

Hiring of Architect for Preparation of DPR and Conceptual Architectural Drawings with Plans, 3D views and Landscape Drawings for Construction, Maintenance & Operation of iStart innovation school hub at Bikaner on Single Source Basis.

F11(16)/DoIT&C/Prj/2023/ML-1626/2023

Dated: 18-09-2023

Mode of Bid Submission	Online through eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Technical Director, DoIT&C, Second Floor, ITBuilding, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Last Date & Time of Submission of Bid	26-09-2023 at 03:00 PM
Date & Time of Opening of Technical Bid/Financial bid	26-09-2023 at 04:00 PM

Bidding Document Fee: Rs. 1000 (Rupees ONE Thousand only)

Name of the Bidding Company/ Firm:	M/S VisArch,Jaipur		
Contact Person (Authorised Bid Signatory):	Mrs. Archana Goyal		
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

Department of Information Technology & Communications (DoIT&C)

2ndFloor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Phone: 0141-2224855 Fax: 0141-2222011

Web: <http://DoIT&C.rajasthan.gov.in>, Email: amit.kakkar@rajasthan.gov.in

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संयुक्त आयोगिकता और विकास विभाग

GOVERNMENT OF RAJASTHAN
Department of Information Technology & Communication

Reference No.: F11(28)/DoIT&C/Prj/2023/ML-1626/2023

Date: 18-09-2023

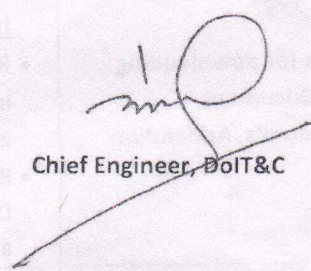
UBN No.: ITC2324555500031

Single Source Bid

This NIB is hereby issued only to M/S VisArch, Jaipur, who is required to quote for the bid. RFP for "Hiring of Architect for Preparation of DPR and conceptual Architectural Drawings with Plans, 3D Views & Landscape Drawings for Construction, Maintenance & Operation of iStart innovation school hub at Bikaner on Single Source Basis" of M/S VisArch, Jaipur, and stand qualified.

Name & Address of the Procuring Entity	<ul style="list-style-type: none">Name: Commissioner, DoIT&C, GoRAddress: IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none">Name: Amit KakkarDesignation: Chief Engineer, IT&CAddress: First Floor, Jeevan Nidhi Building, Ambedkar Circle, Bhawani Singh Road, Jyoti Nagar, Jaipur (Rajasthan)Email: amit.kakkar@rajasthan.gov.in
Subject Matter of Procurement	Hiring of Architect for Preparation of DPR and conceptual Architectural Drawings with plans, 3D Views & Landscape Drawings for Rajiv Gandhi Center for Construction, Maintenance & Operation of iStart innovation school hub at Bikaner on Single Source Basis.
Bid Procedure	Single Stage: Single Part eBid Procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Single Source Procurement.
Websites for downloading Bidding Document, Corrigendum's, Addendum etc.	<ul style="list-style-type: none">Websites: http://sppp.raj.nic.in; http://risl.rajasthan.gov.in; http://doitc.rajasthan.gov.in; http://eproc.rajasthan.gov.in;Bidding document fee: Rs. 1,000 (Rupees One Thousand only) in Demand Draft in favor of "Commissioner, DoIT&C" payable at "Jaipur".RISL Processing fee: Rs. 500 (Rupees Five Hundred only) in Demand Draft in favor of "Managing Director, RISL " payable at "Jaipur".
Estimated Procurement Cost	8,00,000.00 (Eight Lakh Only)
Period of Execution of Work	15 Days
Period of Sale of Bidding Document (Start/ End Date)	<ul style="list-style-type: none">Start Date: 19-09-2023 from 09:00 AM onwardEnd Date: 26-09-2023 upto 03:00 PM
Manner, Start/ End Date for the submission of Bids	<p>Manner: Online e-Procurement Website (https://eproc.rajasthan.gov.in)</p> <ul style="list-style-type: none">Start Date: 19-09-2023 from 10:00 AM onwardEnd Date: 26-09-2023 upto 03:00 PM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none">Date: 26-09-2023 at 4:00 PMPlace: Yojana Bhawan, IT Building, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Date/ Time/ Place of Bid	Will be intimated later to the Technically qualified bidders
Financial Opening	
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic form ats both for technical and financial proposal. However, DO for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) In case, any of the bidders fails to physically submit the Banker's Cheque/ Oemand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bid document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Into Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-t000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new OSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) DoIT&C will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8) No contractual obligation whatsoever shall arise from the bid document/ bidding process unless and until a form at contract is signed and executed between the procuring entity and the successful bidder. 9) Procurement entity disclaims any factual/ or other errors in the bid document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of inconsistency in any of the provisions of this bid document with the RTPP Act 2012 and Riles thereto, the later shall prevail. 	



