

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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Seal & Signature

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

RFP for “Consultancy services for supervision and quality control of multiple construction works in NHM Rajasthan” (CSQC).

Mission Director, NHM Rajasthan intends to engage a consultant for the following assignments:-

S. No.	Name of work	Estimated Cost (in Lakh)	BID Security (in Lakh)	Time Period for Assignment
1	2	3	4	5
1	Consultancy services for Supervision and Quality Control of multiple Construction works (Package- 3 under SE- Jodhpur)	1339.00	26.78	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.
- Accordingly, RFP under two bid systems (Technical and Financial) are invited from GOI/States PSU's/Govt. companies/Govt. corporations for project management consultant to be assigned as CSQC consultants under different categories.
- 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>)
- The firm will be selected on Quality cum Cost Base (QCBS) procedure as described in the RFP along with detailed terms & conditions.
- Any firm/ consultant participating in more than one bid shall require different sets of resources (human as well as other)
- The bidders have to submit the Proposal online. The Addendum /Corrigendum/ Clarification (if any) shall only be published on the website of (<http://www.eproc.rajasthan.gov.in> and <https://sppp.raj.nic.in>)only. If holiday is declared by the Government of Rajasthan on the date of opening, the same will automatically be shifted to subsequent working days.

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	15.04.2024 up to 6:00 PM
3	Date of Pre-bid conference	02.04.2024 at 11:00 AM in NHM office, Swasthya Bhawan, Jaipur
4	Date/Time and Place for Opening of Technical Bid.	16.04.2024 from 1:00 PM online at EE, M&H, Division Jaipur-I (Swasthya Bhawan, Jaipur)
5	Bid fee Rs. 10,000/- (RTGS)	Executive Engineer Medical & Health, Jaipur-I / State Health Society / 14630100007667 / BARB0JAICOM / Udyog Bhawan, Jaipur
6	MD, RISL fee Rs. 2500/- (RTGS)	
7	BID Security @ 2% of NIB amount RTGS/ Bank Guarantee of scheduled Bank	

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 applications without assigning any reason

(Dr. Jitendra Kumar Soni)
Mission Director
NHM, Raj.

SECTION 1- LETTER OF INVITATION (LOI)

1. INTRODUCTION

1.1. Bids are invited from consulting firms either as a sole firm / joint venture with other consultant 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. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Employer.

The Bidder including individual or any of its Joint Venture Member 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 including individual or any of its Joint Venture Member, as the case may be, nor has been expelled or terminated by any Department or its implementing agencies for breach by such Bidder including individual or any of its Joint Venture Member. (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 (Appendix-B) 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 firm will be selected on QCBS (80:20) procedure described in the RFP.
2. The RFP includes the following documents:

Section 1 –Letter of Invitation

Section 2- Instruction to Consultant with 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, Raj.**

SECTION 2- INSTRUCTIONS TO CONSULTANTS

Definitions

- (a) **“Client/Employer”** means the person who invited this Request for Proposal and whose name is mentioned in the Data Sheet.
- (b) **“Consultant”** means any entity or person that may provide or provides the Services to the Client under this Contract.
- (c) **“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.
- (d) **“Contractor”** means the agency selected by the Client/Employer for executing the civil works.
- (e) **“Data Sheet”** means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (f) **“Day”** means calendar day.
- (g) **“Government”** means the Government of Rajasthan.
- (h) **“Instructions to Consultants”** (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (i) **“LOI”** (Section 1 of the RFP) means the Letter of Invitation.
- (j) **“Personnel”** means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof.
- (k) **“Proposal”** means the Technical Proposal and the Financial Proposal.
- (l) **“RFP”** means the Request for Proposal prepared by the Client for the selection of consultants.
- (m) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- (n) **“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, Jaipur invites bids from reputed project management consultancy firms 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

The employer will select a firm among those invited as per the Letter of Invitation in accordance with method of selection indicated in the Data Sheet.

The consultants are invited to submit Technical and Financial Proposals for consulting services required for the Assignment named in the Data Sheet. The last date of purchase of document is specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately signing of a contract with the selected firm.

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 if one is specified in the Data Sheet. Attending the pre-proposal bid is optional. The Consultant’s representative should contact the officials named in the 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 and contract negotiation. 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 there by 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

A Consultant (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be gagged to prepare an independent environmental assessment for the same project.

A Consultant (include ingots Personnel) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the Contract.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination fits 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 firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm 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).

1.1.4. Validity of the Proposal

The Data Sheet indicates how long Consultant's Proposals must remain valid after the submission date. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultant to extend the validity period of their proposals. Consultants who agree to such extension shall confirm extension of validity of the Proposal. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

Consultants may request a clarification of any of the RFP documents prior to the date of pre-proposal conference. Any request for clarification must be sent in writing via electronic mail to the Client's email ID indicated in the 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 firm, 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.** You are requested to submit your proposal in Two Parts strictly using the formats enclosed herewith (refer section 3, 4 and 5).The Technical Proposal (Hard Bound) should be enclosed in an envelope which should be marked as "Part-1 – Technical Proposal" and be submitted as mentioned in Section-3. The copy of Technical proposal must also be uploaded on e-proc (www.eproc.rajabsthan.gov.in) in electronic form. The Financial Proposal should be submitted only in Electronic Form. No hard copy of the Financial Proposal is to be submitted. Please also refer "procedure under e-Bid ing" defined in the RFP in this regard.

