All Package Lists

Package - I List

	Zone - Jaipur- I							
S. No.	Division	Total Nos	Amount (in lacs)					
1	Ajmer	31	9320.00					
2	Alwar	89	27424.00					
3	Jaipur-II	87	32694.00					
4	Sikar	102	43724.00					
5	Udaipur	37	9417.64					
	Total	346	122579.64					

Package - 1 (Zone Jaipur-I)

* 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	Ajmer	Ajmer	PHC	Bandarsindri	2023-24	143.00
2	Ajmer	Ajmer	SHC	Banseli	2023-24	38.00
3	Ajmer	Ajmer	SHC	Mayapur	2023-24	38.00
4	Ajmer	Ajmer	DH	Kishangarh	2023-24	4096.00
5	Ajmer	Ajmer	PHC	Dhasook	2023-24	143.00
6	Ajmer	Ajmer	SHC	Gadi Gujran	2023-24	38.00
7	Ajmer	Ajmer	SHC	Aakhari	2023-24	38.00
8	Ajmer	Ajmer	SHC	Kaakalwada	2023-24	38.00
9	Ajmer	Ajmer	SHC	Gundli	2023-24	38.00
10	Ajmer	Beawer	CHC	Anandpur Kalu	2023-24	536.00
11	Ajmer	Beawer	SHC	Mediya	2023-24	38.00
12	Ajmer	Beawer	SHC	Theekrana Mahendratan	2023-24	38.00
13	Ajmer	Beawer	SHC	Amarpura	2023-24	38.00
14	Ajmer	Beawer	SHC	Gudiya	2023-24	38.00
15	Ajmer	Beawer	SHC	Jeethdra	2023-24	38.00
16	Ajmer	Beawer	SHC	Nva Badiya	2023-24	38.00
17	Ajmer	Beawer	SHC	Devgarh	2023-24	38.00
18	Ajmer	Beawer	SHC	Patan	2023-24	38.00
19	Ajmer	Beawer	SHC	Lalpura	2023-24	38.00
20	Ajmer	Beawer	SDH	Vijaynagar	2023-24	2529.00
21	Ajmer	Beawer	SHC	Jorawarpura	2023-24	38.00
22	Ajmer	Beawer	SHC	Kesarpura	2023-24	38.00
23	Ajmer	Beawer	SHC	Shivnagar	2023-24	38.00
24	Ajmer	Beawer	SHC	Atitmand	2023-24	38.00
25	Ajmer	Beawer	CHC	Bar	2023-24	536.00
26	Ajmer	Bhilwara	BCMO Office	Bijoliya	2023-24	110.00
27	Ajmer	Kekri	SHC	Rindliya Rampura	2023-24	38.00
28	Ajmer	Kekri	PHC	Kaleda Kanwar Ji	2023-24	143.00
29	Ajmer	Kekri	PHC	Mevda Kalan	2023-24	143.00
30	Ajmer	Kekri	PHC	Syar	2023-24	143.00
31	Ajmer	Kekri	SHC	Bheda	2023-24	38.00
32	Alwar	Alwar	CHC	Alawada	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)
33	Alwar	Alwar	CHC	Umrain	2023-24	536.00
34	Alwar	Alwar	CHC	Harsana	2023-24	536.00
35	Alwar	Alwar	CHC	Pratapgarh	2023-24	536.00
36	Alwar	Alwar	CHC	Iteda	2023-24	536.00
37	Alwar	Alwar	PHC	Malpur	2023-24	143.00
38	Alwar	Alwar	PHC	Dwarapur	2023-24	143.00
39	Alwar	Alwar	PHC	Titpuri	2023-24	143.00
40	Alwar	Alwar	PHC	Hamirpura	2023-24	143.00
41	Alwar	Alwar	PHC	Sahdoli	2023-24	143.00
42	Alwar	Alwar	PHC	Nyana	2023-24	143.00
43	Alwar	Alwar	PHC	Kakrali	2023-24	143.00
44	Alwar	Alwar	PHC	Poonkhar	2023-24	143.00
45	Alwar	Alwar	PHC	Samra	2023-24	143.00
46	Alwar	Alwar	PHC	Surer	2023-24	143.00
47	Alwar	Alwar	SHC	Hodawali Bacchdi	2023-24	38.00
48	Alwar	Alwar	SHC	Kafanwada	2023-24	38.00
49	Alwar	Alwar	SHC	Kyara	2023-24	38.00
50	Alwar	Alwar	SHC	Meenapura	2023-24	38.00
51	Alwar	Alwar	SHC	Varispur	2023-24	38.00
52	Alwar	Alwar	SHC	Firozpur Jageer	2023-24	38.00
53	Alwar	Alwar	SHC	Bamanwas Chougan	2023-24	38.00
54	Alwar	Dausa	BCMO Office	Lawan	2023-24	110.00
55	Alwar	Dausa	CHC	Baijupada	2023-24	536.00
56	Alwar	Dausa	CHC	Nangal Rajawatan	2023-24	536.00
57	Alwar	Dausa	CHC	Garh	2023-24	536.00
58	Alwar	Dausa	CHC	Hudla	2023-24	536.00
59	Alwar	Dausa	CHC	Pratappura	2023-24	536.00
60	Alwar	Dausa	CHC	Gudaliya	2023-24	536.00
61	Alwar	Dausa	CHC	Gudha Katla	2023-24	536.00
62	Alwar	Dausa	CHC	Chareda	2023-24	536.00
63	Alwar	Dausa	CHC	Sonad	2023-24	536.00
64	Alwar	Dausa	PHC	Jhupdiyan Rajawatan	2023-24	143.00
65	Alwar	Dausa	PHC	Kalakhoh	2023-24	143.00
66	Alwar	Dausa	PHC	salempura	2023-24	143.00
67	Alwar	Dausa	PHC	Dhanawad	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)
68	Alwar	Dausa	PHC	Ralayata	2023-24	143.00
69	Alwar	Dausa	PHC	Gahnoli	2023-24	143.00
70	Alwar	Dausa	PHC	Kaluwas	2023-24	143.00
71	Alwar	Dausa	PHC	Nizampura	2023-24	143.00
