoted / accepted rates' shall remain valid for the duration of the Contract and 5% escalation will be considered for all items of contract retained beyond 24 months. However for evaluation and award of bid proposal the quoted initial rate shall be considered without increase in billing rates as above subsequently for each payment item

## **06. TAXES AND DUTIES**

The rates quoted in the Financial Proposal shall include all taxes [except Goods and Service Tax], duties, W.C.T., cuss, other levies, etc., Employer's share of Provident Fund, insurance charges, all other levies, etc., as applicable. Employer shall not entertain any such claim, what so ever, on this account [except Goods and Service Tax] at a later date.

The rates quoted in the Financial Proposal shall be inclusive of all equipment's [if any], supervision, transportation, over heads, profits, etc.

## **07. TERMS OF PAYMENT**

The bidder should give the details of his bank account to facilitate payment, if payment is done through the-banking.

The payment shall be made to the consultant pro-rata basis related to the payments made to the Civil Works Contractor and the rate quoted by the Consultant in their financial proposal as percentage of the civil works cost.

No additional payments whatsoever shall be made to the consultant except reimbursement of Goods and Service Tax other than that described in Article 8 above.

Necessary recoveries and all statutory deductions shall be made as per the relevant rates [as per rules & regulations of Government] from the payments to the Consultant.

## **08. TAX LIABILITIES**

The prices quoted in the Financial Proposal should be inclusive of all expenses of transportation, overheads, profits, etc. The same should also be inclusive of all taxes [except Goods and Service Tax, and cuss there on], duties, levies, statutory payments, license fees, etc., imposed by Government of Rajasthan Works Contracts, etc. While quoting the prices, the Consultant shall take into account all these aspects and no separate payment on any account shall be payable to the Consultant at a later date.

Consultant shall be liable for timely payment of all taxes, duties & levies imposed by any Government/ Government Department/ Agency/ Body including local autonomous bodies from time to time without any extra claim from EMPLOYER. However, Goods and Service Tax payable by the Consultant, if any, shall be reimbursed on production of receipt thereof. EMPLOYER shall have no liability on these accounts if Consultant informs EMPLOYER for such liability after closing of the agreement.

Income Tax deductions shall be made from all payments to the Consultant as per rules and regulations in force in accordance with the "Income Tax Act" prevailing from time to time. However, Consultant shall be entitled to get the "TDS Certificate" for the amount so deducted in the format prescribed by the 'Income Tax Department'.

## **09. DEVIATION**

Bid must be submitted without making any additions/ alterations. The bidders shall submit quotation based strictly on terms and conditions and specifications contained in the Bid document and not to stipulate any deviations. Deviations in any manner against any clauses of this Bid document are not allowed and any such deviation if indicated anywhere will render the offer non-responsive and shall be liable to be rejected.

**NOTE: The right to accept the offer will rest with the EMPLOYER. EMPLOYER, however, does not bind himself to accept the lowest offer and reserves to itself the Authority to reject any/all the offers received without assigning any reason whatsoever.**

## **10. AGREEMENT**

Consultant shall enter into an Agreement with EMPLOYER. The proforma for Agreement is enclosed. This will be on a non-judicial stamp paper of appropriate value the cost of which will be borne by Consultant.

## **11. SUPERVISION OF WORK**

The Consultant shall be fully responsible for the works including the progress and quality of works carried out by various contractors at site. They shall ensure continuous supervision and inspection of works, as may be necessary, that the works are carried out strictly in accordance with the approved drawing and specifications and as per Employer's instructions issued in writing from time-to-time.

## **12. WORKING HOURS**

Work may be carried out on all days of the week, including Sundays & Holidays (excluding restricted

Holidays), and extra hours including nights. If contract or carried out work in shifts to achieve the project completion schedule, Consultant has to arrange staff, deployed for the work, accordingly. Consultant should ensure that all the safety precautions have been followed by the contract or during the execution of the work.

### **13. LODGING, BOARDING & TRANSPORTATION**

Lodging, Boarding & Transportation shall be arranged by the Consultant at his own cost.

### **14. IDENTITY CARDS**

The Consultant shall issue 'Identity-Cards' of their personnel to be deployed inside premises, which shall be required to display prominently during the period of their stay within the premises and the 'Identity-Cards' shall have the information as demanded by EMPLOYER authorities.

### **15. COMPLETION CERTIFICATE & FINAL BILL**

The "Engineer-in-Charge EIC" shall normally issue to the Contractor, the "Work Completion Certificate" within one (01) month after receiving an application through Consultant thereof from the Contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of the Contract documents. However, it is the responsibility of the Consultant to recommend for issuing the certificate after ensuring the completion of work in all respect.