The proposal shall be written in the English language as specified in the 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. In case of JV or inclusion of Associate Company, a MoU indicating the specific Projects, input and role of each Partner etc. shall be submitted with the proposal.

Part 1: Technical Proposal

- 3.2.** You are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at your own risk and may result in rejection of your 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 firm, 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 firm 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 firm.
- 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 data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet

3.4. Your 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 firm's organization and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, 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 firm's involvement. ***The details of assignments on hand shall also be furnished by the consultant and their JV partner, separately.***
- II. Any comments or suggestions on the ToR and a description of the methodology (work plan) which the firm 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 firm.
 - (b) Key information should include years with the firm 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 Firm.
 - (c) If same CV is submitted by two or more firms 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 firm.
 - (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 firm. 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 firm. In

case, a firm 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 firm at the time of contract negotiations 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. However, the officials retired from State/UT PWD may be exempted from producing the experience certificate.

(f) In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy firms shall have to refund the salary and perks drawn including interest @12% 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 firms, 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 firm becomes non-responsive, for the third time, due to the action of replacements of more than 2 key personnel during negotiation, the firm and its constituent JV partners and Associates shall be debarred up to one year for Employer's consultancy projects.

IX. Any additional information.

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

Part II: Financial Proposal

- 3.6.** Your Financial Proposal must be strictly using the formats attached on www.eproc.rajasthan.gov.in of RFP. 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 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

PREPARATION & SUBMISSION OF APPLICATIONS:

- 4.1.** The 'ORIGINAL' proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals.
- 4.2.** All pages of the 'ORIGINAL' Proposal shall be signed by the eligible authority as specified in Para 3.1 of LOI given above.
- 4.3.** You must submit one 'ORIGINAL' proposal only in accordance with "procedure under e-Bidding" defined in the RFP. The Technical Proposal (Hard Bound) should be enclosed in an envelope which should be marked as "Technical Proposal" and be submitted as mentioned above. The copy in electronic form must also be uploaded on www.eproc.rajasthan.gov.in. The Financial Proposal should be submitted only in Electronic Form. No hard copy of the Financial Proposal is to be submitted.
- 4.4.** The sealed Envelope to be submitted to NHM shall contain 2 sealed envelopes, One containing the "Technical Proposal" and other "proof of deposit of Bid fees / processing fees/ Bid Security"
- 4.5.** The technical proposal must also be submitted in a hard bound form with all pages numbered serially, along with an index of submissions. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document). Spiral bound form, loose form, etc will be not accepted. A copy of the Technical Proposal should also be uploaded on the e-portal.
- 4.6.** Your completed proposal must be delivered on or before the time and date stated in the data sheet.
- 4.7.** Any Agency/Key Personnel blacklisted/debarred by P.W.D. and similar other Government Organizations are not eligible for assignment.

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 appointed by the Employer 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 firms on the basis of their technical score not in the conflict of interest with the concessionaire.

Financial Proposal

- 5.3. After the evaluation of Technical Proposals is completed and the shortlist of firms is finalized, the Employer may notify those consultants whose proposals were not considered as per conditions of RFP. The Employer shall simultaneously notify the shortlisted firms indicating the date and time set for opening of the Financial Proposals.
- 5.4. In second stage, the Financial Proposals shall be opened publicly in the presence of the consultant's representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.5. The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- 5.6. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:
SF= 100 x FM/F (F= amount of financial proposal)
- 5.7. Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:
S= ST x Tw + SF x Fw
- Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 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

- 6.1. Prior to the expiration period of validity of proposal, the Employer shall notify the successful firm who submitted the highest scoring proposal in writing by registered letter or facsimile and may either issue LOA if negotiations are not required or may invite it to negotiate the contract. In case two or more firms obtain same score, the firm achieving the highest technical score shall be invited first for negotiations.
- 6.2. Negotiations normally take one to two days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations. The place of negotiation shall be Jaipur.

- 6.3.** Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing and interview of Key personnel. Agreement must then be reached on the staffing and work plan which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimize the required outputs from the firm within the available budget and to define clearly the inputs required from the Employer to ensure satisfactory implementation of the assignment.
- 6.4.** It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- 6.5.** Having selected a firm, among other things, on the basis of an in person assessment of proposed key professional staff through an in person interview, the Employer's expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available.
- 6.6.** 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 datasheet, 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 H1 consultant, his proposal shall be considered as non-responsive. In such case the combined score of remaining technically qualified firms, meeting the non- conflict condition shall be evaluated to arrive at new H1. In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is un-suitable 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 firm becomes non-responsive, for the third time, due to the action of replacements of more than 2 key personnel during negotiation, the firm and its constituent JV partners and Associates shall be debarred up to one year for Employer's consultancy projects.
- 6.7.** Each Team Leader, Key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of the Consultant. At the time of interview, Key Personnel will be required to produce the original of the certificates (Proof of age, Qualifications and experience from their respective employers) in support of their CVs for verification and return. However, the officials retired from State/UT PWD may be exempted from producing the experience certificate. The negotiations shall be concluded with a review of the draft form of Contract. The Employer and the firm will finalize the contract to conclude negotiations.
- 6.8.** Each non-Key staff (Site Cum Quality Engineer and Electrical Engineer) shall be called for interview post award of contract prior to deployment at project site prior to commencement of work at the cost of the Consultant. At the time of interview, Non-Key Personnel (Site Cum Quality Engineer and Electrical Engineer) will be required to produce the original of the certificates (Proof of age, Qualifications and experience from their respective employers) in support of their CVs for verification and return. Post

