

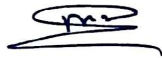
क्र.सं:- 545

दिनांक 07/07/2025

REQUEST FOR PROPOSAL

NIB No. : ...../2025-26

Bid for Architectural consultancy for preparation of DPR for  
renovation and redesigning of Shilpgram as an Art/Cultural  
activity centre and Sustainable Revitalisation of  
Jawahar Kala Kendra



**BID INDEX (NIB NO : -----/2025-26)**

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## Notice Inviting Bids ..... /2025-26

Bids are invited from interested bidders for selection of an agency/organization for Architectural consultancy for preparation of DPR for renovation and redesigning of Shilpgram as an Art/Cultural activity centre and Sustainable Revitalisation of Jawahar Kala Kendra on dated 17/07/25 till 02:00 PM. Other details of the bid can be seen on State Public Procurement Portal website "[www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in)" or website "<https://jkk.artandculture.rajasthan.gov.in>".

UBN :

Est. Amount:-Rs. 06.00 Lakh (including GST)

  
Additional Director General  
JKK, Jaipur









# Jawahar Kala Kendra

J.L.N.Marg, Jaipur - 302004  
Ph.: 0141-2706503

UBN:

Date:

## NOTICE INVITING BID (NIB No : ...../2025-26)

Single stage, two-envelopes unconditional offline bids are invited from the eligible firms on behalf of the Director General, JKK for selection of an agency/organization for Architectural consultancy for preparation of DPR for renovation and redesigning of Shilpgram as an Art/Cultural activity centre and Sustainable Revitalisation of Jawahar Kala Kendra as given below : Schedule of Bidding Process.

Name & Address of the Procuring Entity	Name: Director General, Jawahar Kala Kendra, J.L. N. Marg, Jaipur
Subject Matter of Procurement	" Architectural consultancy for preparation of DPR for renovation and redesigning of Shilpgram as an Art/Cultural activity centre and Sustainable Revitalisation of Jawahar Kala Kendra "
Bid Procedure	Open bid by Single-stage Two cover Offline Bid procedure
Bid Evaluation Criteria (Selection Method)	Quality Cost Based Selection (QCBS)
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a> , <a href="https://jkk.artandculture.rajasthan.gov.in/">https://jkk.artandculture.rajasthan.gov.in/</a>
Bid fee	Bidding document fee: INR 500/- (Rupees five hundred Only) in Demand Draft/Bankers Cheque in favour of "Director General, Jawahar Kala Kendra, Jaipur" payable at "Jaipur".
Estimated Procurement Cost	INR 06.00 Lakh (including GST)
Bid Security (EMD) and Mode of Payment	Amount (INR): 2% of the estimated procurement cost i.e .Rs. 12,000 /- Mode of Payment: Banker's Cheque or Demand Draft of a Scheduled Bank in favour of " Additional Director General, Jawahar Kala Kendra, Jaipur" payable at "Jaipur".
Manner, Start/ End Date for the submission of Bids	Manner: Offline Submission Start Date: 07/07/25 End Date: 17/07/25 upto 8.00 pm.
Submission of Banker's Cheque/ Demand Draft for Bid Fee, Bid Security, and Processing Fee	Up to 02:00 PM on 17/07/25
Date/ Time/ Place of Technical Bid Opening	Date: 17/07/25 Time: 4:00 PM Place: Jaipur
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders as per technical scoring
Bid Validity	90 days from the Technical bid opening.

Note - Presentation date and time shall be informed to technically qualified bidders.



1. Detailed terms and conditions of bid may be seen on the website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), and <https://jkk.artandculture.rajasthan.gov.in/> or in the office of Additional Director General, JKK, Jaipur.
2. The bid document cost and bid security shall be deposited physically with MSME relaxation declaration, (If applicable ) in the office of Additional Director General, JKK, Jaipur as per date and time mentioned in table above. No interest shall be payable by the JKK, Jaipur for the sum deposited as bid security. Bids /Bid fees submitted after the specified time and date shall not be accepted/ opened.
3. The technical bids shall be opened in the presence of the bidders or their representatives, who wish to be present.
4. It is clarified that the information required in bidding document should be submitted only in enclosed format without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
5. The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.
6. Corrigendum, Addendums and subsequent clarifications on bid document terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
7. Bid has to be submitted physically in two separate envelope.
8. JKK will not be responsible for any delay in submission of bid due to any reason.

  
Additional Director General  
JKK, Jaipur

## DISCLAIMER

The information contained in this bid document for proposed procurement or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the the DG, **Jawahar Kala Kendra, J.L.N. Marg, Jaipur** or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the Bidder may require.

Neither the theDG, **Jawahar Kala Kendra, J.L.N. Marg, Jaipur**, or any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid or on which this bid is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is not an agreement and is not an offer or invitation by the theDG, **Jawahar Kala Kendra, J.L.N. Marg, Jaipur** Rajasthan.(here in after referred to as "Procuring Entity") or its representatives to the prospective Bidders or any other person. The purpose of this bid document is to provide interested parties with information to assist the formulation of their Proposal/offer. The information contained in this bid document is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to connect any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposed procurement.

The Procuring Entity is, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this Bidding process.

The Procuring Entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this bid document.




The Procuring Entity may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that the Procuring Entity is bound to select a bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the procurement and the Procuring Entity reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Procuring Entity or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Procuring Entity shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Any information/documents including information/ documents pertaining to this bid or subsequently provided to Bidder and/or Selected Bidder and information/documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.

sd/-

  
Additional Director General  
Jawahar Kala Kendra,  
Jaipur




## Section – I Term of Reference

### **A. Project Background**

Jawahar Kala Kendra (JKK) was conceived as a multi-arts and cultural center to preserve and promote Rajasthani arts and crafts, designed by the renowned architect Charles Correa in the late 1980s and inaugurated in 1993. Adjoining the main building of the JKK is Shilp Gram (SG) - a rural complex with six regional huts symbolizing the rural ambience of various regions of Rajasthan.