### **16. ADHERENCE TO SAFETY REGULATIONS**

All the Contractor's personnel as well as the personnel of consultant, who would be deployed inside the work place, should strictly follow all safety rules and regulations. They should be well-conversant with the safety precautions to be followed in the workplace. The Consultant shall abide by the advice and guidance of the Safety-Officer in the workplace. In addition, the Contractor/ Consultant shall follow all Safety-Codes framed from time to time. Smoking inside the work place premises is strictly prohibited. No Contractor's/ Consultant's personnel are allowed to possess match boxes, lighters, cigarettes, biddies, transistors, or any other material which may cause fire hazards.

Contractor/ Consultant shall also ensure that all existing and amended Fire & Safety rules/ policies of EMPLOYER are strictly observed in the services rendered by him. Contractor /Consultant have to strictly adhere to guidance, instructions issued from time to time in this regard. Any violation on this account shall be the Contractor's/ Consultant's responsibility.

EMPLOYER will not be responsible for any accident/ mishap with the Contractor's/ Consultant's employees. The Contractor/ Consultant shall take necessary action for his employees in case of any incidents.

EMPLOYER shall not provide any medical assistance and shall have no other liability what so ever except as expressly provided under the Contract.

### **17. TERMINATION OF AGREEMENT**

The Agreement with Consultant may be terminated at any time on one month's notice by EMPLOYER without assigning any reason, therefore, such termination notwithstanding, the Consultant shall be entitled to be paid for works actually done by them prior to such termination and shall be liable to pay to the EMPLOYER all damages which, EMPLOYER may have become entitled to for omission or commission on their part upon termination of the Agreement subject to maximum of 10% of the total fee payable.

### **18. A Separate Team of Key Expert (TL. RE) shall be provided by consultant for each package and if similar Key Project Expert (TL / RE etc.) found during Technical Evaluation their mark shall be considered as **0 (Zero) in all packages.****

### **19. The bidding process shall be govern completely under the provision of RTPP Act & Rules, as amended from time to time, in case there is any discrepancy between provision of RTPP Act & Rules and the terms and condition of this bid documents, the former shall prevail.**

### **20. The bidder must go through and become well acquainted with the provision of RTPP Act & Rules and it will be presumed that every bidder who bids in this bidding process has accustomed himself with the RTPP Act & Rules.**

### **21. If the construction cost of works included in package increase upto 10 % of total package cost no staff variation / enhancement is permitted.**

## 22. Appeals

- A. Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the
- B. purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a) Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
  - b) Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- C. The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- D. If the officer designated under (a) above fails to dispose of the appeal filed under that sub- section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- E. The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal:
- F. The officer or authority to which an appeal may be filed under (a) or (d) above shall be :

**First Appellate Authority: Secretary, Medical & Health Dept., GoR**

**Second Appellate Authority: Secretary, Finance (Budget) Dept., GoR**

### **Form of Appeal:**

- a) Every appeal under (a) and (c) above shall be as per ..... along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- d) Fee for Appeal: Fee for filing appeal:
  - i. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - ii. The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

**a. Procedure for disposal of appeal:**

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
  - i. hear all the parties to appeal present before him; and
  - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- b. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- c. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- d. No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

## SECTION: 9- APPENDICES

### APPENDIX – (I)

#### FORM OF BID-SECURING DECLARATION

(On Rajasthan Non-Judicial Stamp Paper worth Rs.50/- + Surcharge on Stamp Paper as per rules)

#### **Form of Bid-Securing Declaration**

Date:

Bid No. :

Alternative No. :

To:

-----  
-----  
We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) When we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) Thirty days after the expiration of our Bid.
- (iv) The cancellation of the procurement process; or
- (v) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:\_\_\_\_\_

Name :.\_\_\_\_\_

In the capacity of :\_\_\_\_\_

Duly authorized to sign the bid for and on behalf of:

Dated on \_\_\_\_\_ day of \_\_\_\_\_

Corporate Seal .....

**APPENDIX – (ii)**  
**Bank Guarantee Bond For Bid Security**  
*(to be given by a Scheduled Bank in India)*

To  
The Governor of the State of Rajasthan  
Through Executive Engineer (M&H), Division – xxxxxx

Whereas the Governor of the State of Rajasthan through Executive Engineer (M&H), Division xxxxxx, (here-in-after called "the Government") has called for tenders for execution of Construction of Sub-District Hospital at xxxxx, District – xxxxxx(including Internal Electrification Work), estimated to cost Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on \_\_\_\_\_ or any extended date and as per normal rules of the Government, Earnest Money is to be deposited before or along with the tender, and whereas, the Rules of the State Government permit deposit of Earnest Money in the form of Bank Guarantee.