evaluation, incompetent personnel shall be requested to be replaced by the Client with suitable personnel at the cost of the Consultant within 15 days of notification.

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 deposit performance security @ 5% of the contract price and have to execute agreement on non-judicial stamp paper of requisite value with NHM within 15 days of issue of LOA.
- 7.2** In addition to Performance Security 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. Explanation – (i) Unbalance 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 definite of eighty five percent of estimated bid value minus bid amount quoted by the bidder.
- 7.3** The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

8. PROCEDURE UNDER E-BID ING

8.1 Accessing/ Purchasing of BID documents

- 8.1.1** It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) from any of the licensed Certifying Agency (CA). Bidder should do Online Enrolment in the e- procurement portal of Government of Rajasthan using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-Mudhra CA/ GNFC /IDRBT/ Mtnl Trust line/ Safe Sctpt/ TCS.DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC. The authorized signatory holding Power of Attorney or the person executing such Power of Attorney shall only be the Digital Signatory. In other cases, the Bid shall be considered non responsive.
- 8.1.2** To participate in the bidding, it is mandatory for the Bidders to submit the bids through the e-tending process specified by the Government of Rajasthan, details of which can be seen on the e-procurement portal of State Government <http://eproc.rajasthan.gov.in>.
- 8.1.3** The firm / Joint Venture 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 data sheet)
- 8.1.5** To participate in e- bidding, Bidders have to pay Rs. 2,500 (Rupees Two Thousand Five Hundred only) towards non-refundable to e-procurement service provider against Bid processing fee, Bid fee & BID Security through RTGS in the A/C as per data sheet.

8.2 Preparation & Submission of BIDs:

- 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 in Hard Bound including:

- (a) Power of Attorney for signing the Application
- (b) If applicable, the Power of Attorney for Lead Member of JV;
- (c) Copy of Memorandum of Understanding between JV partners, if applicable;
- (d) Copy of Memorandum of Understanding with Associate, if applicable
- (e) Firms credentials as per format prescribed in SECTION-3 of RFP.
- (f) Technical proposal as per format as prescribed in SECTION-4 of RFP.

(II) Bid Fees, Processing fee & BID Security shall be deposited as per Data Sheet.

II. The Applicant shall submit the original documents specified above in point no. (I) (b) together with their respective enclosures and seal it in an envelope and mark the envelope as “**Technical Proposal**” for the Project for which proposal is submitted and name and address of the Applicant. The envelope must be clearly marked “DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE”. In addition, the Application due date should be indicated on the right-hand corner of the envelope. The envelope duly sealed containing original documents should be submitted before 1100 Hrs. Indian Standard Time on the Application due date at the address mentioned at section-1 para 18 in the manner and form as detailed in the RFP.

III. 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.

IV. 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 data sheet.

8.3 Modifications/ Withdrawal of BIDs

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 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 Data Sheet of this document.

DATA SHEET

Name of work: Consultancy services for supervision and quality control of multiple construction work” under NHM Rajasthan, Package - 3

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: 02.04.2024 at 11:00 AM in NHM office, Swasthya Bhawan.								
1.1.1	Contact Person: 1. Sh. D.K. Gupta (SE, NHM Jaipur-I) Mob- 9001552211, Tel.- 0141-2228747								
1.1.1	<p>Name of Assignment:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Name of work</th> <th style="text-align: center;">Estimated Cost (In Lakh)</th> <th style="text-align: center;">BID Security (in Lakh)</th> <th style="text-align: center;">Stipulated Time Period for Assignment</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Consultancy services for supervision and quality control of multiple construction works under NHM Raj. (Package- 3 under SE- Jodhpur)</td> <td style="text-align: center;">1339.00</td> <td style="text-align: center;">26.78</td> <td style="text-align: center;">30 Months</td> </tr> </tbody> </table>	Name of work	Estimated Cost (In Lakh)	BID Security (in Lakh)	Stipulated Time Period for Assignment	Consultancy services for supervision and quality control of multiple construction works under NHM Raj. (Package- 3 under SE- Jodhpur)	1339.00	26.78	30 Months
Name of work	Estimated Cost (In Lakh)	BID Security (in Lakh)	Stipulated Time Period for Assignment						
Consultancy services for supervision and quality control of multiple construction works under NHM Raj. (Package- 3 under SE- Jodhpur)	1339.00	26.78	30 Months						
1.1.1	The method of selection is: Quality and Cost Based Selection (80:20)								
1.1	Joint Venture is permitted (with only one partner).								
1.1.4	The validity of proposal should be: 120 days from the date of opening of Technical bid.								
2.0	Email ID for submission of queries: cemhraj@gmail.com								
3.1	The language in which the proposals should be submitted: English								
5.1	Evaluation Criteria is enclosed at Annexure-I								