At present, JKK functions as a Society registered under Society Act and state government supported cultural center under the Rajasthan Art, Culture and archeology Department. It is a multi-use complex with many permanent art galleries, a library, graphic studio, an outdoor amphitheatre, two auditoriums, South extension and library among other facilities. Throughout the year, JKK hosts a variety of cultural programs – including art exhibitions, theatre performances, music and dance events, workshops, and seminars. It is also home to an annual Cultural festival and has been the venue for special events like Vijaydan Detha Literature Festival, Lokrang festival etc. Daily footfall ranges around a few hundred visitors with spikes during major events. The center has a significant reputation as “an oasis of culture in the midst of a busy city” and is intended to be an international institution for arts preservation.

However, despite its cultural mandate and landmark architecture, JKK and Shilp Gram has faced numerous challenges that hinder its full potential as a thriving arts hub. Key issues identified include: physical and cognitive accessibility, visitor management and infrastructure, lower footfalls during lean season, physical infrastructure resiliency and carrying capacity issues, inadequate cultural facilities, inadequate facilities for large events, marketing/promotion/outreach/branding shortcomings, revenue streams and financial constraints, competitive options, perception management, environmental and climatic risks, etc.

### **B. Purpose of the Assignment**

JKK intends to transform it into Center of Excellence for arts and crafts – a living hub of creativity that celebrates Rajasthan's cultural legacy while nurturing innovative artistic expressions. The core objective of this consulting assignment is to reposition and mainframe JKK&SG as the cultural node of the northwestern India. This vision seeks ideas that transcends beyond imagining a cultural venue, but as an proponent of cultural ecosystem – buzzing year-round with learning, performance, and innovation – thus firmly placing Jaipur on the global cultural map.

The Sustainable Revitalisation of JKK&SG through a Strategic Master Plan (SMP) aims at revival and adaptive upgradation of existing JKK in terms of spatial, institutional, and redevelopment/retrofit, optimise and augment the existing SG facility as an advanced implementation activity. This will account representation cultural zones of Rajasthan and enhancement of spatial and perception quality vide craft workshops, folk performance, infrastructure upgrades, energy efficiency and passive cooling reversion, expanded infrastructure for city level interventions, cultural and creative programming, institutional strengthening, networking and value chain development, revenue modelling and monetisation, digital and technological integration, etc.



### C. Duration and Location of the Services





The duration of this strategic planning and design consultancy assignment shall be two months. Further may be extended for one month as per time required for amendments /presentations and any other changes in report with mutual consent.

The location of services shall be in Jaipur, during site visits and meetings.

### D. Scope of Services

This **Strategic Master Plan (SMP)** has been envisaged into two broad components namely: (i) **Revival and Adaptive Upgradation of Jawahar Kala Kendra;** and (ii) **Redesigning and development of Shilp Gram as an art and craft centre,** for which the Consulting Services shall cover the following scope of work:

1. Prepare an integrated Strategic Master Plan (SMP) for Jawahar Kala Kendra and Shilp Gram.
2. Conduct and monitor necessary survey and technical investigation of the entire site.
3. Carry out condition and need assessment for provision of services.
4. Develop a sustainable revitalisation strategy for JKK&SG incorporating principles of environmental sustainability, social responsibility, and economic viability.
5. Develop an operational management plan, outlining management systems, staffing requirements, maintenance schedules, quality control measures, monitoring and performance indicators, etc.
6. Development of SG in a rural and traditional zone wise model displaying different zones specific art , culture , customs and food etc as Jaipur hut/zone showcasing blue pottery , dhundhad school paintings on walls , Shekhawati region displaying fresco painting etc. these zones also have display and storage areas for artists/artisans .
7. These zones should be developed with a vision of year long exhibitions and weather friendly structures. Zones also have spaces for hands-on , live workshops etc.
8. Place/stage for cultural activities , folk dance and music show should be developed in the SG including other associated amenities required .
9. Develop a monetisation strategy, identifying revenue-generating opportunities, public-private partnership models, and innovative financing mechanisms.
10. Study and outline the level of infrastructure and services at the project site(s).
11. Review and outline the ongoing initiatives, past projects, planned projects surrounding the project site(s) that would have bearing impacts.
12. Conduct primary survey assessing demand and analyse the positioning of the Assets .
13. Case studies and success stories of similar nature of project executed.
14. Conduct site condition assessment and analysis highlighting intra-site infrastructural provisions, immediate urban context, access, linkages, connectivity, issues, site constraints, present physical conditions, utilization, surrounding infrastructure and development, vantages, topographical characteristics, other aspects, etc. The assessment, in addition to the text form summaries, would be presented in form of a plan drawing/ illustration to a suitable scale of legibility.
15. Carry out consultations with different stakeholders including line departments for preparing the final product mix for the project sites. Conduct a technical suitability analysis, Strengths, Challenges, Opportunities and Risks (SCOR) analysis for each distinctive Interventions.
16. Prepare detailed intervention brief/scope of the project sites. The detailed brief would entail pax capacity, numbers, permissible usage timings, unit area, total area, carrying capacity, etc. for all facilities proposed. The detailed brief would encompass physical aspects like architectural, engineering, landscaping, services, ancillaries, machinery & plants, etc.

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17. Prepare a zoning/structure plan of the sites clearly demarcating/structuring/ordering design/planning approaches such as approach and parking, broad land uses, vehicular movement, pedestrian connections, private areas, public activity areas, common functions, facility area, services area, tended and untended open spaces, etc.
18. Plan for the project sites should include adaptive reuse/upgradation strategy, outlines of buildable blocks, proposed vehicular and pedestrian areas, open and semi covered areas, landscaped areas, architectural appearance, ancillary services, site development components, green area coverage, overall area statements, etc.
19. Determine Capital Expenditure (CAPEX) for project sites and facilities. Provide CAPEX investment plan with details of capital works to be implemented in sequence, timelines for completion, yearly CAPEX, and operation ready CAPEX.
20. Determine Operational Expenditure (OPEX) for project sites and facilities for 15 years.
21. Determine the Revenue and Income (REVIN) and streams for project sites and facilities for 15 years.
22. Forecast cash flow/balance sheets for project sites and facilities for 15 years.
23. Conduct Sustainability and Life Cycle Assessment (SLCA) for project sites and facilities.
24. Provide capacity-building and institutional support to enhance skills and knowledge in sustainable development, operational management, and monetisation.
25. Conduct necessary feasibilities for the subprojects – technical, financial, environmental, socio-cultural, market, operational, legal, climate, etc. including preparation of mitigative design brief options.
26. Traditional Food Zone/Food Bazar :- An area is designated for canteen in SG. Detail design and plan to be prepared for theme based development of premises for traditional rajasthani delicacies as well as plan for operation of same.