1. In consideration of the Governor of State of Rajasthan having made such a stipulation in Rule 595 (iii) (a) of the Public Works Financial & Accounts Rules, and M/s\_\_\_\_\_ (name of contractors) are desirous of depositing Earnest Money in the form of Bank Guarantee in order to participate in the tender for work above mentioned as per said Rules, and will be so permitted on production of a Bank Guarantee for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), We \_\_\_\_\_ (indicate name of the "Bank"), hereinafter referred to as the "Bank" at the request of M/s\_\_\_\_\_, contractor(s), do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) on demand.
2. We \_\_\_\_\_ indicate the name of Bank), do hereby undertake to pay Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Government. Any such demand made on the bank by the Government shall be conclusive and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Government and We \_\_\_\_\_ (indicate the name of Bank), bound ourselves with all directions given by Government regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_).
3. We \_\_\_\_\_ (indicate the name of Bank), undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto. our liability under these presents being absolute, unequivocal and unconditional.
4. We \_\_\_\_\_ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to extend the date of receipt of such tenders for the work as aforesaid or to vary any other terms and conditions of the Notice Inviting Tenders or the tender. extend the validity of tenders, or time for completion of the work, etc. We shall not be relieved from our liability

by reason of any such variation or extension or for any forbearance, act or omission on the part of the Government or any indulgence by the Government. to the said contractor(s) or by any such matter or thing whatsoever which would but for this provision, have the effect of so relieving us.

5. The liability of us \_\_\_\_\_ (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
6. We \_\_\_\_\_ (indicate the name of Bank). lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
7. This Guarantee shall remain valid and in full effect until it is decided to be discharged by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_).
8. It shall not be necessary for the State Government to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the State Government may have obtained or obtain from the contractor.
9. The Bank Guarantee shall be payable at the Headquarters of the Division. or the nearest District Headquarters. If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close or the next working day.

Dated \_\_\_\_\_ day of \_\_\_\_\_

For and on behalf of the Bank  
(indicate the Bank)

### **Signature & Designation**

The above Guarantee is accepted by the Government of the State of Rajasthan.  
For and on behalf of the Governor of State of Rajasthan

**Signature**



**APPENDIX – (iii)**  
**Performance Security**  
*(to be given by a Scheduled Bank in India)*

..... **[Bank's Name, and Address of Issuing Branch or Office]**.....

**Beneficiary:** ..... **[Name and Address of Procuring Entity]** .....

**Date:**.....

**Performance Guarantee No.:**.....

We have been informed that . . . . **[name of the Supplier]** ..... (hereinafter called "the Supplier") has entered into Contract No. . . . . **[reference number of the Contract]**. . . . dated . . . . .with you, for the supply of ..... **[name of contract and brief description of the Goods and Related Services]** ..... (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we . . . . **[name of the Bank]**..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees\* . . . . . **[amount in figures]** . . . . . (Rupees.....)

**[amount in words]**.....) such sum being payable upon receipt by us of your first demand in writing accompanied

by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the . . . . Day of . . . . , ..... \*\*, and any demand for payment under it must be received by us at this office on or before that date.

.....

**Seal of Bank and  
Authorized Signature(s)**

**\* The Guarantor shall insert an amount @ 5% of the Contract Price specified in the Contract**

**\*\* Insert the date sixty days after the expected completion date, including period of Warranty/ Guarantee and maintenance period, if any.**