Chief Engineer, DoIT&C

2. PROJECT PROFILE

In reference to the Honorable Chief Minister budget announcement no. 277 (Budget Reply speech no 7) for the year 2023-24 for the work of iStart Innovation School Hub at Bikaner to promote students and rural startups.

In iStart innovation school hub building there will be total 2 floors (G+1 storey) . The area of the building will be approx. 55000 square feet. There will be air conditioner , Lift, Audio-video, Fire tenders, fire fighting system, Electrical HT & LT services, , pumps etc. It will have sitting capacity for approx. 500 sitting. This will be a Green Building as per IGBC ratings.

3. QUALIFICATION/ ELIGIBILITY CRITERIA

The supporting documents submitted as evidence to fulfill the eligibility criteria will be evaluated by the Tendering Authority. During the bid evaluation stage, the Tendering Authority may request for clarification (if required).

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be a Proprietorship firm, Proprietor should be an architect, who registered with Council of Architecture (COA) OR A partnership firm registered under Indian Partnership Act, 1932 whose all partners should be Architects registered with Council of Architecture (COA)	Copy of Certificates from Council of Architecture (COA)
2.	Financial: Turnover	Average Annual Turnover of the Bidder during the last three financial years, i.e., from 2020-2021, 2021-2022 and 2022-2023 (as per the last published audited balance sheets), should be at least Rs 16 Lakhs	CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net Worth	The net worth of the Bidder, as on 31 st March 2023, should be Positive.	CA Certificate with CA's Registration Number/ Seal
4.	Tax registration and clearance	The Bidder should have a registered number of i. GST registration certificate ii. Income Tax / PAN number.	Copies of relevant certificates of registration & PAN Card
5.	Technical Capability	The bidder must have completed at least two projects of large private sector/public sector companies related to Architectural consultancy work of Rs. 6.5 lakhs in any of the last three financial years i.e 2020-2021, 2021-2022 and 2022-2023 and till the date of bid submission in India (Work order date shall be on or after 1 st April 2019)	Annexure-7 per project reference And Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the CA);

S. No.	Basic Requirement	Specific Requirements	Documents Required
6.	Certifications	The bidder must have employed, at the time of bidding, minimum of two Architects with a valid Architectural Degree. Two Engineers having Engineering Degree for civil and MEP Planning.	Detailed bio-data of Architects / Engineers employed in the organization to be provided along with the bid.
7.	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) Not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specified in the bidding document.	A Self Certified letter as per Annexure-3: Self-Declaration

4. SCOPE OF WORK

The selected bidder shall provide consultancy for Master Planning of Land and campus planning and other submittals as detailed in deliverables and BOQ for approval from Bikaner Development Authority and other statutory clearances.

The Architect/Architect firm shall provide services in respect of the following works:

- 1.1 Survey and soil investigation of the site.
- 1.2 To prepare total station survey / Contour plan, Architectural plan considering green building concept, SBC testing report.
- 1.3 To prepare estimate of work and also prepare estimates for shifting of existing services if required.
- 1.4 To prepare DPR & Tender documents.
- 1.5 other details as given in BOQ

SCHEDULE OF SERVICES:

The Architect/Architect firm shall after, taking instruction from the DOIT&C, render the following:

- 2.1 Furnish site map, site evaluation and analysis report with basic approach to circulations, activity distribution, interaction and external linkages.
- 2.2 Prepare Architectural drawings, along with 3D views and obtain approvals from the client.