5.2	<p>Minimum Technical Score required for technical qualification:</p> <p>A firm to be qualified in the technical evaluation shall have to attain a minimum technical score of 75 marks (75%of 100).</p>
6.2	<p>Period of Assignment – 30 Months</p>
7.2	<p>The assignment is expected to commence immediately after the award of contractor as directed by the Client at the project site.</p>
8.1.5	<p>Name & Address for Bid Fee/ Processing Fee/ BID Security (RTGS)</p> <p>Executive Engineer Medical & Health, Jaipur-I State Health Society Account No. - 14630100007667 IFSC Code - BARB0JAICOM Branch - BOB Udyog Bhawan, Jaipur</p>
8.2.2	<p>Last date and time of submission of proposal: dates and time 15.04.2024 up to 6:00 PM</p>
8.4.2	<p>Date and time of opening of Technical Proposal: 16.04.2024 from 1:00 PM online at EE, M&H, Division Jaipur-I (Swasthya Bhawan, Jaipur)</p>
-	<p>First appellant authority under RTPP rules-2013 Additional Chief Secretary (M&H) Govt. of Rajasthan.</p>
-	<p>Second appellant authority under RTPP rules-2013 Finance Department Govt. of Rajasthan.</p>

ANNEXURE- I: EVALUATION CRITERIA

MINIMUM ELIGIBILITY REQUIREMENTS

- I. The average annual turnover of single firm / Joint Venture shall be at least 50 % of NIB value from consulting services in the last 3 financial years. In case of Joint Venture, the lead member should fulfill at least 51% of the eligibility requirement as specified below while the other member should fulfill at least 26% of the eligibility requirement as specified below.
- II. The sole bidder should have experience as Supervision & Quality Control Consultant / Project Management Consultant for at least two project(s) in the infrastructure sector (Building works) project costing more than Rs. 25 Crore in single work order during the last seven years. In case of JV, the lead member should have experience for at least one (01) project as above while the other member should have experience for at least one project as above.
- III. The single firm / any member of Joint Venture should not be working as Supervision & Quality Control Consultant for any of the schemes / projects of the Client. Technical Proposals of only the Consultants / Joint Venture meeting 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 firm for the assignment:

S. No.	Description	Marks
1	Year of Establishment of the Firm (In case of JV year of establishment of Lead Member shall be considered)	2
2	Average Annual Turnover (last 3 years) from consultancy business	2
3	Nos. of key personnel with the firm	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	13
5	Experience in DPR preparation for Building Projects of value 25 Cr or more in last 7 years *	1
	Total	20

In case of JV the turnover and experience details of Lead and JV partners to be added. Employer's certificate should be submitted substantiating the experience claimed by the firm.

(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 firm 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 prorated basis).

S. No.	Description	Points
1	General qualifications	25
2	Adequacy for the project	70
3	Employment with firm	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 firm shall begin carrying out the services within 10 days of signing of the Consultancy Agreement.

TECHNICAL EVALUATION CRITERIA

(Refer para 5.2 of Section 2, Data Sheet of RFP)

S. No.	Description	Max. Marks
1	Year of Establishment of the Firm (In case of JV, year of establishment of Lead Member shall be considered) Up to 5 years: 1 mark More than 5 years 2 marks	2
2	Average Annual Turnover (last 3 years) from consultancy business a. < Less than 50% of NIB value - 0 marks b. > More than 50% of NIB value - 2 marks	2
3	Numbers of key personnel (as defined in RFP) with the firm in the construction sector with more than one year with the firm. (Min. 50% staff shall have experience in building sector) ≤ 50 personnel - 0 marks 50 to 100 - 1 marks >100 personnel - 2 marks	2
4	Experience as Supervision & Quality Control Consultant / Project Management Consultant for Building Projects of construction cost greater than 20 crore in the last 7 years. 2 project - 5 marks Additional 01 (one) marks extra for each additional project subject to maximum 8 (eight) marks.	13
5	Experience in DPR preparation for Building Projects of value 20 Cr or more in last 7 years 1 project - 0.50 marks Add 0.25 (point two five) marks extra for each additional project subject to maximum 0.5 (point five) marks.	1
Total		20

Note 1: In case of JV the turnover and experience details of Lead and JV partners to be added.

Note 2: Employer's certificate/ certificate from Statutory Auditor should be submitted substantiating the turnover claimed by the firm.