72	Alwar	Dausa	PHC	Biccha	2023-24	143.00
73	Alwar	Dausa	PHC	Bishanpura	2023-24	143.00
74	Alwar	Dausa	PHC	Deladi	2023-24	143.00
75	Alwar	Dausa	PHC	Chandera	2023-24	143.00
76	Alwar	Dausa	PHC	Hingota	2023-24	143.00
77	Alwar	Dausa	PHC	Kali Pahadi	2023-24	143.00
78	Alwar	Dausa	PHC	Lahidi ka Bas	2023-24	143.00
79	Alwar	Dausa	PHC	Khedi	2023-24	143.00
80	Alwar	Dausa	PHC	Baniyana	2023-24	143.00
81	Alwar	Dausa	PHC	Bilona Kalan	2023-24	143.00
82	Alwar	Dausa	PHC	Indawa	2023-24	143.00
83	Alwar	Dausa	PHC	Sanwasa	2023-24	143.00
84	Alwar	Dausa	SDH	Sikrai	2022-23	4093.00
85	Alwar	Dausa	SDH	Bandikui	2022-23	4093.00
86	Alwar	Dausa	SDH	Mandawari	2023-24	4093.00
87	Alwar	Dausa	SHC	Ganeshpura	2023-24	38.00
88	Alwar	Dausa	SHC	Butoli	2023-24	38.00
89	Alwar	Dausa	SHC	HIngotiya	2023-24	38.00
90	Alwar	Dausa	SHC	Brahaman Bairada	2023-24	38.00
91	Alwar	Dausa	SHC	Badoli	2023-24	38.00
92	Alwar	Dausa	SHC	Alipur	2023-24	38.00
93	Alwar	Dausa	SHC	Leeloj	2023-24	38.00
94	Alwar	Dausa	SHC	Agawali	2023-24	38.00
95	Alwar	Dausa	SHC	Ghumana	2023-24	38.00
96	Alwar	Dausa	SHC	Ralayata	2023-24	38.00
97	Alwar	Dausa	SHC	Padli (Chandera) Sikrai	2023-24	38.00
98	Alwar	Dausa	SHC	Kanwarpua	2023-24	38.00
99	Alwar	Dausa	SHC	Moroli	2023-24	38.00
100	Alwar	Khairthal-Tijara	CHC	Shahbad	2023-24	536.00
101	Alwar	Khairthal-Tijara	CHC	Isroda	2023-24	536.00
102	Alwar	Khairthal-Tijara	PHC	Gothada	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)
103	Alwar	Khairthal-Tijara	PHC	Jagta Basai	2023-24	143.00
104	Alwar	Khairthal-Tijara	PHC	Langadbas	2023-24	143.00
105	Alwar	Khairthal-Tijara	PHC	Budibawal	2023-24	143.00
106	Alwar	Khairthal-Tijara	PHC	Tigava	2023-24	143.00
107	Alwar	Khairthal-Tijara	SHC	Udaipur	2023-24	38.00
108	Alwar	Khairthal-Tijara	SHC	Sakranpur	2023-24	38.00
109	Alwar	Khairthal-Tijara	SHC	Naurangabad	2023-24	38.00
110	Alwar	Khairthal-Tijara	SHC	Mosampur	2023-24	38.00
111	Alwar	Khairthal-Tijara	SHC	Sihali Khurd	2023-24	38.00
112	Alwar	Khairthal-Tijara	SHC	Jojaka	2023-24	38.00
113	Alwar	Khairthal-Tijara	SHC	Dahiya ki Dhani	2023-24	38.00
114	Alwar	Khairthal-Tijara	SHC	Bhajeda	2023-24	38.00
115	Alwar	Khairthal-Tijara	SHC	Rambas Jhopdi	2023-24	38.00
116	Alwar	Khairthal-Tijara	SHC	Nangali Ojha	2023-24	38.00
117	Alwar	Khairthal-Tijara	SHC	Maliyar Jat	2023-24	38.00
118	Alwar	Khairthal-Tijara	SHC	Akoli	2023-24	38.00
119	Alwar	Khairthal-Tijara	SHC	Meerka	2023-24	38.00
120	Alwar	Khairthal-Tijara	Trauma Center	Bhiwadi	2023-24	200.00
121	Jaipur-II	Deedwana- Kuchaman	CHC	Minda	2023-24	536.00
122	Jaipur-II	Deedwana- Kuchaman	CHC	Ghatwa	2023-24	536.00
123	Jaipur-II	Deedwana- Kuchaman	CHC	Dhankoli	2023-24	536.00
124	Jaipur-II	Deedwana- Kuchaman	CHC	Sudrasan	2023-24	536.00
125	Jaipur-II	Deedwana- Kuchaman	CHC	Khunkhuna	2023-24	536.00
126	Jaipur-II	Deedwana- Kuchaman	DH	Kuchamancity	2023-24	5088.00
127	Jaipur-II	Deedwana- Kuchaman	MCH	Kuchamancity	2023-24	1766.00
128	Jaipur-II	Deedwana- Kuchaman	PHC	Badliya	2023-24	143.00
129	Jaipur-II	Deedwana- Kuchaman	PHC	Khariya	2023-24	143.00
130	Jaipur-II	Deedwana- Kuchaman	PHC	Govindi	2023-24	143.00
131	Jaipur-II	Deedwana- Kuchaman	PHC	Soonthali	2023-24	143.00
132	Jaipur-II	Deedwana- Kuchaman	PHC	Pawa	2023-24	143.00
133	Jaipur-II	Deedwana- Kuchaman	PHC	Bichawa	2023-24	143.00
134	Jaipur-II	Deedwana- Kuchaman	PHC	Kharesh	2023-24	143.00
135	Jaipur-II	Deedwana- Kuchaman	PHC	Parewadi	2023-24	143.00
136	Jaipur-II	Deedwana- Kuchaman	SHC	Gunpaliya	2023-24	38.00
137	Jaipur-II	Deedwana- Kuchaman	SHC	Ranisar Jatan	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)
138	Jaipur-II	Deedwana- Kuchaman	SHC	Likhiyas (Jhalara)	2023-24	38.00