#### **E. Team Composition and Qualification Requirements for the Key Experts**

The minimum Key Experts required for this assignment are:

##### **1. Cultural Heritage Management Expert cum Team Leader:-**

Master's degree (or higher) in Cultural Heritage Management, Archaeology, Anthropology, Architecture (with a heritage focus), Conservation, or a closely related discipline.

At least 15 years of experience in cultural heritage management, including work on infrastructure or cultural facility redevelopment projects. Proven experience conducting heritage impact assessments and preparing Cultural Heritage Management Plans. Demonstrated knowledge of local, national, and international heritage legislation and standards (e.g., UNESCO, ICOMOS, local heritage laws etc). Experience working in multidisciplinary teams and liaising with government and community stakeholders. Prior involvement in projects integrating both tangible and intangible cultural heritage is a strong asset.

Strong analytical and report writing skills. Excellent interpersonal and communication abilities. Familiarity with GIS, CAD, or digital heritage tools is an advantage. Ability to work in culturally sensitive environments and with diverse communities.

##### **2. Revitalisation and Sustainability Expert**

Master's degree or higher in Sustainable Development, Urban Planning, Urban Design, Environmental Management, Cultural Policy, Public Administration, Architecture, or a related field.



Minimum 15 years of demonstrated experience in revitalisation and/or sustainability planning, preferably with a focus on cultural infrastructure or urban regeneration or tourism infrastructure and services development. Proven track record of developing and implementing sustainability strategies (environmental, social, and financial). Experience working with community-based projects, particularly in cultural, creative, tourism or public sectors. Familiarity with green building certification systems and circular economy principles.

Strategic thinking with strong analytical and planning skills. Proven ability to manage multi-stakeholder processes and consultations. Excellent written and oral communication skills. Knowledge of local and international frameworks for sustainable development. Familiarity with monitoring and evaluation frameworks and impact assessment tools.

#### **F. Reporting Requirements and Time Schedule for Deliverables**

1. Project Appraisal and Preliminary Solutions Report (Work Order + 2 weeks)
2. Strategic Master Plan and Redevelopment Plan for JKK and Shilp Gram (Work Order + 6 weeks)
3. Presentation and submission of final report (Work order + 2 months)



## Section II : INSTRUCTION TO BIDDERS

**Important Instruction:** The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the RTPP Act] and the "Rajasthan Transparency Public Procurement Rules, 2013" [hereinafter called the RTPP Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>. Bidders are advised to acquaint themselves with the provisions of the Act and Rules. If there is any discrepancy between the provisions of the Act and Rules and this Bidding Document, the provisions of the Act and Rules shall prevail.

### 1. Sale of Bidding/ Bid Documents:

- a. The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding document shall also be placed on the State Public Procurement Portal and department website. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b. The bidding documents shall be made available to any prospective bidder who pays the price for by bank demand draft, banker's cheque.

### 2. Compliance with RTPP ACT & Rules – Code of Integrity and Conflict of Interest:- Bidders to ensure compliance with RTPP ACT & Rules, primarily following-

- a. The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules.
- b. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules.

Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.

### 3. Eligible Bidder :-

- a. A Bidder may be a natural person, private entity, government-owned entity.
- b. A Bidder and all parties constituting the bidder, shall have the nationality of India.
- c. A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process.
- d. A Bidder should not have a conflict of interest in the procurement.
- e. Joint Ventures and Consortium shall not be allowed.

### 4. Clarifications:

- a. Any prospective bidder may, in writing seek clarifications from the procuring entity in respect of the bidding documents within 7 days of publication of Bid.
- b. The procuring entity shall respond to such requests for clarifications within appropriate time.
- c. Response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take into account in preparing their bids, and if amendments will be made, same shall be published on the respective websites.



## 5. Changes in the Bidding Document:

- a. At any time, prior to the deadline for submission of bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding document by issuing an addendum in accordance with the provisions below.
- b. In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c. In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their bids.
- d. Any bidder, who has submitted his bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of bids, when changes are made to the bidding document by the procuring entity:

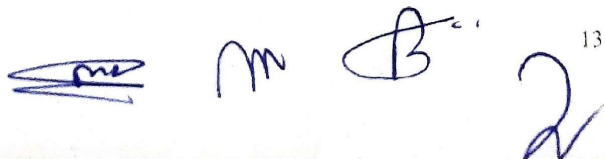
Provided that the bid last submitted, or the bid as modified by the bidder shall be considered for evaluation.

## 6. Period of Validity of Bids:

- a. Bids submitted by the bidders shall remain valid for 90 days from Technical bid opening. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b. Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as a withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c. Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted new bid security is considered to have refused the request to extend the period of validity of its Bid.

## 7. Format and Signing of bids:

- a. Bidders must submit their bids offline in the sealed box at chamber of Aen in department.
- b. All the documents should be signed by authorized signatory .
- c. A Single stage- Two-part cover system shall be followed for the Bid: -
  - i. Technical Bid ( cover -1) including fee details, eligibility & technical documents
  - ii. Technical scoring shall be done as per criteria mentioned in evaluation . Bidder scoring minimum marks shall be eligible for Financial evaluation.
  - iii. Financial Bid ( cover -2)
- d. The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

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## 8. Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a. The security deposit is to be enforced to maintain the continuity in services by the agencies. Bid security shall be 2% of the estimated procurement cost. For Small Scale Industries of Rajasthan registered for manpower supply, it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids
- b. In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- c. Bid security instrument or a bid securing declaration shall necessarily accompany the technical bid.
- d. The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in the specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e. The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- g. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- h. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - i. when the bidder withdraws or modifies its bid after opening of bids;
  - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - iv. when the bidder does not deposit the performance security within a specified period after the supply/ work order is placed; and
  - v. If the bidder breaches any provision of a code of integrity, prescribed for bidders, specified in the bidding document.
- i. Notice will be given to the bidder with a reasonable time before bid security deposited is forfeited.
- j. No interest shall be payable on the bid security.
- k. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.