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

1.1. Comments on Terms of Reference (1 Marks)

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

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

1.2. Quality of Approach and Methodology (3 Marks)

Criteria:

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

1.3. Work Program (1 Marks)

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

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

2.1. Team Leader (1 nos)

S. No.	Description	Max. Points
1	General Qualification	25
	I) Graduate in Civil Engineering II) Post Graduation or master's in construction management/Structural Engineering/Geotechnical Engineering or equivalent III) Certificate in Project Management/Safety/Quality Assurance (1 mark for each certificate with a maximum of 2 points)	20 points 03 points 02 points 25
2	Adequacy for the Project	70
a)	Professional Experience in Building Projects:	
i)	Total Professional Experience in handling Construction projects <ul style="list-style-type: none"> • Less than equal to 20 years -0points • Greater than 20 years -20 points 	20
ii)	Additional 1 point extra for each additional year of experience subject to maximum 5 (five) point.	5
iii)	Experience in handling medical construction projects maximum 5 (five) point for one project 3 (Three) Points and 1 (One) point for one additional project.	5
iv)	Experience as Team Leader or in similar capacity in Building Projects (with Project cost > 20 cr.) <ul style="list-style-type: none"> • Less than 5 years -0 points • More than equal to 5 years -12 points Additional 1 point extra for each additional year of experience subject to maximum 3 (three) point.	15
b)	Experience as Team Leader or similar capacity* of project preparation including design of Building Project - (Project cost > 20 cr.) <ul style="list-style-type: none"> • less than 2 projects -0 points • greater than 2 Projects -8 points Additional 1 point for each additional project subject to maximum 2 points.	10
c)	Experience in position of Team Leader/Project Manager or similar capacity of building project value <ul style="list-style-type: none"> • less than 5 cr. - 0 points • Greater than 5 cr. but less than 20 cr. - 5 points • Greater than 20 cr. -15 points 	15
3	Employment with the Firm	5
	Employment with the Firm <ul style="list-style-type: none"> • Less than 1 year -0 points • More than 1 year -3 points Additionally, 0.5 points for each subsequent year subject to maximum 2 points	5
	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 II) Post Graduation in Construction Management/Structural Engineering/Geotechnical Engineering	20 points 05 points 25
2	Adequacy for the Project	70
a)	Professional Experience	
i)	Total Professional Experience in handling Construction projects <ul style="list-style-type: none"> • Less than 10 years -0 points • Greater than equal to 10 years -15 points Add one point extra for each additional completed year of experience subject to maximum 5 (five) points. Experience in handling medical construction projects maximum 5 (five) point for one project 3 (Three) Points and 1 (One) point for one additional project.	25
ii)	Experience as Resident Engineer/Project Engineer/Executive Engineer or equivalent on building construction projects (Project cost > 20 cr.) <ul style="list-style-type: none"> • Less than 3 years -0 points • Greater than equal to 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.) <ul style="list-style-type: none"> • Less than 2 projects -0 points • Greater than or equal to 2 projects -17 points Add 02 points extra for each additional project subject to maximum 8 (Eight) points.	25
3	Employment with the Firm	5
	Employment with the Firm <ul style="list-style-type: none"> • Less than 1 year -0 points • Greater than 1 year -3 points Add 0.5 points 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.

2.3. Resident Electrical Engineer (1 nos)

S. No.	Description	Max. Points
1	General Qualification	25
	I) Graduate in Electrical Engineering	20 points
	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 <ul style="list-style-type: none"> • Less than 10 years -0 points • Greater than equal to 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.) <ul style="list-style-type: none"> • Less than 3 years -0 points • Greater than equal to 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.) <ul style="list-style-type: none"> • Less than 2 projects -0 points • Greater than or equal to 2 projects -22 points Add 02 points extra for each additional project subject to maximum 8 (Eight) points.	30
3	Employment with the Firm	5
	Employment with the Firm <ul style="list-style-type: none"> • Less than 1 year -0 points • Greater than 1 year -3 points Add 0.5 points 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/Tech in Civil Engineering	<ul style="list-style-type: none"> 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/Tech in Civil Engineering	<ul style="list-style-type: none"> 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/Tech in Electrical Engineering	<ul style="list-style-type: none"> 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 firm or have a next ended and stable working relation with it.

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	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	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 – 65 years)	9	BE/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 – 65 years)	3	BE/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 – 65 years)	1	BE/Tech in Electrical Civil	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 – 65 years)	1	BE/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)	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.)	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	CAD Operators	1	Diploma in CAD / Computer Science	i. Should have at least 3 years of experience in CAD working in building projects.
10	Computer Operators	6	Certificate Course in Computer and Graduate Degree (Placement will be decided by CE)	i. 03 years' experience preferable working with Consultancy / Construction Company.
11	Office Boy	6	8 th Standard	i. Should have worked in some private firm.

Note: The number of RCE, REE, SQE, EE, Supervisor etc. mentioned above are indicative only and actual numbers required are to be decided by the Mission Director, NHM. Also, if personnel at additional positions like Material Engineer, Quantity Survey or, etc. are required, the same may be done by the Mission Director, NHM, based on the size and nature of the assignment.

SECTION 3. TECHNICAL PROPOSAL STANDARD FORMS

- 3A** Technical Proposal submission form.
- 3B** Firm'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 firm)

**To,
The Mission Director,
NHM, JAIPUR**

**Sub: “Consultancy services for supervision and quality control of multiple construction work”
under NHM Rajasthan, Package – 3.**

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, Package-3**”, in accordance with your Request for Proposal dated(Date)..... We are here by submitting our Proposal, which includes Technical Proposal and a Financial Proposal sealed under a separate envelope.