**राजस्थान सरकार**  
**वित्त (जी. एण्ड टी.) विभाग**

क्रमांक: एफ.1(8)वित्त/साविलेनि/2011

जयपुर, दिनांक: 4 फरवरी, 2013

परिपत्र सं. - 8/2013

**परिपत्र**

जैसा कि आपको विदित है राजस्थान राजपत्र में जारी अधिसूचना दिनांक 24.01.2013 द्वारा राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 (Rajasthan Transparency in Public Procurement Act, 2012) एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 (Rajasthan Transparency in Public Procurement Rules, 2013) राज्य में दिनांक 26.01.2013 से प्रभावी हो गये हैं। समस्त उपापन संस्थाएँ (Procurement Entities) जिसमें राज्य सरकार के समस्त विभाग, सरकार के स्वामित्वाधीन या नियंत्रणाधीन कोई भी राज्य पब्लिक सेक्टर उद्यम, संविधान द्वारा स्थापित या गठित कोई भी निकाय जिसके व्यय की पूर्ति राज्य की समेकित निधि से की जाती है, राज्य विधान मण्डल के किसी अधिनियम द्वारा स्थापित या गठित कोई निकाय या बोर्ड या निगम या प्राधिकरण या सोसायटी या न्यास या स्वायत्त निकाय या राज्य सरकार के स्वामित्वाधीन या नियंत्रणाधीन कोई निकाय, सम्मिलित है, के द्वारा सामग्री, सेवा, संकर्म (Works) के उपापन (Procurement) के मामलों में उक्त अधिनियम एवं नियमों की अक्षरशः पालना सुनिश्चित किया जाना आवश्यक है।

उक्त अधिनियम की धारा 50 के अन्तर्गत राज्य उपापन सुविधा प्रकोष्ठ (State Procurement Facilitation Cell) का गठन किया जा चुका है। उक्त प्रकोष्ठ का नोडल अधिकारी संयुक्त सचिव, वित्त (जीएण्डटी) विभाग को बनाया गया है यदि उपापन संस्था उक्त अधिनियम एवं नियमों के संदर्भ में कोई जानकारी की अपेक्षा रखती है तो प्रशासनिक विभाग के माध्यम से प्रकरण राज्य उपापन सुविधा प्रकोष्ठ को प्रेषित किया जा सकता है।

उक्त अधिनियम की धारा 17 में दिये गये प्रावधान के तहत राज्य लोक उपापन पोर्टल (<http://sppp.raj.nic.in>) बना दिया गया है। उपापन संस्था अधिनियम की धारा 17 (2) एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 के प्रावधानों के अनुसार पालना सुनिश्चित करावें।



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उक्त अधिनियम के अध्याय 3 एवं नियमों के अध्याय 7 के अनुसार बोली लगाने वाला या भावी बोली लगाने वाला (bidder or prospective bidder) उपापन प्रक्रिया के दौरान उपापन संस्था के किसी निर्णय, कार्रवाई या लोप, इस अधिनियम या इसके अधीन जारी नियमों के उपबन्धों के उल्लंघन में है तो वह अपील दाखिल कर सकेगा। इस संबंध में बोली दस्तावेजों, पूर्व अर्हता दस्तावेजों, रजिस्ट्रीकरण दस्तावेजों में प्रथम अपील अधिकारी का पदाभिहित (designated) विनिर्दिष्ट (specified) उल्लेख उपापन संस्था द्वारा किया जाना आवश्यक है। अतः, अधिनियम की धारा 3 (2) में उल्लिखित समस्त विभाग/संगठन अपने स्तर पर प्रथम अपील अधिकारी का निर्धारण कर वित्त विभाग को दिनांक 15 फरवरी, 2013 तक सूचित करें। यहां यह उल्लिखित करना उपयुक्त होगा कि प्रथम अपील अधिकारी उपापन संस्था से एक स्तर उच्च होना आवश्यक है। द्वितीय अपील अधिकारी राज्य सरकार के विभागों के लिये संबंधित प्रशासनिक विभाग होगा। यदि प्रशासनिक विभाग स्वयं उपापन संस्था या प्रथम अपील अधिकारी है तो वित्त विभाग प्रथम/द्वितीय अपील अधिकारी होगा। ऐसे मामलों में जहां वित्त विभाग प्रथम अपील अधिकारी है तो द्वितीय अपील अधिकारी प्रकरण विशेष के अनुसार राज्य सरकार द्वारा पदाभिहित (designated) किया जायेगा।