139	Jaipur-II	Deedwana- Kuchaman	SHC	Chopro Ki Dhani	2023-24	38.00
140	Jaipur-II	Deedwana- Kuchaman	SHC	Nolasiya	2023-24	38.00
141	Jaipur-II	Deedwana- Kuchaman	SHC	Gurah	2023-24	38.00
142	Jaipur-II	Deedwana- Kuchaman	SHC	Kesarpura	2023-24	38.00
143	Jaipur-II	Dudu	CHC	Boraj	2023-24	536.00
144	Jaipur-II	Dudu	CHC	Mandawari	2023-24	536.00
145	Jaipur-II	Dudu	CHC	Choru	2023-24	536.00
146	Jaipur-II	Dudu	CHC	Sakhun	2023-24	536.00
147	Jaipur-II	Dudu	SHC	Jharna (Mozmabad)	2023-24	38.00
148	Jaipur-II	Dudu	SHC	Harsundarpura Hateli (Modi)	2023-24	38.00
149	Jaipur-II	Dudu	SHC	Kotjever	2023-24	38.00
150	Jaipur-II	Dudu	SHC	Khediram	2023-24	38.00
151	Jaipur-II	Dudu	SHC	Maleda	2023-24	38.00
152	Jaipur-II	Dudu	SHC	Mahantgaon	2023-24	38.00
153	Jaipur-II	Jaipur	PHC	Muhana Mandi, Jaipur	2023-24	143.00
154	Jaipur-II	Jaipur	Satellite Hospital	Sanganer	2023-24	2163.00
155	Jaipur-II	Jaipur-Rural	CHC	Madhorajpura	2023-24	536.00
156	Jaipur-II	Jaipur-Rural	CHC	Badwa	2023-24	536.00
157	Jaipur-II	Jaipur-Rural	CHC	Renwal Manji	2023-24	536.00
158	Jaipur-II	Jaipur-Rural	PHC	Mandore	2023-24	143.00
159	Jaipur-II	Jaipur-Rural	PHC	Rupahedi	2023-24	143.00
160	Jaipur-II	Jaipur-Rural	PHC	Ramnagar	2023-24	143.00
161	Jaipur-II	Jaipur-Rural	PHC	Kashipura	2023-24	143.00
162	Jaipur-II	Jaipur-Rural	PHC	Aakoda	2023-24	143.00
163	Jaipur-II	Jaipur-Rural	SDH	Kishangarh- Renwal	2023-24	4093.00
164	Jaipur-II	Jaipur-Rural	SHC	Kishanpura (Tunga)	2023-24	38.00
165	Jaipur-II	Jaipur-Rural	SHC	Ugawas (Tunga)	2023-24	38.00
166	Jaipur-II	Jaipur-Rural	SHC	Ghata	2023-24	38.00
167	Jaipur-II	Jaipur-Rural	SHC	Tigriya	2023-24	38.00
168	Jaipur-II	Jaipur-Rural	SHC	Sanwaliya	2023-24	38.00
169	Jaipur-II	Jaipur-Rural	SHC	Chandekalan	2023-24	38.00
170	Jaipur-II	Jaipur-Rural	SHC	Akodia	2023-24	38.00
171	Jaipur-II	Jaipur-Rural	SHC	Badli	2023-24	38.00
172	Jaipur-II	Jaipur-Rural	SHC	Manasar Khedi	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)
173	Jaipur-II	Jaipur-Rural	SHC	Tungi	2023-24	38.00
174	Jaipur-II	Jaipur-Rural	SHC	Ballupura	2023-24	38.00
175	Jaipur-II	Jaipur-Rural	SHC	Jorpura Jobner	2023-24	38.00
176	Jaipur-II	Nagaur	CHC	Butati	2023-24	536.00
177	Jaipur-II	Nagaur	CHC	Jhodhiyasi	2023-24	536.00
178	Jaipur-II	Nagaur	CHC	Sanju	2023-24	536.00
179	Jaipur-II	Nagaur	CHC	Kasnau	2023-24	536.00
180	Jaipur-II	Nagaur	CHC	Sankhwas	2023-24	536.00
181	Jaipur-II	Nagaur	CHC	Pachodi	2023-24	536.00
182	Jaipur-II	Nagaur	CHC	Mertaroad	2023-24	536.00
183	Jaipur-II	Nagaur	CHC	Tarnau	2023-24	536.00
184	Jaipur-II	Nagaur	PHC	Tanwara	2023-24	143.00
185	Jaipur-II	Nagaur	PHC	Barnel	2023-24	143.00
186	Jaipur-II	Nagaur	PHC	Sirasana	2023-24	143.00
187	Jaipur-II	Nagaur	PHC	Janana	2023-24	143.00
188	Jaipur-II	Nagaur	PHC	Dhadhi Mati	2023-24	143.00
189	Jaipur-II	Nagaur	PHC	Kharnal	2023-24	143.00
190	Jaipur-II	Nagaur	PHC	Aakali	2023-24	143.00
191	Jaipur-II	Nagaur	PHC	Karnoo	2023-24	143.00
192	Jaipur-II	Nagaur	PHC	Sheelgaon	2023-24	143.00
193	Jaipur-II	Nagaur	SDH	Jayal	2023-24	4093.00
194	Jaipur-II	Nagaur	SHC	Maidandkalan	2023-24	38.00
195	Jaipur-II	Nagaur	SHC	Kutiyasani Kala	2023-24	38.00
196	Jaipur-II	Nagaur	SHC	Modriya	2023-24	38.00
197	Jaipur-II	Nagaur	SHC	Janwva Purv	2023-24	38.00
198	Jaipur-II	Nagaur	SHC	Sarsanda (Antroli Kalan)	2023-24	38.00
199	Jaipur-II	Nagaur	SHC	Ladiya	2023-24	38.00
200	Jaipur-II	Nagaur	SHC	Kaliyas	2023-24	38.00
201	Jaipur-II	Nagaur	SHC	Berawas	2023-24	38.00
202	Jaipur-II	Nagaur	SHC	Kirad	2023-24	38.00
203	Jaipur-II	Nagaur	SHC	Doodhras	2023-24	38.00
204	Jaipur-II	Nagaur	SHC	Jhorda	2023-24	38.00
205	Jaipur-II	Nagaur	SHC	Baipura	2023-24	38.00