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

We remain,

Yours sincerely,

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

3B. FIRM'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 firm/ entity, either individually as a corporate entity or as one of the major companies with in an association/ JV, was legally contracted.

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

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

3C. CONSULTANTS ANNUAL TURN OVER

ANNUAL TURNOVER AT A FOR THE PRECEDING 3 FINANCIAL YEARS

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

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

Signature of Authorized Representative

3D. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

On the Terms of Reference

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

CONSULTING FIRM'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
Package 3							
1	Jodhpur, Jalore, Bikaner, Churu	Jodhpur	1	1	1	1	1
2		Pali					
3		Jaisalmer					
4		Jalore		1			
5		Barmer					
6		Bikaner		1			
7		Ganganagar					
8		Churu					
9		Hanumangarh					
		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.)	CAD Operator	Computer Operator*	Office Boy*	
Package 3												
1	Jodhpur, Jalore, Bikaner, Churu	Jodhpur	1	1	1	1	18	6	1	2	4	
2		Pali	1									
3		Jaisalmer	1									
4		Jalore	1	1							2	1
5		Barmer	1									
6		Bikaner	1	1							2	1
7		Ganganagar	1									
8		Churu	1									
9		Hanumangarh	1									
		Total	9	3	1	1	18	6	1	6	6	

Note:-

- 1- If any bidder participates in more than one bid, separate set of staff is needed for each separate bid.
- 2- The location of all support staff is indicated and may change as per direction of MD, NHM within the package location mentioned above and no extra payment/ reimbursement claim will be entertained for change of location.
- 3- The no mentioned includes, one computer operator and one office boy for deployment in NHM / Employer officer.

3G. FORMAT OF CURRICULUMVITAE (CV)*FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Professional Qualification: _____

Date of Birth: _____

Nationality: _____

Years with Current Firm/ 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).

Education:

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

Experience

Total experience in Building Project: _____ Yrs.

Responsibilities held:

S.No.	Position Held	Period		Assignment period
		From	To	

Undertaking:

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

Date (Day/ Month/ Year): _____

Signature of staff member

Signature of Authorized representative of the Firm

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 firm along with the proof of age and qualification. Key information should include number of years working for the firm/ 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 (3copies)
2.Quarterly Progress Report	Every Quarter By 10 th day of April, July, October and January (3copies)
3. Quality Assurance Plan	At Commencement time (3 copies)
4.Supervision Manual	At commencement time(3copies)
5.Completion report	On completion of construction (3copies)

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

4A FINANCIAL PROPOSAL SUBMISSION FORM (On letter head of the firm)

(Location, Date)

To,

Mission Director, NHM, Jaipur

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

Sir/Madam,

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

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

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

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

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

4B SUMMARY OF COST

S. No.	Particular	Form	Amount in Crs.	Amount in words
1	Remuneration	4C		
2	Reimbursable Expenses	4D		
3	Contingencies fixed sum during entire contract period		500000	Five lakhs
	Total			

Note – GST will be paid extra as per applicable. Proof of GST deposit with Govt. shall be submitted with NHM.

This includes the cost of Transportation.

**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 (in Rupees)	Proposed Nos	Proposed Man Month	Total Amount (in Rupees)
A.	Key Expert (s)					
1		Team Leader		1	30	
2		Resident Civil Engineer		3	90	
3		Resident Electrical Engineer		1	30	
		Sub Total (A)				
B.	Non-Key Expert (s)					
1		Structure Design Engineer		1	15	
2		Architect		1	15	
3		Site cum Quality Engineer (Civil)		9	270	
4		Site cum Quality Engineer (Elect.)		3	90	
5		Assistant Quantity Surveyor (Civil)		1	30	
6		Assistant Quantity Surveyor (Elect)		1	30	
7		Supervisor (Civil)		18	540	
8		Supervisor (Elect.)		6	180	
		Sub Total (B)				
C.	Support Staff					
1		CAD Operator		1	30	
2		Computer Operator		6	180	
3		Office Boy		6	180	
		Sub Total (C)				
D.	Vehicle					
1		Innova / Scorpio or equivalent for 3500 KM		2	60	
2		Desire or equivalent 3500 KM		8	240	
3		Office Expenses, rental maintenance. Operation including facilities for consultant staff i.e. furniture, AC/ Fan/ Cooler, computers, software etc.) with Computers and requisite for projects management including electricity and water charges per month		1	30	
4		Office supplies utilities, communication, networking, fax including reporting and other presentation cost		1	30	
5		Visit to Jaipur/ SE office for review and management meeting per month by Key professional only		1	30	
6		Contingency Lump sum @500000		-	-	
		Sub Total (D)				
		Grand Total ((A) + (B) + (C) + (D))				

Note : - 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.