उक्त अधिनियम के अनुसार सामग्री, सेवा, संकर्म के उपापन के लिये स्टेण्डर्ड बिडिंग डॉक्यूमेन्ट्स प्रक्रियाधीन है। अधिनियम की धारा 59 (Savings) के अनुसार इस अधिनियम में उपबन्धित सामग्री, सेवा एवं संकर्मों के उपापन से संबंधित समस्त नियम, विनियम, आदेश, अधिसूचनायें, विभागीय संहिताएँ, निर्देशिकायें, उपविधियाँ, शासकीय ज्ञापन या परिपत्र जो इस अधिनियम के प्रारम्भ की तारीख को प्रवृत्त थे, उनके इस अधिनियम के उपबन्धों से संगत होने की सीमा तक तब तक प्रवर्त बने रहेंगे जब तक कि उनको इस अधिनियम के अधीन बनाये या जारी किये गये नियमों, मार्गदर्शक सिद्धान्तों, अधिसूचना या यथास्थिति आदेश द्वारा निरसित या अतिक्रमित नहीं कर दिया जाता। अतः, उक्त अधिनियम एवं नियमों के अनुसार सामग्री या सेवा के उपापन के लिये वर्तमान प्रचलित बिड दस्तावेज सामान्य वित्तीय एवं लेखा नियम पार्ट II में दिये गये SR फार्म 14, 15, 16 और 17 तथा संकर्म के उपापन के लिये सार्वजनिक निर्माण वित्तीय एवं लेखा नियम के अपेण्डिक्स XI में दिये गये वर्तमान प्रचलित दस्तावेज बोली दस्तावेजों के रूप में अधिनियम व नियमों के प्रावधानों की सीमा तक प्रयोग किये जा सकेंगे, जब तक कि नवीन स्टेण्डर्ड बिडिंग डॉक्यूमेन्ट्स जारी नहीं किये जाते हैं। तथापि निम्नांकित संलग्नक (Annexures) वर्तमान प्रचलित बोली दस्तावेजों के साथ सम्मिलित करते हुये ही बिड दस्तावेज जारी किया जाना सुनिश्चित किया जाये—

**Annexure A : Compliance with the Code of Integrity and No Conflict of Interest**

**Annexure B : Declaration by Bidders regarding Qualifications**

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**Annexure C : Grievance Redressal during Procurement Process**

**Annexure D : Additional Conditions of Contract**

अतः प्रशासनिक विभाग अपने अधीन समस्त विभागों, कार्यालयों एवं संगठनों से उक्त निर्देशों की कठोरता से पालना सुनिश्चित करावें।

संलग्न: **Annexure A to D**

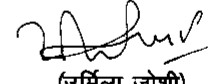


(अखिल अरोरा)

शासन सचिव, वित्त (बजट)

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित है—

1. निजी सचिव, राज्यपाल/मुख्यमंत्री/समस्त मंत्रीगण/राज्य मंत्रीगण।
2. निजी सचिव, मुख्य सचिव/समस्त अति. मुख्य सचिव/समस्त प्रमुख शासन सचिव/समस्त शासन सचिव/समस्त विशिष्ट शासन सचिव।
3. सचिव, राजस्थान विधान सभा, राजस्थान, जयपुर। 4. सचिव, लोकायुक्त सचिवालय, राजस्थान, जयपुर।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर। 6. रजिस्ट्रार, राजस्थान उच्च न्यायालय, जोधपुर/जयपुर।
7. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग।
8. प्रधान महालेखाकार (सविल लेखा परीक्षा) राजस्थान, जयपुर।
9. महालेखाकार (प्राप्ति एवं वाणिज्यिक लेखा परीक्षा)/(ए एण्ड ई) राजस्थान, जयपुर।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
11. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर। 12. समस्त कोषाधिकारी।
13. सिस्टम एनालिस्ट, वित्त विभाग को भेजकर लेख है कि परिपत्र को को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावें।



(उर्मिला जोशी)

संयुक्त सचिव

## **Annexure A : Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

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

### **Conflict of Interest:-**

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

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

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

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## **Annexure B : Declaration by the Bidder regarding Qualifications**

### **Declaration by the Bidder**

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bids No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

Doc1

## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is \_\_\_\_\_

The designation and address of the Second Appellate Authority is \_\_\_\_\_

### **(1) Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

### **(4) Appeal not to lie in certain cases**

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

### **(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Doc1

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

**(6) Fee for filing appeal**

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

**(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



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

Appeal No .....of .....

Before the ..... (First / Second Appellate Authority)

**1. Particulars of appellant:**

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

**2. Name and address of the respondent(s):**

(i)

(ii)

(iii)

**3. Number and date of the order appealed against  
and name and designation of the officer / authority  
who passed the order (enclose copy), or a  
statement of a decision, action or omission of  
the Procuring Entity in contravention to the provisions  
of the Act by which the appellant is aggrieved:**

**4. If the Appellant proposes to be represented  
by a representative, the name and postal address  
of the representative:**

**5. Number of affidavits and documents enclosed with the appeal:**

6. .... Grounds ..... of ..... appeal:

.....  
.....  
..... (Supported by an  
affidavit)

7. .... Prayer:

.....  
.....  
.....

Place .....

Date .....

Appellant's Signature

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

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

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

### **2. Procuring Entity's Right to Vary Quantities**

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

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

**3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)**

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