2.3 Prepare estimate, bid document and construction program of work and also prepare estimates for shifting of existing services if required.

2.4 Prepare construction program/schedule

CONDITIONS OF ENGAGEMENT:

3.1 Architect/Architectural firms attend the meetings for finalization of the work when ever called at the venue fixed by the employer. Cost of travel, boarding and lodging of the Architect/Architect firm and his associates shall not be borne by the DOIT&C.

3.2 Architect/Architectural firms shall exercise all, reasonable skill care and diligence in the discharge of duties hereby covenanted to be performed by them.

3.3 Architect/Architectural firms shall not make any deviation, alteration, commission from the approved design without the written consent of the employer. The Architect shall also not issue drawings or instructions which shall lead to extra items or work without prior consent of the employer.

3.4 Architect/Architectural firms shall arrange for a detailed topographical survey of the site to a scale and contour as per the direction of the DOIT&C. The cost carrying out such survey shall, be borne by the Architect. Proposed Drainage/Sewerage plan should match with existing drainage/sewerage lines of surrounding areas.

3.5 Architect/Architectural firms shall provide 5 sets of all the drawings with soft copy to Commissioner DOIT&C, as may be required by the DOIT&C.

3.6 Architect/Architectural firms shall on the completion of the work supply to the DOIT&C free of cost three complete sets of the as-built drawing to appropriate scales. The Architects shall, if so required by the DOIT&C, supply extra copies of all such drawings at an additional cost (cost at actual).

5. DELIVERABLES & TIMELINES

Consultant will be required to complete various tasks as per the given time schedule and after completion of various tasks related documents will have to be submitted in form of concrete deliverables.

1.

Work description	Submittals
1- MASTER/SITE PLAN	2D, 3D
2- FLOOR PLANS of Building like Reception and waiting area, meeting points, cabins, break out spaces, conference rooms, IT/Electrical rooms with service shafts and other requirements	2D
3- Section plans /Elevation Drawings	2D
4- Planning for location of Electrical Substation , Water reservoirs for Fire and Domestic use	Location in Drawings
6- Parking areas	2D
7- Tentative landscape plans	2D

The Consultant will have to start work immediately from date of placement of work order and will start submitting work detail along with detailed BOQ within 1 week from placement of work order. The time period to complete the work is 15 days from the date of work order.

ANNEXURE-1: TERMS & CONDITIONS

1. The Proposal should be submitted in a sealed envelope in hard copy along with bid on E proc .
2. **Selection Method:** The prices offered by the bidder for various items will be evaluated on composite basis i.e., price of all offered items shall be added together and the Purchase Committee is having the power to negotiate if committee finds rates on higher side.
3. **Liquidated Damages (LD)**
 - a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of work has failed to provide:-
 - (1) delay up to one fourth period of the prescribed delivery period: 2.5%
 - (2) delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - (3) delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - (4) delay exceeding three fourth of the prescribed period: 10%
 - b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - c) The maximum amount of liquidated damages shall be 10%. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - d) Delivery period may be extended with or without liquidated damages if the delay in the supply of services is on account of hindrances beyond the control of the bidder.

4. Payment Terms and Schedule:

S. No.	Milestone/ Phase	Scope of Work	Deliverables	Payable Amount
1.	Drawings and details	Scope of Work (SoW) clause 4	As mentioned in clause 5	After complete Deliverables within 15 days

The time period of work will be 15 days from the date of work order.

5. Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 7 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

6. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

ANNEXURE-2: Bill of Quantity (BOQ)

Sl. No.	Item Description	Quantity	Units
1	2	3	4
1	Submission of MASTER Plan, showing building plan and outer development areas and other relevant details. (5 sets of drawings in 2D and 3D as required)	1.00	Job
2	Submission of FLOOR PLANS/ Sections / Elevations of following areas (5 sets of drawings or as required by UIT/ Local body Bikaner) in 2D / 3D <ul style="list-style-type: none"> • Civil layout with flooring pattern. • Façade details • Interior and furniture 2D/3D/views • Structural drawings • Landscape drawings • AC,LAN,CCTV layout • Audio video block diagram • Lift sections • Fire detection • Solar plant layout • Panel GA /SLD drawing OTHER Required Municipal drawings like Elevation/ Sections etc.	1.00	Job
3	Submission of - 3a. Total station survey / Contour plan, 3b. SBC Testing.	1.00	Job

ANNEXURE-3: SELF-DECLARATION

{To be filled by the bidder}

To,

The Commissioner,
Department of Information Technology & Communications (DOIT&C),
IT Building, Yojana Bhawan Campus, Tilak Marg,
C-Scheme, Jaipur-302005 (Raj).

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, :-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE

{To be filled by the bidder}

To ,

The Commissioner,
Department of Information Technology & Communications (DOIT&C),
IT Building, Yojana Bhawan Campus, Tilak Marg,
C-Scheme, Jaipur-302005 (Raj).

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: TECHNICAL BID COVERING LETTER

{Duly sealed and signed On Bidder's Letter head}

Addressed to :

a.	Name of the tendering authority	Commissioner , DoIT&C, Jaipur
b.	Address	2 nd Floor, IT Building Yojana Bhawan, Tilak Marg, Jaipur (Rajasthan) – 302005
c.	Telephone	0141-5103902

I. NIT Reference:

II.

1.	Name of Bidder			
2.	Name of Contact Person			
3.	Registered Office Address			
4.	Year of Establishment			
5.	Type of Firm	Public Limited	Private Limited	Others
	Put Tick(✓) mark			
6.	Telephone Number(s)			
7.	Email Address/ Website	Email:	Web-Site:	
8.	Fax No.			
9.	Mobile/ Pager Number	Mobile:	Pager:	
10.	Area of Specialization			

III. The Tender fee amounting to Rs. 1000/- (Rupees One Thousand Only) has been deposited vide Demand Draft no. _____ Dated _____.

IV. The rates quoted are valid up to _____. (Subject to a minimum of 90 days from the date of opening of the bid). The validity can be extended with mutual agreement.

V. Following documents are attached towards the proof of bid security deposited.

S.No.	Earnest Money Deposited through	Number	Dated
1.	Cash		
2.	Demand Draft		
3.	Banker's Cheque (Local only)		

VI. We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

VII. The rates for the services as mentioned in the Financial Bid have been enclosed separately.

Signature & Seal of Bidder

ANNEXURE-6: FINANCIAL BID COVER LETTER

{to be submitted by the bidder on his Letter head}

To ,

The Commissioner,
Department of Information Technology & Communications (DOIT&C),
IT Building, Yojana Bhawan Campus, Tilak Marg,
C-Scheme, Jaipur-302005 (Raj).

Reference: NIB No. :

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I / We agree to abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

Financial Bid Format

{to be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal}

Note: This is an Financial bid format of BoQ. The BoQ available at e-procurement portal shall be considered as final.

Sl. No.	Item Description	Quantity	Units	Unit Price	GST In Rs. P	Unit Rate With GST in RS	Amount With GST in RS	TOTAL AMOUNT In Words
1	2	3	4	5	6	7 = 5 + 6	8 = 7 x 3	10

Note: the bid without GST component shall not be considered.