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

S. No.	Description of Vehicles	Qty.	Total	Rate/ Vehicle/ Month (Rs.)	Amount (Rs.)
		(No. of vehicle-month)			
1	Innova or equivalent	2*30	60		
2	Swift Desire/ Etios or equivalent	8*30	240		
Total (1)					

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

S. No.	Item	Description	Months	Rate per month	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		
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		
3	Site visit	Visit to Jaipur/ SE office for review and management meeting per month by Key professional only	30		
Total (2)					

3. Contingency

1	Contingency provision Lump sum for contact duration		-	500000.00
Total (3)				

Grand Total – 1+2+3				
----------------------------	--	--	--	--

Note: - A fix amount of Rs. 500000.00 shall be included in financial proposals. The provision of contingency shall be operated with the specific approval from the competent authority/ MD NHM.

APPENDIX

NOTE FOR PREPARATION OF FINANCIAL PROPOSAL

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

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

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

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

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

Note:-

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

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-3 (Zone – Jodhpur)			
S. No.	Division	Total Nos	Amount (in lacs)
1	Bikaner	106	9128.00
2	Churu	67	24081.00
3	Jalore	197	29147.00
4	Jodhpur	149	22493.00
	Total	519	84849.00

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 Project Directors 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 confirmation 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 still 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 shall be continued upto the defect liability period of the project as per discretion of the client.

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 month
1	Team Leader (Age Limit: Maximum – 65 years)	1	30
2	Resident Civil Engineer (Age Limit: Maximum – 65 years)	3	30
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	30
7	Site cum Quality Engineer (Elect.) (Age Limit: Maximum – 60 years)	3	30
8	Assistant Quantity Surveyor (Civil) (Age Limit: Maximum – 60 years)	1	30
9	Assistant Quantity Surveyor (Electrical) (Age Limit: Maximum – 60 years)	1	30
10	Supervisor (Civil)	18	30
11	Supervisor (Elect.)	6	30
12	CAD Operators	1	30
13	Computer Operators	6	30
14	Office Boy	6	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. 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 will be imposed up to a maximum amount of 10% of contract price and/or debarment etc

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.

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.

The age of Team Leader shall not exceed 60 (Sixty) years and should not exceed 60 (Sixty) 55 years for the other members of the team. 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. NHM shall provide built up office space near the project sites free of charge along with electricity and water supply.
2. 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.
3. 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.
4. The Consultant shall procure and keep it activated, internet connection, telephone connections and mobile cell phones for the team members during the project period.
5. 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 15 vehicles (1 each with team leader and Resident engineer) shall be available with the team for the entire duration of the project for carrying our smooth execution of the work.

SECTION 6: DRAFT FORM OF CONTRACT

CONTRACT FOR CONSULTANT'S SERVICES

Between

MISSION DIRECTOR
NHM, JAIPUR

(Name of Client)

And

(Name of Consultant)

Dated:

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

1. FORM OF CONTRACT

This CONTRACT (here in after called the “Contract”) is made the _____day of the Month of _____, 202 between, on the one hand _____ (here in after Called the “Client) and ,on the other hand, _____(here in after called the “Consultants”).

[Note:If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

“...(herein after called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Client for all the Consultants’ obligations under this Contract, namely, and _____(herein after called “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-3**” as defined in the General Conditions of Contract attached to this Contract (here in after called the “Services”);
- (b) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

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

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

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

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

SECTION 7: GENERAL CONDITIONS OF CONTRACT

ARTICLE-1: DEFINITIONS & INTERPRETATIONS

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

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

Employer means the Mission Director, NHM, JAIPUR.

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

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

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

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

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

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

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

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

ARTICLE-2: PERFORMANCE OF DUTIES & SERVICES BY CONSULTANT

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

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

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

ARTICLE-3: EMPLOYER'S REPRESENTATIVE

EMPLOYER shall nominate its representative(s) who shall be 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 NHM 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 Project Director 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 Project Director.
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 (8.33% of yearly charge) during the course of year, 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 of the following month duly certified by the concerned Project Director, NHM 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. Balance 20% (Twenty percent) of Manpower Charges for one complete package shall be paid subject to completion of all works, testing & commissioning, taking over, clearance certificate from project director 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.

In case of non-compliance of contract clauses and poor performance of the team, a penalty of up to 10% of the fee shall be levied on the CSQC agency. Penalty shall generally be levied for following, but not limited to these only, kind of poor performance/laxity:

- i. Deficiency in deployment of man power as per scope of work
- ii. Poor quality of work execution
- iii. Delay in submission of monthly RA bills
- iv. Delay in project execution/completion
- v. Non-compliance of different clauses of scope of work

ARTICLE-6: PERFORMANCE GUARANTEE:

Consultant shall be required to submit acceptable Bank Guarantee for an amount equal to 5% (five percent) of the consultancy cost towards Performance Security before signing the agreement. The validity of the Bank Guarantee (s) shall cover entire duration of consultancy period + 60 days extra. The format of the Bank Guarantee (s) shall be got approved by the consultant from Employer. The Bank Guarantee(s) shall be released after satisfactory completion of the assignment + 60 days extra.

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: RESOLUTION OF DISPUTES /ARBITRATION

No dispute can be raised except before the Mission Director, NHM in writing giving full description and grounds of dispute. It is clarified that merely recording protest while accepting payment shall not be taken as raising dispute.