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

**9. Deadline for the submission of Application form:**




- a. Bids shall be received offline up to the time and date specified in the NIB.
- b. Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document is required to be substantially modified or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case, the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after the issue of corrigendum, a reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of the initial bidding document. If in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

**10. Withdrawal, Substitution, and Modification of Bids:**

- a. Bids withdrawn shall not be opened and processes further.
- b. No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of Bid.

**11. Opening of Bids:**

- a. The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b. All the documents comprising of technical Bid/ cover shall be opened & (only for the bidders who have submitted the prescribed fee(s), bid security).
- c. The committee shall conduct preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
  - i. bid is accompanied by bidding document fee, bid security or bid securing declaration,
  - ii. bid is valid for the period, specified in the bidding document;
  - iii. bid is unconditional, and the bidder has agreed to give the required performance security; and
  - iv. Other conditions, as specified in the bidding document, are fulfilled.
  - v. Any other information which the committee may consider appropriate.
- d. No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee, and bid security.
- e. The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

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## 12. Clarification of Bids

- a. To assist in the examination, evaluation, comparison, and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for clarification regarding its Bid.

## 13. Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

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

## 14. Exclusion of Bids/ Disqualification

- a. A procuring entity shall exclude/ disqualify a Bid, if: -
  - i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - iv. the Bid materially departs from the requirements specified in the bidding document, or it contains false information;
  - v. the bidder, submitting the Bid, his agent or anyone acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - vi. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
  - i. communicated to the concerned bidder in writing;
  - ii. Published on the State Public Procurement Portal, if applicable.

## 15. Acceptance of the successful Bid and award of contract

- a. The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.



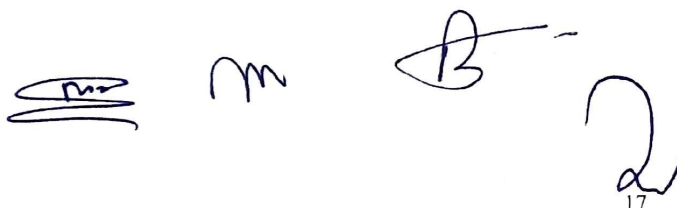
- b. The decision on Bids shall be taken within the original validity period of Bids and time period allowed to procuring entity for taking a decision. If the decision is not taken within the original validity period or time limit allowed for taking a decision, the matter shall be referred to the next higher authority in the delegation of financial powers for decision.
- c. Before the award of the contract, the procuring entity shall ensure that the price of a successful Bid is reasonable and consistent with the required quality.
- d. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e. The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f. Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h. If the issuance of a formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document and accepted by the bidder. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i. The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed, and its performance security is obtained.

#### 16. Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

#### 17. Right to vary the quantity

- a. If the procuring entity does not procure any subject matter of procurement or procures less than the services specified in the bidding documents due to change in circumstances, the bidder shall not be entitled to any claim or compensation.
- b. Repeat orders for may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:
  - i. 50% of the value of services of the original contract .

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## 18. Performance Security

- a. Prior to the execution of the agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b. The amount of performance security shall be 5% of the amount of work order. The performance security shall be furnished in any one of the following forms: -
  - I. Bank Draft or Banker's Cheque of a scheduled bank.
  - II. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - III. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in the bidding document for bid security;
  - IV. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of the bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without the requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- c. Performance security furnished in the form specified in clause [b)] to [d)] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.
- d. Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - i. When any terms and condition of the contract is breached.
  - ii. When the bidder fails to make complete supply as per the scope of Bid document.
  - iii. if the bidder breaches any provision of a code of integrity, prescribed for bidders, specified in the bidding document.
- e. Notice will be given to the bidder with a reasonable time before PSD deposited is forfeited.
- f. No interest shall be payable on the PSD.
- g. The PSD shall be returned/refunded after completion of the Contract period.

## 19. Work Orders:

- (i) Work order will be placed through registered post/e-mail/any communication medium by the JKK. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders specified in the work order or extended period.
- (ii) The successful bidder acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action according to provisions of bid.



## 20. Execution of agreement

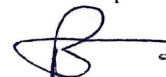
- a. The successful bidder shall sign the procurement agreement within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- b. If the bidder, who's Bid has been accepted, fails to sign a written procurement agreement or fails to furnish the required security deposit within the specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and RTTP Act. The procuring entity may, in such case, cancel the procurement process with the bidder and may debar the bidder from participating in any future bid.
- c. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Rajasthan only.

## 21. Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of bidders;
  - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting the information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting the confidentiality of such information.

## 22. Cancellation of the procurement process

- a) If any procurement process has been cancelled, it shall not be reopened, but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
  - a. at any time prior to the acceptance of the successful Bid; or
  - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such a decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.



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- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
- cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful, but no procurement contract has been entered into;
  - rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

### 23. Code of Integrity for Bidders

- No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- The code of integrity include provisions for: -
  - Prohibiting
    - any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
    - any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
    - any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness, and progress of the procurement process;
    - improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
    - any financial or business transactions between the bidder and any officer or employee of the procuring entity;
    - any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
    - any obstruction of any investigation or audit of a procurement process;
  - disclosure of conflict of interest;
  - disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
  - exclusion of the bidder from the procurement process.
  - calling-off of pre-contract negotiations and forfeiture or encashment of bid security.
  - forfeiture or encashment of any other security or bond relating to the procurement.
  - recovery of payments made by the procuring entity along with interest thereon at bank rate.
  - cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity.
  - debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

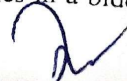
### 24. Conflict of Interest

A bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-











- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as bidder/authorised partner, in more than one bid; or
- f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidder shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

## 25. Interference with the Procurement Process

A bidder, who: -

- a. withdraws from the procurement process after the opening of financial bids;
- b. withdraws from the procurement process after being declared the successful bidder;
- c. fails to enter into procurement contract after being declared the successful bidder;
- d. fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

## 26. Appeals

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

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expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.

- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:

The officer or authority to which an appeal may be filed under (a) or (d) above shall be **First Appellate Authority:** Additional Chief Secretary/ Principal Secretary/ Secretary, Department of Art, culture and archeology, Jaipur.

**Second Appellate Authority:** Secretary Finance (Budget) Department, Govt. of Rajasthan, Secretariat, Jaipur.

- e) Form of Appeal:

- Every appeal under (a) and (c) above shall be as per BF- IX along with as many copies as there are respondents in the appeal.
- Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of the fee.
- Every appeal may be presented to the First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

- f) Fee for Appeal: Fee for filing appeal:

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

- g) Procedure for disposal of appeal:

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

- h) No information which would impair the protection of essential security interests of India, or impede the enforcement of the law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

## 27. Offenses by Firms/ Companies

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the



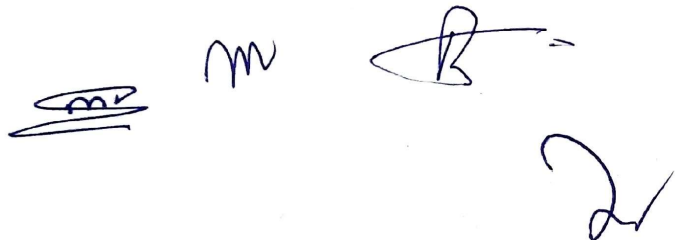
business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or another officer of the company, such director, manager, secretary or another officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
  - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
  - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

#### 28. Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
  - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

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### SECTION III: EVALUATION & QUALIFICATION CRITERIA

Bidder should fulfill minimum criteria mentioned below in table and also submit relevant document asked.

Sr. No.	Criteria	Documentary Evidence to be produced
1	The bidder should be reputed, experienced an agency/Company / Partnership firm / organization providing services for Architectural Consultancy . <b>Joint Venture /Consortium in any form is not allowed.</b>	1. In case bidder is a company: - Certified copy of the Certificates of Incorporation for companies issued by the registrar of Companies and Memorandum & Articles of Association. 2. In case the bidder is a corporation: - Authenticated copy of the parent statute. 3. In case the bidder is a partnership Firm: - Certified copy of the Registration Deed.
2	Tax Registration Certificates. 1 GST where his business is located. 2. PAN Number	1. Copies of registration certificates of GST and PAN.
3	1. The Firm/Company should be incorporated in India and should have minimum 10 years of operations from the date of issuance of this RFP and Ab-initio the Firm/Company shall have consulting and advisory services of Heritage Management as amongst its main/principle businesses mentioned in the incorporation document/deed.	Incorporation document/deed mentioning principle business.
4	The bidding agency should have an minimum average annual turnover of <b>Rs. 10.00 Lakh</b> during the last seven financial years upto 2024-25.	CA Certificate with CA's Registration UDIN Number and Seal..
5	Firm/ Agency should have positive net worth on 31-03-2025.	A UDIN generated Certificate from <b>Chartered Accountant</b> certifying positive net worth as on 31 <sup>st</sup> March, 2025
6	Registration :- At-least one of the Partner/Director of the Firm/Company should have an active registration with Council of Architecture.	Valid copy of registration
7	Bidder must have executed two similar consultancy with any government/ semi government/PSU project in which one consultancy in project of traditional food bazaar/ zone or craft bazaar .	Work order/ document(s) issued by the related department clearly mentioning that consultancy is provided by firm .
8	As per team requirement, bidder should provide proof of required staff .	Provide detailed CV of the same staff.

**Note :- Non submission of any technical document required in above table shall make bidder liable of rejection.**

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## Section :IV SELECTION METHOD & CRITERIA

The Bid evaluation process is a two-stage process. Prior to the detail evaluation of the Technical Bids, JKK shall determine whether each bid is:

- Complete in primary examination.
- Bid is accompanied by the required information and documents towards Eligibility Criteria.
- Bid is substantially responsive to the requirements set forth in the tender document.

### 1. Presentation & Scoring Pattern

Technical Proposal will be evaluated on the basis of parameters given below

S. No.	Criteria and Sub-criteria	Maximum Marks	Narrative Evaluation Summary	Requirement
1.	<b>Consultant's Organisation and Experience</b>			
a.	Overall project experience of the Firm/Company with Government Organisation.	5	1 mark each for project/assignment completed	Relevant document
b.	Experience of Firm/Company in similar projects in Cultural Heritage Sector.	5	1 mark each for project/assignment completed	Relevant document
c.	Specific design experience of Firm/Company in cultural centre / fine and performing art academy / museum / library / interpretation centre / food and craft bazaar/or similar projects.	10	2 marks each for project/assignment completed	Relevant document
2.	<b>Approach and Methodology to the Assignment in presentation</b>		Clarity and ease of assessment of the entire proposal. If all items requested in the RFP are covered in a clear and easily understandable form and if the proposal is assembled in a professional manner, maximum points are to be given.	
a.	Understanding of the project requirements.	10	Marks to be given on basis of completeness of vision and objectives of the assignment, relevant component coverage, and site visit.	Presentation
b.	Quality of Approach and Methodology	30	The degree of which the presented written methodology/approach addresses the requirements of the TOR. Assessment of the	presentation

			inter-relationship of work program and methodology write-up. Ability to demonstrate up-to-date knowledge and understanding of requirements of TOR. A consistent relationship is to be given maximum points.	
c.	Innovativeness/Value Addition to the TOR	5	Suggestions, which could improve the quality of the project. Points will be given for workable suggestions proposed.	Presentation
d.	Work Program	5	A work program showing graphical presentation of activities (bar chart).	Presentation
<b>3.</b>	<b>Personnel Evaluation of Key Experts</b>			
a.	Cultural Heritage Management Expert	15	1.General qualifications such as academic and/or professional qualifications and the number of years of working related experience. (Max. 2 Marks – 1 mark for 15-16 years and 2 marks for more than 16 years.) 2.Project-related experience based on the number of relevant projects implemented as presented in the CV. (Max. 10 Marks – 1 mark each for relevant project/assignment.) 3.Experience in working with international projects/ authorities or international organization/international agency.(Max. 3 Marks – 1 mark for less than 5; 3 marks for equal to and more than 5.)	Relevant document
b.	Revitalisation and Sustainability Expert	15		Relevant document
	<b>TOTAL</b>	<b>100</b>		