206	Jaipur-II	Nagaur	SHC	Maliyo Ki Dhani	2023-24	38.00
207	Jaipur-II	Nagaur	SHC	Mankiyas	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)
208	Sikar	Jhunjhunu	CHC	Tamkor	2023-24	536.00
209	Sikar	Jhunjhunu	CHC	Islampur	2023-24	536.00
210	Sikar	Jhunjhunu	CHC	Sultana	2023-24	536.00
211	Sikar	Jhunjhunu	CHC	Jejusar	2023-24	536.00
212	Sikar	Jhunjhunu	CHC	Aajadi Kalan	2023-24	536.00
213	Sikar	Jhunjhunu	CHC	Alsisar	2023-24	536.00
214	Sikar	Jhunjhunu	CHC	Jhajhar	2023-24	536.00
215	Sikar	Jhunjhunu	DH	Nawalgarh	2022-23	5088.00
216	Sikar	Jhunjhunu	PHC	Kaseru	2023-24	143.00
217	Sikar	Jhunjhunu	PHC	Lamba	2023-24	143.00
218	Sikar	Jhunjhunu	PHC	Bhojasar	2023-24	143.00
219	Sikar	Jhunjhunu	PHC	Derwala	2023-24	143.00
220	Sikar	Jhunjhunu	PHC	Saari	2023-24	143.00
221	Sikar	Jhunjhunu	PHC	Bhimsar	2023-24	143.00
222	Sikar	Jhunjhunu	PHC	Sonthali	2023-24	143.00
223	Sikar	Jhunjhunu	PHC	Chudela	2023-24	143.00
224	Sikar	Jhunjhunu	PHC	Pathana	2023-24	143.00
225	Sikar	Jhunjhunu	PHC	Sonasar	2023-24	143.00
226	Sikar	Jhunjhunu	PHC	Wahidapura	2023-24	143.00
227	Sikar	Jhunjhunu	PHC	Bhamarwasi	2023-24	143.00
228	Sikar	Jhunjhunu	PHC	Lalpur	2023-24	143.00
229	Sikar	Jhunjhunu	PHC	Dumra	2023-24	143.00
230	Sikar	Jhunjhunu	PHC	Bhatiwad	2023-24	143.00
231	Sikar	Jhunjhunu	PHC	Bajawa	2023-24	143.00
232	Sikar	Jhunjhunu	PHC	Sheethal	2023-24	143.00
233	Sikar	Jhunjhunu	SDH	Chirawa	2023-24	4093.00
234	Sikar	Jhunjhunu	SDH	Malsisar	2023-24	4093.00
235	Sikar	Jhunjhunu	SHC	Rayala (Jerali)	2023-24	38.00
236	Sikar	Jhunjhunu	SHC	Badalwas	2023-24	38.00
237	Sikar	Jhunjhunu	SHC	Khajpur Ka Bas	2023-24	38.00
238	Sikar	Jhunjhunu	SHC	Rohida Ki Dhani	2023-24	38.00
239	Sikar	Jhunjhunu	SHC	Ramlalpura	2023-24	38.00
240	Sikar	Jhunjhunu	SHC	Kharkadi	2023-24	38.00
241	Sikar	Jhunjhunu	SHC	Khedaron Ki Dhani	2023-24	38.00
242	Sikar	Jhunjhunu	SHC	Kaji	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)
243	Sikar	Jhunjhunu	SHC	Basnanak	2023-24	38.00
244	Sikar	Jhunjhunu	SHC	Kalali (Mandawar)	2023-24	38.00
245	Sikar	Jhunjhunu	SHC	Kanwarpura	2023-24	38.00
246	Sikar	Jhunjhunu	SHC	Haripura	2023-24	38.00
247	Sikar	Jhunjhunu	SHC	Rampura Gudhabawani	2023-24	38.00
248	Sikar	Jhunjhunu	SHC	Bhwanipra (Bajawa Chirawa)	2023-24	38.00
249	Sikar	Neem Ka Thana	BCMO Office	Patan	2023-24	110.00
250	Sikar	Neem Ka Thana	CHC	Chala	2023-24	536.00
251	Sikar	Neem Ka Thana	CHC	Toda	2023-24	536.00
252	Sikar	Neem Ka Thana	PHC	Sarai	2023-24	143.00
253	Sikar	Neem Ka Thana	PHC	Kotada	2023-24	143.00
254	Sikar	Neem Ka Thana	PHC	Bihar	2023-24	143.00
255	Sikar	Neem Ka Thana	SDH	Khetri	2023-24	4093.00
256	Sikar	Neem Ka Thana	SHC	Papdakalan	2023-24	38.00
257	Sikar	Neem Ka Thana	SHC	Doulatpura (Hathideh) Ajeetgarh	2023-24	38.00
258	Sikar	Neem Ka Thana	SHC	Dhani Sinyawali (Simarala Jangir)	2023-24	38.00
259	Sikar	Neem Ka Thana	SHC	Jajatsingh Nagar (Gavadi)	2023-24	38.00
260	Sikar	Neem Ka Thana	SHC	Chudla	2023-24	38.00
261	Sikar	Neem Ka Thana	SHC	Mangalpura	2023-24	38.00
262	Sikar	Neem Ka Thana	SHC	Aagari	2023-24	38.00
263	Sikar	Neem Ka Thana	SHC	Bharala	2023-24	38.00
264	Sikar	Neem Ka Thana	SHC	Shyamnagar	2023-24	38.00
265	Sikar	Neem Ka Thana	SHC	Haripura	2023-24	38.00
266	Sikar	Sikar	CHC	Balara	2023-24	536.00
267	Sikar	Sikar	CHC	Garinda	2023-24	536.00
268	Sikar	Sikar	CHC	Patoda	2023-24	536.00
269	Sikar	Sikar	CHC	Bibipur Bada	2023-24	536.00
270	Sikar	Sikar	CHC	Gadoda	2023-24	536.00
271	Sikar	Sikar	CHC	Bay	2023-24	536.00
272	Sikar	Sikar	CHC	Phagalwa	2023-24	536.00
273	Sikar	Sikar	CHC	Ranoli	2023-24	536.00
274	Sikar	Sikar	MCH	Khandela	2023-24	1766.00
275	Sikar	Sikar	PHC	Madani	2023-24	143.00