ANNEXURE-7: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR EXPERIENCE

Project Name:	Value of Contract/Work Order (In INR):
Country:	Project Duration:
Location within country:	
Name of Customer:	Total No. of staff-months of the assignment:
Contact person with address, phone, fax and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year):	
Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
List of Services provided by your firm/company	

Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference

ANNEXURE-8: BANK GUARANTEE FORMAT

{To be submitted by the bidder's bank only if bank guarantee submission is allowed in this bidding document}

BANK GUARANTEE FORMAT – BID SECURITY

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Commissioner,
Department of Information Technology & Communications
(DOIT&C), IT Building, Yojana Bhawan Campus, Tilak Marg,
C-Scheme, Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <Please specify> M/s..... (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by DoIT&C, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "DoIT&C") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the DoIT&C as bid security deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forth with on demand in writing by the DoIT&C of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the DoIT&C shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the DoIT&C on account thereof to the extent of the Bid security required to be deposited by the Bidder in respect of the said bidding document and the decision of the DoIT&C that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the DoIT&C shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the DoIT&C and it is further declared that it shall not be necessary for the DoIT&C to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the DoIT&C may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the DoIT&C to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WITNESS (with full name, designation, address & official seal, if any) (1)

.....

.....

(2)

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

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by DoIT&C.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Commissioner,
Department of Information Technology & Communications (DoIT&C), IT
Building, Yojana Bhawan Campus, Tilak Marg,
C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the Department of IT&C, Govt. of Rajasthan (hereinafter called "DoIT&C") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Work Order/Letter of Intent (LoI) No dated made between the DoIT&C and(Contractor) for the work of Performance security for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said work order, on production of a Bank Guarantee for Rs. (Rupees only), we (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay to the DoIT&C an amount not exceeding Rs. (Rupees only) on demand.
2. We (Indicate the name of Bank), do hereby undertake to pay Rs. (Rupees. only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the DoIT&C. Any such demand made on the bank by the DoIT&C shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the DoIT&C and us (Indicate the name of Bank), bound ourselves with all directions given by DoIT&C regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees. only).
3. We (indicate the name of Bank), undertake to pay to the DoIT&C any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We (indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of DoIT&C under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DoIT&C certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the DoIT&C that the DoIT&C shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said work order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by

the DoIT&C against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said work order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DoIT&C or any indulgence by the DoIT&C to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of..... (Indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (Indicate the name of Bank), lastly undertaken not to revoke this guarantee except with the previous consent of the DoIT&C in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the DoIT&C. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees..... only).
9. It shall not be necessary for the DoIT&C to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the DoIT&C may have obtained or obtain from the contractor.
10. We (Indicate the name of Bank) verify that we have a branch at Jaipur, Rajasthan. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur, Rajasthan. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/ constitution of our bank and the undersigned is/ are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of..... For and on behalf of the <Bank> (indicate the Bank)

Signature (Name & Designation)
Bank's Seal

The above performance Guarantee is accepted by the DoIT&C
For and on behalf of the DoIT&C

Signature (Name & Designation)

ANNEXURE-9: DRAFT AGREEMENT FORMAT

{To be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this ___ day of _____, 2023 by and between Department of Information Technology & Communications, Govt. of Rajasthan, having its head office at IT Building Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ DoIT&C) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under _____ with its registered office at _____ (herein after referred as the “Successful Bidder/ Successful bidder”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _____ of <NIB No _____>.

And whereas

The successful bidder represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of successful bidder and has placed the Work Order / Letter of Intent (LoI) vide Letter No. _____ dated _____, on which M/s _____ has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The successful bidder has deposited a sum of Rs. _____ /-(Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as performance security for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by DoIT&C along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by DoIT&C to successful bidder at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in “ANNEXURE- : Bill of Quantity” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by successful bidder.

3. The DoIT&C do hereby agree that if successful bidder shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the DoIT&C will pay or cause to be paid to successful bidder, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by successful bidder within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which successful bidder has failed to supply/ install/ complete: -

A	Time Span of full Stipulated period	1/4 th (.....days)	1/2 th (..... days)	3/4 th (.....days)	Full (.....days)
B	Work to be completed in terms of money	1/8 th (Rs... ..)	3/8 th (Rs.....)	3/4 th (Rs... ..)	Full (Rs... ..)
C	Compensation payable by the contractor for delay attributable to the Stage	2.5% of Scheduled work remained unexecuted on the last days of (1/4) time span	5% of Scheduled work remained unexecuted on the last day of (1/2) time span	7.5% of Scheduled work remained unexecuted on the last days of (3/4) span	10% of Scheduled work remained unexecuted on the last day of Contracted Full period