Note :- Presentation shall be limited to 10-15 minutes and inclusive of key points and scope of work

**Short-listing of bidders: The bidders who will score total 75 out of 100 marks as stated here in above shall be qualified and shall be included in the shortlist for opening and evaluation of their financial proposal ( Price bid) .**



## 2.Evaluation of Financial Proposal (Price bid)

1. In the second stage, the financial evaluation will be carried out as per this Clause for Price bid.
2. For financial evaluation, the quoted amount indicated in the Financial Bid which will be opened on line only shall be considered. On financial evaluation, the shortlisted bidders will be given total score which will be determined as under:
  - (a) 80% weight-age will be given to the Technical Score.
  - (b) 20% weight-age will be given to the financial score.
3. The JKK will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of works/services.
4. In this stage , the financial evaluation will be carried out as per the each Financial Proposal will be assigned a financial score (SF). 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 :-  $SF = 100 \times FM/F$  ( F = amount of Financial Proposal )

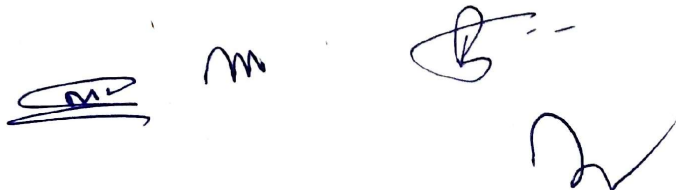
### Combined and final evaluation

1. Proposals of the post qualified bidder(s) during the process of evaluation of the technical bid will finally be ranked according to the total score (Technical Score + Financial Score).

Combined total score (S) = (ST x Tw) + (Sf x Fw) here, ST is the technical score and Tw is the weight-age assigned to Technical proposals and Fw is weight-age assigned to financial Proposal that shall be 0.80 and 0.20 respectively.

Combined total score (S) = (St x 0.8) + (Sf x 0.2)
2. The selected applicant shall be the first Ranked applicant (having the highest combined score). The second ranked applicant shall be kept in reserve and may be invited for the negotiations in case, the first ranked applicant withdraws, or fails to comply with the requirements specified the Bid.

The bidder scoring Maximum Total marks would be recommended for selection and will be called for negotiations. During negotiations the consultant must be prepared to furnish the detail cost breakup and other clarifications on the proposal submitted by them, as may be required to adjudge the responsibility of his financial proposal. If the negotiations with this consultant are successful, the award will be made to him. If negotiations fail, and if it concluded that the contract with reasonable terms cannot be concluded with this consultant, the consultant with second highest score may be invited for negotiations. This process may be repeated until an agreed contract is concluded.

The block contains several handwritten marks. On the left, there is a signature that appears to be 'M' with a checkmark. In the center, there are the initials 'm'. On the right, there is a large, stylized signature that looks like 'B' followed by a dash, and below it, another signature that looks like 'n'.

## SECTION V: BIDDING FORMS

BF-I

(To be submitted on Firms' letter head)

### Technical Bid Submission Sheet (Cover A)

(In technical bid envelope)

Date: -----

NIB No. -----

To

Additional Director General,  
Jawahar Kala Kendra, Jaipur  
J.L.N. Marg,  
Jaipur (Rajasthan) Pin. 302017  
Ph.: 0141-2706503  
E-Mail-jkk@rajasthan.gov.in

We, the undersigned, declare that:

1. I/We..... (Name, Designation and Address of Bidder)..... having our office at..... (Address of Firm)..... do declare that I/We have read all the Terms & Conditions of the bid document floated by **Director General, JKK, Jaipur** for Architectural consultancy for preparation of DPR for renovation and redesigning of Shilpgram as an Art/Cultural activity centre and Sustainable Revitalisation of Jawahar Kala Kendra and agree to abide by all the Terms & Conditions set forth therein.
2. I/We declare that we are participating in this bid in the capacity of .....(service Provider)..... I/We enclose valid registration of firms.  
I/We further declare that the rates offered by us shall remain valid for the entire period of the contract and shall reduce the rates, if the rates are reduced for any other Service Provider / Firm during this period.
3. I/We have examined and have no reservations to the Bidding Document of NIB no.....dated.....including Addenda/Clarification No.: .....  
We offer services for Architectural consultancy for preparation of DPR for renovation and redesigning of Shilpgram as an Art/Cultural activity centre and Sustainable Revitalisation of Jawahar Kala Kendra in conformity with the Bidding Document and in accordance with the Term of Reference / scope of work,
4. Our Bid shall be valid for a period of 90 days from the date of technical bid opening in accordance with the Bidding Document, and it shall remain bidding upon us and may be accepted at any time before the expiration of that period. However, validity may also be extended with mutual consent;

5. If our Bid is accepted, we commit to submit a Performance Security in the amount of 5% percent of the contract price or as specified in Bid Document for the due performance of the contract;
6. Our firm, including any subcontractors or Service Provider for any part of the contract, have nationalities from the eligible countries;
7. I/We are not participating, as Bidders, in more than one Bid in this bidding process, in the bidding document;
8. Our firm, its affiliates or subsidiaries, including any subcontractors or Service Providers has not been debarred by the State Government or the Procuring Entity;
9. I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
10. I/We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract;
11. The following mandatory documents are to be submitted along with this Technical Bid Submission Sheet. The following documents/certificates/ requirements are to be submitted fulfilled: -

S. No	Item	Particular
1.	Bid document cost, Bid security (Through DD/BC)	Page no ....
2.	Average Annual turnover statement certified by C.A.	Page no ....
3.	Positive Net worth CA Certificate	Page no ....
4.	GST Registration Certificate	Page no ....
5.	Declaration by the Bidder Regarding Qualifications	Page no ....
6.	Authorisation of the Bidder by the Firm	Page no ....
7.	Corrigendum/modification/clarification uploaded with bid document	Page no ....
8.	Name, photograph & specimen signature of the Bidder or designated officer/ person who is authorized by the Firm to bid and make correspondence with the RCScE. Also attach photo ID.	Name ..... Signature..... Full Address..... Mobile No: ..... E-mail address: .....