276	Sikar	Sikar	PHC	Surera	2023-24	143.00
277	Sikar	Sikar	PHC	Dudwa	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)
278	Sikar	Sikar	PHC	Karad	2023-24	143.00
279	Sikar	Sikar	PHC	Barala	2023-24	143.00
280	Sikar	Sikar	PHC	Devgarh	2023-24	143.00
281	Sikar	Sikar	PHC	Bidasar	2023-24	143.00
282	Sikar	Sikar	PHC	Purohiton Ka Bas	2023-24	143.00
283	Sikar	Sikar	PHC	Shahapura	2023-24	143.00
284	Sikar	Sikar	PHC	Dheengpur	2023-24	143.00
285	Sikar	Sikar	PHC	Khudi Badi	2023-24	143.00
286	Sikar	Sikar	PHC	Raghunathgarh	2023-24	143.00
287	Sikar	Sikar	PHC	Bathoth	2023-24	143.00
288	Sikar	Sikar	PHC	Kotadi Dhyalan	2023-24	143.00
289	Sikar	Sikar	PHC	Doulatpura	2023-24	143.00
290	Sikar	Sikar	PHC	Rampura	2023-24	143.00
291	Sikar	Sikar	PHC	Rajas	2023-24	143.00
292	Sikar	Sikar	PHC	Khotiya	2023-24	143.00
293	Sikar	Sikar	PHC	Sakray	2023-24	143.00
294	Sikar	Sikar	SDH	Khatushyamji	2023-24	4093.00
295	Sikar	Sikar	SDH	Nechhwa	2023-24	4093.00
296	Sikar	Sikar	SHC	Basdi Kalan	2023-24	38.00
297	Sikar	Sikar	SHC	Khetani Johadi (Kolida)	2023-24	38.00
298	Sikar	Sikar	SHC	Hodsar (Fatehapur Shekhawati)	2023-24	38.00
299	Sikar	Sikar	SHC	Fadanpura (Fatehapur Shekhawati)	2023-24	38.00
300	Sikar	Sikar	SHC	Bhagarsingh Nagar (Gavadi)	2023-24	38.00
301	Sikar	Sikar	SHC	Girdhari Singh Ka Bas (Malikpur)	2023-24	38.00
302	Sikar	Sikar	SHC	Prgatinagar	2023-24	38.00
303	Sikar	Sikar	SHC	Ratali Jhojadi	2023-24	38.00
304	Sikar	Sikar	SHC	Kalyanpura	2023-24	38.00
305	Sikar	Sikar	SHC	Mandela Chhota	2023-24	38.00
306	Sikar	Sikar	SHC	Dhani Chaindas	2023-24	38.00
307	Sikar	Sikar	SHC	Dharmshala	2023-24	38.00
308	Sikar	Sikar	SHC	Khatiwas	2023-24	38.00
309	Sikar	Sikar	Trauma center	Laxmangarh	2023-24	200.00
310	Udaipur	Salumber	CHC	Jhallara	2023-24	536.00
311	Udaipur	Salumber	CHC	Bhabrana	2023-24	536.00
312	Udaipur	Salumber	CHC	Chawand	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)
313	Udaipur	Salumber	PHC	Newa Talai	2023-24	143.00
314	Udaipur	Salumber	PHC	Patiya	2023-24	143.00
315	Udaipur	Salumber	SHC	Partapura	2023-24	38.00
316	Udaipur	Sirohi	CHC	Anadara	2023-24	536.00
317	Udaipur	Sirohi	SHC	Kala Mahadev Kheda	2023-24	38.00
318	Udaipur	Sirohi	SHC	Devo Ka Vera	2023-24	38.00
319	Udaipur	Sirohi	SHC	Buderi	2023-24	38.00
320	Udaipur	Sirohi	SHC	Sutharo Ka Guda	2023-24	38.00
321	Udaipur	Sirohi	SHC	Gudha	2023-24	38.00
322	Udaipur	Udaipur	BCMO Office	Phalasia	2023-24	110.00
323	Udaipur	Udaipur	BCMO Office	Semari	2023-24	110.00
324	Udaipur	Udaipur	CHC	Modi	2023-24	536.00
325	Udaipur	Udaipur	CHC	Bambora	2023-24	536.00
326	Udaipur	Udaipur	CHC	Sayra	2023-24	536.00
327	Udaipur	Udaipur	CHC	Chhani	2023-24	536.00
328	Udaipur	Udaipur	CHC	Sagwada	2023-24	536.00
329	Udaipur	Udaipur	PHC	Batherda Kalan	2023-24	143.00
330	Udaipur	Udaipur	PHC	Dhikwas	2023-24	143.00
331	Udaipur	Udaipur	PHC	Pandiyawara	2023-24	143.00
332	Udaipur	Udaipur	PHC	Navaniya	2023-24	143.00
333	Udaipur	Udaipur	PHC	Gatrali	2023-24	143.00
334	Udaipur	Udaipur	PHC	Vana	2023-24	143.00
335	Udaipur	Udaipur	PHC	Neemdi	2023-24	143.00
336	Udaipur	Udaipur	PHC	Tarawat	2023-24	143.00
337	Udaipur	Udaipur	PHC	Panund	2023-24	143.00
338	Udaipur	Udaipur	PHC	Aggad	2023-24	143.00
339	Udaipur	Udaipur	Satellite Hospital	Vallabhnagar	2023-24	2163.64
340	Udaipur	Udaipur	SHC	Kevda Khurd	2023-24	38.00
341	Udaipur	Udaipur	SHC	Guda	2023-24	38.00
342	Udaipur	Udaipur	SHC	Bhataki	2023-24	38.00
343	Udaipur	Udaipur	SHC	Hika	2023-24	38.00
344	Udaipur	Udaipur	SHC	Dhawadiya	2023-24	38.00
345	Udaipur	Udaipur	SHC	Khajuriya	2023-24	38.00
346	Udaipur	Udaipur	SHC	Bhetda Kalan	2023-24	38.00
			346			122579.64