Note: In case delayed period over a particular span is split up and is jointly attributable to government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to government over entire delayed over that span after clubbing up the split delays attributable to government and this reduced compensation would be applicable over the entire delayed period without paying any escalation. Following illustration is given

[i] if First time span is for 6 months, delay is of 30 days which split over as under 5 days [attributable to government] + 5 days [attributable to contractor] + 5 days [attributable to government] + 5 days [attributable to contractor] + 5 days [attributable to government] + 5 days [attributable to contractor]. Total delay is thus clubbed to 15 days [attributable to government] and 15 days [attributable to contractor]. The normal compensation of 30 days as per clause 2 of agreement is 2.5 which can be reduced as $2.5 * 15/30 = 1.25$ over 30 days without any escalation by competent authority.

The contractor shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the tender.

In case the delay in execution of work is attributable to the contractor, the span wise compensation, as laid down in this clause shall be mandatory. However in case the slow progress in on time span is covered up within original stipulated period then the amount of such compensation levied earlier shall be refunded. The price escalation, if any, admissible under clause 45 of Conditions of Contract would be admissible only

on s: h rates and cost of work, as would be admissible if work would have been carried out in that particular time span. The Engineer-in-charge shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation.

However, if for any special job, a time schedule has been submitted by the contractor before execution of the agreement and it is entered in agreement as well as same has been accepted by the Engineer-in-charge or Tendering Authority the contractor shall complete the work within the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay compensation as this clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2023.

Signed By:	Signed By:
() Designation: Company:	Chief Engineer, Department of IT&C, Govt. of Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan
() Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan

ANNEXURE-10: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2013 amended till date

Appeal Noof

Before the (First/ Second Appellate Authority)

First Appellate Authority is Principal Secretary, IT&C, GoR, Jaipur

Second Appellate Authority is Secretary (Budget), Finance Department, GoR, Jaipur

1. Particulars of appellant:

- a. Name of the appellant: <please specify>
- b. Official address, if any: <please specify>
- c. Residential address: <please specify>

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

- a. <please specify>
- b. <please specify>
- c. <please specify>

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

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place

Date

Annexure 12: Site Map

Site

ANNEXURE-13: TENDER FORM

{Duly sealed and signed On Bidder's Letter head}

Addressed to :

a.	Name of the tendering authority	The Commissioner, DoIT&C,Jaipur		
b.	Address	II floor, IT building , YojanaBhawan, Tilak Marg, Jaipur – 302005 Rajasthan		
c.	Telephone	0141-5103902		
	TeleFax	0141-2224855		

I. **NIT Reference:**

II.

1.	Name of Bidder			
2.	Name of Contact Person			
3.	Registered Office Address			
4.	Year of Establishment			
5.	Type of Firm	Public Limited	Private Limited	Others
	Put Tick(✓) mark			
6.	Telephone Number(s)			
7.	GST Number			
8.	PAN Card Number			
9.	Email Address			
10.	Website			
11.	Fax No.			
12.	Mobile Number			
13.	Area of Specialization			

III. The Tender fee amounting to Rs. 1000/- (Rupees One Thousand Only) has been deposited vide Demand Draft receipt no. _____ Dated _____.

IV. The RISL Processing fee amounting to Rs. 500/- (Rupees Five Hundred Only) has been deposited vide Demand Draft receipt no. _____ Dated _____.

V. The rates quoted are valid up to _____. (Subject to a minimum of 90 days from the date of opening of the bid). The validity can be extended with mutual agreement.

VI. Following documents are attached towards the proof of bid security deposited.

S. No.	Earnest Money Deposited through	Number	Dated
1.	Demand Draft		
2.	Banker's Cheque (Local only)		

VII. We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets.

Signature & Seal of Bidder