No dispute can be raised after 45 days of its first occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such dispute.

The Competent Authority shall decide the matter within 45 days.

Appeal against the order of the Competent Authority can be preferred within 30 days to the Project Director, NHM. The Appellate Authority shall decide the dispute within 45 days. Appeal against the order of the Appellate Authority can be preferred before the Rajasthan Arbitration Tribunal constituted under Rajasthan Madhyastham Adhikaran Adhiniyam,1983.

The Consultant shall have to continue its services with due diligence not withstanding pendency of a dispute before any authority or forum.

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 be entitled to reimbursement of the costs related to services performed and not paid.

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

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

ARTICLE-12: ASSIGNMENT

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

ARTICLE-13: INDUSTRIAL & INTELLECTUAL PROPERTY

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

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

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

ARTICLE-14: LIABILITIES

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

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

Limitation of the Consultants' Liability towards the Client

- (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm 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) If the Consultant enters into an agreement with Employer in a joint venture or 'in association', the policy must be procured and provided to Employer by the joint venture/in association entity and not by the individual partners of the joint venture/association.
 - vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of the Employer. The insurance company may provide an undertaking in this regard.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm 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 'Twenty eight [28] 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: FOR CEMAJEURE

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: SUB-CONTRACT

Any sub- Contract to be made by the Consultant relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by EMPLOYER. Upon the request of EMPLOYER, the consultant shall submit for EMPLOYER's prior approval, the terms of reference

or any amendment the reoffer such sub-Consultant's services. Not with standing such approval, the Consultant shall remain fully responsible or the performance of services under the Contract.

ARTICLE-21: 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-22: 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.

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 deploying necessary technical man power to ensure planned progress.	Within 07 days of the award of the work and till completion of the work and closure of contracts.
2.	Completion of project, issue of Completion Certificate, submission of "As Built Drawings", finalization of Contractor's final bill & closing of contract.	Within 60 days after completion of the work.
3.	Obtaining completion certificate and occupation certificate from local authority (if required)	Within 60 days after completion of the work.

NOTE:

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

04. FINANCIAL PROPOSAL

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

05. VALIDITY OF QUOTED RATES

The 'quoted / accepted rates' shall remain valid for the entire duration of the Contract, and no escalation, for whatsoever reason, shall be permissible after award of Contract.

06. TAXES AND DUTIES

The rates quoted in the Financial Proposal shall include all taxes [except Goods and Service Tax], duties, W.C.T., cess, 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 cess there on], duties, levies, statutory payments, license fees, etc., imposed by Government of Rajasthan Works Contracts, etc. While quoting the prices, the Consultant shall take into account all these aspects and no separate payment on any account shall be payable to the Consultant at a later date.

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

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

09. DEVIATION

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

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

10. AGREEMENT

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

11. SUPERVISION OF WORK

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

12. WORKING HOURS

Work may be carried out on all days of the week, including Sundays & Holidays (excluding restricted Holidays), and extra hours including nights. If contract or carried out work in shifts to achieve the project completion schedule, Consultant has to arrange staff, deployed for the work, accordingly. Consultant should ensure that all the safety precautions have been followed by the contract or during the execution of the work.

13. LODGING, BOARDING & TRANSPORTATION

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

14. IDENTITY CARDS

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

15. COMPLETION CERTIFICATE & FINALBILL

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 it similar Key Project Expert (TL. XE) found during Tech, Evaluation their mark shall be considered.

19. The bidding process shall be govern completely under the provision of RTP Act & Rules, as amended from time to time, in case there is any discrepancy between provision of RTP 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 RTP Act & Rules and it will be presumed that every bidder who bids in this bidding process has accustomed himself with the RTP 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.

SECTION: 9- APPENDICES

**FORM OF PERFORMANCE SECURITY
(PERFORMANCE BANK GUARANTEE)**

Bank Guarantee No.....Date.....

Name of Beneficiary: **MISSION DIRECTOR, NHM, JAIPUR**

WHERE AS _____ [Name and address of consultants]¹ (hereinafter called “the consultants”) has undertaken, in pursuance of Contract No. ___ dated _____ to provide the services on terms and conditions set for thin this Contract _____ [Name of contract and brief description of works](here in after called the“ the Contract”).

AND WHERE AS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified there in a security for compliance with his obligations in accordance with the Contract;

AND WHERE AS we have agreed to give the Consultants such a Bank Guarantee; NOW THERE OF where by affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [amount of Guarantee][in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limit so [amount of Guarantee]as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified there in. We here by waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank. Not with standing anything contained herein before, our liability under this guarantee is restricted to Rs _____ (Rs.)and the guarantee shall remain valid till _____ Unless acclaioradem and in writing is made upon us nor before all our liability under this guarantee shall cease. This guarantee shall be valid until days after the date of issue of the Defects Liability Certificate.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation: 1.2..

Signature:

Name, address, seal, Phone & Fax no. of the Bank _____

Date _____

¹Give names of all partners if the Consultants is a Joint Venture.