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

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क्रमांक :	दिनांक :
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ई-निविदा सूचना संख्याः 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	Consultancy services for Supervision and Quality Control of multiple Construction works (Package- 1 under SE- I Jaipur)	1407.00	28.14	30 Months

- 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) & 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 (https://eproc.rajasthan.gov.in and https
- 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,	
6	MD, RISL fee Rs. 2500/- (RTGS)	Jaipur-I / State Health Society /	
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)	14630100007667 / BARB0JAICOM / Udyog Bhawan, Jaipur	

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.
- (i) "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.
- (I) "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 RTPP 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 been 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) 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 1st replacement, 2nd replacement and 3rd 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 years 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. 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:

$S = ST \times TW + SF \times FW$

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 Scrpt/ 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.
- **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) 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 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 - 1

Clause Reference	Description			
1.1	The name of the Employer / (Procuring entity) is: Mission Director, NHM Rajasthan			
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	Date, Time & Venue of pre-bid conference: 09.05.2024 at 11:00 AM in NHM office, Swasthya Bhawan.			
1.1.1	Contact Person: 1. Sh. D.K. Gupta (SE, NHM Mob- 9001552211, Tel 01	-		
	Name of Assignment:			
	Name of work	Estimated Cost (In Lakh)	BID Security (in Lakh)	Stipulated Time Period for Assignment
1.1.1	Consultancy services for supervision and quality control of multiple construction works under NHM Raj. (Package- 1 under SE- I Jaipur)	1407.00	28.14 Bid Security Declaration form (if applicable)	30 Months
1.1.1	The method of selection is: Quality and C	ost Based Sele	ction (70:30)	
1.1.4	The validity of proposal should be: 90 days from the date of opening of Tecl	nnical bid.		
2.0	Email ID for submission of queries: cemhra	j@gmail.com		
3.1	The language in which the proposals should be submitted: English			
5.1	Technical Evaluation Criteria is enclosed at Annexure-I			
5.2	Minimum Technical Score required for technical qualification: A bidder to be qualified in the technical evaluation shall have to attain a minimum technical score of 75 marks (75% of 100).			

6.2	Period of Assignment – 30 Months
7.2	The assignment is expected to commence within 15 days after the award of contract or as directed by the Client at the project site.
8.1.5	Name & Address for Bid Fee / Processing Fee / Bid Security : - Executive Engineer Medical & Health, Jaipur-I State Health Society Account No 14630100007667 IFSC Code - BARB0JAICOM Branch - BOB Udyog Bhawan, Jaipur BID Security : - Rs. 28.14 Lakhs Bid Security Declaration form (if applicable)
8.2.2	Last date and time of submission of proposal: dates and time 28.05.2024 up to 6:00 PM
8.4.2	Date and time of opening of Technical Proposal: 29.05.2024 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 ELIGIBILTY REQUIREMENTS

- **I.** The average annual turnover of bidder shall be at least 50 % of NIB value from constructions super vision 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:

S. No.	Description		Marks
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
		Total	100

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

S. No.	Description	Marks
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
	Total	20

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.

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

^{*}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
	Total	75

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

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

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 10days 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
	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)	
3	\leq 50 personnel - 0 marks	2
	50 to 100 - 1 marks	
4	>100 personnel - 2 marks 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 Additional01 (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
	Total	20

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			
1	General Qualification			
	I) Graduate in Civil Engineering	18 points		
	II) Post Graduation or master's in construction management/Structural Engineering/Geotechnical Engineering or equivalent	05 points	25	
	III) Certificate course in Project Management/Safety/Quality Assurance (1 mark for each certificate with a maximum of 2 points)	02 points		
2	Adequacy for the Project		70	
a)	Professional Experience in Building Projects:			
i)	Total Professional Experience in handling Construction projects • Less than 20 years - 0 points • 20 years - 20 points • Add 1 point extra for each additional year of experience so maximum 5 (five) point.	ubject to	25	
ii)	 Experience in handling medical construction projects One project - 3- Points Add 1 point extra for each additional one project subject to maximum 2 (two) point. 		5	
iii)	Experience as Team Leader or in similar capacity in Building Projects (with Project cost > 25 cr.) • Less than 5 years • 5 years Add 1 point extra for each additional year of experience subject to mate (three) point.		15	
b)	Experience as Team Leader or similar capacity* of project preparation including design of Building Project - (Project cost > 25 cr.) • less than 2 projects - 0 points • 2 Projects - 8 points Add 1 point for each additional project subject to maximum 2 points.		10	
c)	Experience in position of Team Leader/Project Manager or similar capacit building project value • less than 5 cr 0 points • Greater than 5 cr. but less than 25 cr 5 points • Greater than 25 cr15 points	ty of	15	

3	Employment with the Bidder	5
	Employment with the Bidder	
	• Less than 1 year - 0 points	5
	• 1 year -3 points	3
	Add 0.5 points extra for each subsequent year subject to maximum 2 points	
	Total:	100

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)