We understand that our bid will liable to be declared non-responsive in case of any deficiency in fulfillment of above requirements on our part.

12. I/we accept all the terms, conditions and provisions of this bid document.

Name/Address.....

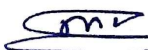
In the capacity or..... (Designation).....

Signed.....

Duly authorized to sign the Bid for and on behalf of..... (Name of Firm) .....

Date.....

Tel:.....Fax:.....e-mail:.....








Financial/Price Bid Submission Sheet (Cover B)

NIB No :

Date:

To

Additional Director General,  
Jawahar Kala Kendra, Jaipur  
J.L.N. Marg,  
Jaipur (Rajasthan) Pin. 302017  
Ph.: 0141-2706503  
E-Mail-jkk@rajasthan.gov.in

I/We, the undersigned, declare that:

1. I/We have examined and have no reservations to the Bidding Document, including Addenda No.:.....;
2. I/We do work as mention in Term of reference /Scope of work in this bid document, in conformity with the Bidding Document .
3. The prices of said services have been submitted in separate envelope .
4. The financial Bid checked, confirmed and found as per Bid instructions;
5. The DD/Banker Cheque as with respect to Bid Security, cost of bidding document are enclosed as detailed below:-
  - (i) Bid Security.....
  - (ii) Cost of bidding document.....
6. I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
7. I/We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive;
8. I/We agree to permit the Director General , JKK, Jaipur or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Director General , JKK, Jaipur.
9. I/We accept all the terms, conditions and provisions of this bid document.

Name/Address.....

In the capacity or.....(Designation).....

Signed.....

Duly authorized to sign the Bid for and on behalf of.....(Name of Firm).....

Date.....

Tel:.....Fax:.....e-mail:.....






**Format of Financial Bid (Price Schedule)****Rate should be filled in Financial bid only and submitted in sealed envelope**

To,  
 Additional Director General,  
 Jawahar Kala Kendra, Jaipur  
 J.L.N. Marg, Jaipur (Rajasthan) Pin. 302017  
 Ph.: 0141-2706503  
 E-Mail-jkk@rajasthan.gov.in

S. No	Services description	Quoted Lump Sump Cost including all the expenses excluding G.S.T. in Rs.	GST /Taxes & Duties	Total amount including GST
1	2	3	4	5
1	Architectural consultancy for preparation of DPR for renovation and redesigning of Shilpgram as an Art/Cultural activity centre and Sustainable Revitalisation of Jawahar Kala Kendra with Scope of services/ Terms of Reference and NIB.			
	<b>Total</b>			
	<b>In Words</b>			

**Notes:**

Place:

1. Bids financial parameter for rate comparison is only col. 3 above.
2. Income Tax and all other applicable taxes/ statutory liabilities (except GST) will be borne by the Agency from the service charges. TDS will be deducted as per rules from the monthly bill amount.
3. Successful bidder will be decided by QCBS.
4. All amounts shall be expressed in Indian Rupees.
5. Non feasible rates shall not be accepted; bidder shall offer rates considering all components of expenses of the Agency for /his assignment.
6. Rate should be filled in Financial bid only and submitted in sealed envelope.

Signature of the Applicant / Authorized  
 Representative  
 Seal / Stamp

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(On Firm's letter head)

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

[See rule 83 of RTPPP ]

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

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

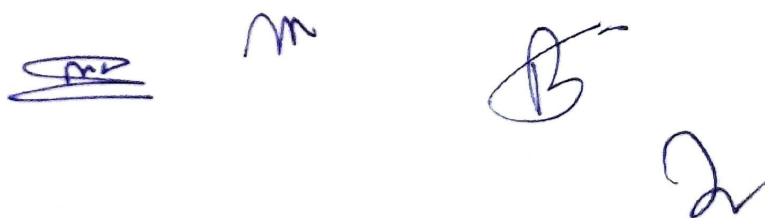
1. Particulars of appellant:-
  - (i) Name of the appellant:
  - (ii) Official Address, if any:
  - (iii) Residential address:
2. Name and address of the respondent (S):
  - (i)
  - (ii)
  - (iii)
3. Number and date of the order appealed against and name and designation of the officer/ authority that passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Ground of appeal.....

(Supported by an affidavit)  
Prayer:

Place .....

Date .....

Appellant's Signature



(Shall be submitted on letter head of firm)

### **Declaration by the Bidder regarding Qualifications**

In relation to my /our bid submitted to Additional Director General , Jawahar Kala Kendra, J.L.N. Marg, Jaipur-302004 for procurements of ..... (name of service) ..... in response to their Notice Inviting Bids No..... Dated..... I/We hereby declares under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in bidding document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my /our business activities suspended and not the subjected of legal proceedings for any of the foregoing reasons;
4. I/We do not have ,and our directors and officers not have been convicted of any criminal offence related to my /our professional conduct or the making of false statement or misrepresentations as to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.
7. I/We does not have any debarment and not blacklisted by any other procuring entity.

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 ourbid, to the extent accepted, may be cancelled.

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

*(In the Interest of Firm and its interest)*  
**Authorisation of Bidder by the Firm**

To,

Additional Director General,  
 Jawahar Kala Kendra, Jaipur  
 J.L.N. Marg,  
 Jaipur (Rajasthan) Pin. 302017  
 Ph.: 0141-2706503  
 E-Mail-jkk@rajasthan.gov.in

Subject: Regarding authorization of Bidder by the Firm.

Ref.: Your NIB no. .... dated .....

Name of services.....

Dear Sir,

I/we.....(Name).....for M/s.....(Name) of  
 firm).....who are proven and reputable firm.....(Name of  
 services).....having press/ office at .....( Office).....hereby  
 authorize Mr.....(Name & Designation of Bidder).....to submit a Bid, process the  
 same further and enter into a contract with you against your requirement as contained in the above  
 referred Bid documents/NIB for the above service delivered by us.

I/we obtain the approval of Board of Directors of our Firm in the meeting  
 no.....held on dated.....at Agenda No.....

I/we further confirm that no individual other than Mr.....(Name & Designation of Bidder), is  
 authorized to submit a Bid, process the same further and enter into a contract with you against  
 your requirement as contained in the above referred Bid documents for the above services  
 delivered by our Firm.