S. No.	Description		Max. Points	
1	General Qualification		25	
	I) Graduate in Civil Engineering	20 points		
	II) Post Graduation in Construction Management/Structural	05 points	25	
	Engineering/Geotechnical Engineering	T		
2	Adequacy for the Project	1	70	
a)	Professional Experience			
	Total Professional Experience in handling Construction projects			
	 Less than 10 years -0 points 			
i)	• 10 years -15 points		20	
		point extra for each additional completed year of experience subject to		
	maximum 5 (five) points.			
ii)	Experience in handling medical construction projects maximum 5 (five) point for		5	
	one project 3 (Three) Points and 1 (One) point for one additional		J	
	Experience as Resident Engineer/Project Engineer/Executive Engine	eer or equivalent		
	on building construction projects (Project cost > 25 cr.)		20	
iii)	• Less than 3 years - 0 points			
ŕ	• 3 years - 15 points			
	Add 1 points extra for each additional year of experience subject to n	naximum 5		
	(five) points.	. 25		
	Experience in similar capacity in handling building projects (Project	cost >25 cr.)		
iv)	• Less than 2 projects - 0 points		25	
	• 2 projects - 17 points) (E:-1-4):		
	Add 02 points extra for each additional project subject to maximum 8	s (Eight) points.	_	
3	Employment with the Bidder		5	
	Employment with the Bidder			
	• Less than 1 year - 0 points		5	
	• 1 year - 3 points			
	Add 0.5 points extra for each subsequent year subject to maximum 2	-	100	
		Total	100	

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	
1	General Qualification	
	I) Graduate in Electrical Engineering 20 points	25
	II) Post Graduation Electrical Engineering or equivalent 05 points	
2	Adequacy for the Project	70
	Professional Experience	
i)	Total Professional Experience in handling Construction projects • Less than 10 years - 0 points • 10 years - 15 points 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.) • Less than 3 years - 0 points • 3 years - 15 points 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.) • Less than 2 projects - 0 points • 2 projects - 22 points Add 02 points extra for each additional project subject to maximum 8 (Eight) points.	30
3	Employment with the Bidder	5
	Employment with the Bidder • Less than 1 year - 0 points • 1 year - 3 points Add 0.5 points extra for each subsequent year subject to maximum 2 points	5
	Total	100

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	 i. Should have at least 20 years' experience in the design, bidding assistance and or construction supervision including contract & quality management of building projects ii. Should have experience of construction and supervision of at least 2 Commercial/ Building projects or more costing more than 20 Cr. 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.
2.	Resident Civil Engineer (Age Limit: Maximum – 65 years)	03	BE/B.Tech in Civil Engineering	 i. Should have at least 10 years' experience in the project management, design, bidding assistance, and construction supervision including contract management & quality management of Building projects ii. Should have experience of construction and supervision of at least 2 Commercial/ Building projects or more costing more than 10 Cr.
3.	Resident Electrical Engineer (Age Limit: Maximum – 65 years)	01	BE/B.Tech in Electrical Engineering	 i. Should have at least 10 years' experience in the project management, design, bidding assistance, and construction supervision including contract management & quality management of Building projects ii. Should have experience of construction and supervision of at least 2 Commercial/ Building projects or more costing more than 20 Cr.

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 Tehsildaar 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 th Standard	i. Should have worked in some private bidder.
13	Land Management Assistant (Age Limit: Maximum – 65 years)	6	12 th 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:

- 1. 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.
- 2. 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 - 1

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

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:

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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.

		Τ			
Assignment Name:		Country with location:			
Assignment Period:		Cost of Project (Construction) in INR:			
		, i			
Name of Principal Employer:		Address with Telephone No. & Fax No.:			
Actual Start	Actual	Value of Consultancy Services Received			
(Date/ Month/ Year)	Completion (Date/ Month/ Year)	(In INR):			
No. of Staff Provided by the Bid	,	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 providence	led by	No. of Staff Months Provided by the			
Associated Bidder(s)		Associated Bidder:			
Ammor Value of Comvines air	on hy the	Ammor Value of Complete siven by the			
Approx. Value of Services giv Consultant (In INR):	en by the	Approx Value of Services given by the Associated Bidder (In INR):			
Consultant (m nvk).		Associated bluder (III IIVK).			
Name of Senior Staff (Executive	Engineer/ Coordin	nator, Team Leader, etc.) of the consultant			
involved and functions perform	_	, ,			
-					
Narrative Description of Project:					
Description of Actual Services P	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

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

Note: In support of the Annual Turnover, copy of the Turnover duly certified by a Statutory Auditor/ charted 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
			Pack	kage 1			
1		Jaipur	1	1	1	1	1
2	1	Alwar					
3	1	Dausa					
4	1	Sikar		1			
5	Jaipur, Alwar,	Jhunjhunu					
6	- Sikar, Ajmer, - Udaipur	Nagaur					
7	- Oddipui	Ajmer		1			
8	1	Bhilwara					
9	1	Udaipur					
10	1	Sirohi					
		Total	1	3	1	1	1

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.)
	Packag	je 1						
1		Jaipur		1	1	1		
2	1	Alwar	1					
3	1	Dausa	1					
4]	Sikar	1	1	1			
5	Jaipur, Alwar,	Jhunjhunu	1				40	
6	Sikar, Ajmer, Udaipur	Nagaur	1				18	6
7	Oddipui	Ajmer	1	1	1			
8	1	Bhilwara	1					
9	1	Udaipur	1					
10]	Sirohi	1					
		Total	9	3	3	1	18	6

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
	Packag	je 1						
1		Jaipur	1	1	5	4	1	1
2		Alwar					1	
3		Dausa						
4	1	Sikar			1	1	1	
5	Jaipur, Alwar,	Jhunjhunu						
6	Sikar, Ajmer, Udaipur	Nagaur					1	
7	Gaaipai	Ajmer			1	1	1	
8		Bhilwara						
9		Udaipur					1	
10	1	Sirohi						
		Total	1	1	7	6	6	1

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:	
Detailed Tasks Assigned	

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).

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		11.0		.,	

- 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:	

		Period		
S.No.	Position Held	From	То	Assignment period

Undertaking:

Date (Day/ Month/ Year):_____

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.

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

Reports (for each Work contract package)	Frequency
1.Monthly Progress report	Every month By 10 th of following Month (3 copies)
2.Quarterly Progress Report	Every Quarter By 10 th 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 - 1"

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 - 1 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.		Key Expe	rt (s)			
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
		Sub Total (A)		5	150	22200000.00
B.		Non-Key Ex	pert (s)			
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
		Sub Total (B)		43	1248	76035000.00
C.		Support S	Staff			
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
		Sub Total (C)		21	510	11070000.00
		Grand Total $[(A) + (B) + (C)]$		69	1908	109305000.00

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.

	Qty.			Rate/ Vehicle/ Month including all		
S. No.	Description of Vehicles	(No. of vehicle-month)	Total	Taxes, Service Charge etc. but excluding G.S. T (Rs.)	Amount (Rs.)	
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	
	Total (1)		318		17580000.00	

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
	Total (2)		90		12900000.00

3. Contingency

1	Contingency provision Lump sum for contact duration	-	1000000.00
	Total (3)	-	1000000.00
			_

Grand Total – 1+2+3		140785000.00

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

- Form FIN- 4A Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
- 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-1 (Zone - Jaipur- I)					
S. No.	Division	Total Nos	Tentative Value of works for construction supervision consultancy Amount (in lacs)			
1	Ajmer	31	9320.00			
2	Alwar	89	27424.00			
3	Jaipur-II	87	32694.00			
4	Sikar	102	43724.00			
5	Udaipur	37	9417.64			
	Total	346	122579.64			

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
- 1) 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 our 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)	-

#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.

Dated:

1. FORM OF CONTRACT

This CONTRACT (here in after called the "Contract	") is made on theday 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-1" 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.

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

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 duet me and in accordance with the Bid conditions.

Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carry in gout 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 been titled 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 constriction 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* X/Y * 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 been titled 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 hit 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 in fragments 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 duet 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 thereby 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 on firmed 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 over ride 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	Within 15 days of the award of
	deploying necessary technical man power to ensure	the work and till completion of
	planned progress.	the work and closure of contracts.
2.	Completion of project, issue of Completion Certificate,	Within 60 days after completion of the work.
	submission of "As Built Drawings", finalization of	
	Contractor's final bill & closing of contract.	0.0000 11.0000
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 byte Government of Rajasthan Works Contracts, etc. While quoting the prices, the Consultant shall take into account all these aspects and no separatepaymentonanyaccountshallbepayabletotheConsultantatalaterdate.

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 been titled 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 any where will render the offer non- responsive and shall 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 sand 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

<u>APPENDIX – (I)</u> 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, inthe 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 thespecified period;.
(c) when we fail to commence the supply of the goods or service or execute work as per
supply/workorder within the time specified;
(d) when we do not deposit the performance security within specified period after the
supply/workorder is placed; and
(e) if we breach any provision of code of integrity prescribed for bidding specified in the Act
andChapter VI of these rules.
In addition to above the State Covernment shall debou us from neutralizating in any programment
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.
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 document
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

in-afte	eas the Governor of the State of Rajasthan through Executive Engineer (M&H), Division xxxxxxx, (here-r called "the Government") has called for tenders for execution of Construction of Sub-District Hospital xxxx, District — xxxxxxx(including Internal Electrification Work), estimated to cost Rs.
	nd as per normal rules of the Government, Earnest Money is to be deposited before or along with the , and whereas, the Rules of the State Government permit deposit of Earnest Money in the form of Bank
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
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 of 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 excep 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 Distric 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] (h	nereinafter 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] (h	nereinafter called "the Contract").			
Furthermore, we understand that, according to the conditions of the Contract	ct, a performance security is required.			
At the request of the Contractor, we [name of the Bank]pay you any	hereby irrevocably undertake to			
sum or sums not exceeding in total an amount of Rupees* (.Rupees	[amount in figures]			
[amount in words]) such sum being payable upon receipt by accompanied	y us of your first demand in writing			
by a written statement stating that the Contractor is in breach of its oblyourneeding to prove or to show grounds for your demand or the sum spec	_			
The Guarantor agrees to extend this guarantee for a specified period written request for such extension for that specified period, provided to Guarantor beforethe expiry of the guarantee.				
This guarantee shall expire, no later than the Day of ,	**, and any demand for			
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 andmaintenance period, if any.

राजस्थान सरकार वित्त (जी. एण्ड टी.) विभाग

क्रमांकः एफ.1(8)वित्त / साविलेनि / 2011

जयपुर, दिनांकः 4 फरवरी, 2013 परिपत्र कं - 3/2013

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 है। 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।

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, रिजस्ट्रीकरण दस्तावेजों में प्रथम अपील अधिकारी का पदामिहित (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।

जक्त 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, उपविधियां, 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 रहेगें जब तक कि उनको इस अधिनियम के अधीन बनाये या जारी किये गये नियमों, मार्गदर्शक सिद्धान्तो, 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 वस्तावेजों के रूप में अधिनियम व नियमों के प्रावधानों की सीमा तक प्रयोग किये जा सकेगें, जब तक कि नवीन स्टेण्डर्ड बिडिंग डॉक्यूमेन्ट्स जारी नहीं किये जाते है। तथापि निम्नांकित संलग्नक (Annexures) वर्तमान प्रचलित बोली दस्तावेजों के साथ सिम्मित करते हुये ही बिड दस्तावेज जारी किया जाना सुनिश्चत 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 विभागो, कार्यालयों एवं संगठनो से उक्त निर्देशों की कंठोरता से पालना सुनिश्चित करावें।

संलग्नः Annexure A to D

शासन सचिव, वित्त (बजट)

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्रवाई हेत् 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 वेबसाईट 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.

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 Pu	ıblic
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	l 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 activ	ities
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 crim	inal
offence related to my/our professional conduct or the making of false statements	
misrepresentations as to my/our qualifications to enter into a procurement contract wi	thin
a period of three years preceding the commencement of this procurement process, or	
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 Bido	ling
Document, which materially affects fair competition;	Ü
,	
Date: Signature of bidder	
Place: Name:	
Designation:	

Address:

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.

(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 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.

FORM No. 1 [See rule 83]

	Memorandum of Appeal under the Rajasthan Transparency in Public Procus	rement
	Appeal Noof	
	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:	
	Number of affidavits and documents enclosed with the appeal:	
6.		appeal:
		• • • • • • • • • • • • • • • • • • • •
		by an
	affidavit)	
		Prayer:
		• • • • • • • •
	Place	
	Place	
	Place	

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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.