I/we also hereby extend our full guarantee, CMC as applicable as per Bid conditions of  
 Contract, read with modifications/addendum, if any, in the General/Special Conditions of Contract  
 for the goods and services offered for supply by the authorized Bidder Signatory against this Bid  
 document.

I/we also hereby confirm that we shall also be responsible for the satisfactory execution of  
 contract placed on the authorized Firm.

This authorization shall be valid till the completion of the rate contract period and related  
 services.

The attested photocopy of photo ID/Voter ID/Driving License/Any other equal document  
 for authorized person is enclosed here.

Yours faithfully,

For M/s .....  
 AUTHORISED SIGNATORY OF FIRM

Accepted by the authorized person Mr.....(Signature, Name & Address).....

35







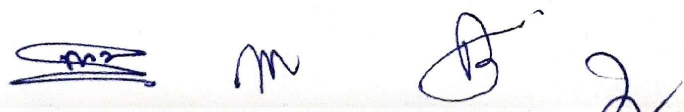

## SECTION VI :-GENERAL CONDITIONS OF CONTRACT (GCC)

The procurement process under this bidding document, terms & conditions mentioned herein are governed by the RTPP Act, 2013. Bidder should read these conditions carefully and comply strictly while sending their Bid.

### **Definitions**

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference herein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Services" means all of the specialized services that the successful/ selected bidder is required to provide to the Purchaser under the Contract.
- h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/selected bidder is required to supply to the Purchaser under the Contract.
- i) "Purchaser" means the entity purchasing/procuring entity, as specified in the bidding document here JKK.
- j) "Related Services" means the services incidental to the supply of the manpower services, such as insurance, training, and other similar obligations of the successful/ selected bidder under the Contract.
- k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the services to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- l) "Service provider/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.



Note: The bidder shall be deemed to have carefully examined the eligibility conditions, specifications, (educational qualifications, experience and certifications, etc.) of the proposed services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

### 1. Verification of Eligibility Documents by purchaser

"Purchaser reserves the right to verify all statements, information and documents submitted by the bidder in response to Bid document. The bidder shall, when so required by purchaser, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by purchaser shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of purchaser thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per provisions of RTPP Act and rules.

### 2. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

### 3. Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Service provider/ Selected bidder and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.



#### 4. Scope of Services and service period

- a) Subject to the provisions in the bidding document and the rate contract, the deployment of resources, goods and related services to be supplied shall be as specified in the work order/bidding document.

#### 5. Service provider's/ Selected Bidder's Responsibilities

The Service provider/ Selected Bidder shall provide all the services included in the scope of bid in accordance with the provisions of the bidding document and/ or contract and on delivery time specified in the Bid document.

#### 6. Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- b) Prices charged by the Service provider/ Selected Bidder for the Related supply/ Services performed under the Contract shall not vary from the prices quoted by the Service provider/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

#### 7. Taxes& Duties

- a) The TDS, GST, etc., if applicable, shall be deducted at source/ paid by JKK as per prevailing rates.
- b) For services supplied, the selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the deployment of the contracted services to the Purchaser.
- c) For services supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted services to the Purchaser.
- d) If any tax exemptions, deductions, allowances or privileges may be available to the selected bidder, the Purchaser shall use its best efforts to enable the selected bidder to benefit from any such tax savings to the maximum allowable extent.

#### 8. Confidential Information

- a) The Purchaser and the Service provider/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Service provider/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Service provider/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Service provider/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Service provider/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Service provider/ Selected Bidder shall not use such documents, data, and





other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
- i. the Purchaser or Service provider/ Selected Bidder need to share with JKK or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive during the course of agreement and after two years of completion or termination, for whatever reason, of the Contract.

#### 10. Sub-contracting

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Bidding Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Service provider/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

#### 11. Failure to provide services as Requisitioned as per the contract Agreement

The Agency shall provide the services as per the requirement of JKK. Delay in performance, non-performance or unsatisfactory performance of any service enlisted in terms and conditions of this tender and/or annexure(s) to it will be termed as default on the part of the agency.

- I. Liquidated Damages: In case of any default of Agency, JKK shall have the right to recover from the Agency Liquidated Damages, not amounting to penalty, up to a maximum amount of 5% of Contract Agreement Amount, which may be in addition to penalty as defined at (ii) below.
- II. Penalty for significant deficiencies in Services: In case of significant deficiencies in Services causing adverse effect on the work or on the reputation of JKK, whole or part of the Performance Security Deposit will be confiscated, in addition to Liquidated Damages as defined in (i) above. Other penal action including debarring for a specified period/black listing may also be taken. JKK also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.



## 12. Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

## 13. Change Orders and Contract Amendments

- a) JKK may at any time order the service provider/ selected bidder through Notice make changes within the general scope of the in any one or more of the scope of bid or the related services to be provided by the service provider/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the service provider's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the deployment of resource and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the service provider/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the service provider's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the service provider/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider/ selected bidder for similar services.

**14. Monitoring of contract :-** JKK shall appoint a nodal officer for proper monitoring and evaluation of work assigned as per scope of work. Service provide shall also appoint a Coordinator to coordinate for fulfillment of task assigned.

## 15. Termination

### A. Termination for Default

- i. The Bid sanctioning authority of JKK may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the service provider/ selected bidder, terminate the contract in whole or in part: -
  - a. If the service provider/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JKK; or
  - b. If the service provider/ selected bidder fails to perform any other obligation under the contract within the specified period of deployment of resource or any extension granted thereof; or
  - c. If the service provider/ selected bidder, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the service provider/ selected bidder commits a breach of any condition of the contract.
- ii. If JKK terminates the contract in whole or in part, the amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior-most finance person available in the office and of a legal adviser or legal assistant posted in the office, if there is one, may be obtained.



iv. A 30 days cure period may be provided to the bidder.

#### **B. Termination for Insolvency**

JKK may at any time terminate the Contract by giving written notice of at least 10 days to the service provider/ selected bidder if the service provider/ selected bidder becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the service provider/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RCSCE.

#### **C. Termination for Convenience**

- i. JKK, by a written notice of at least 10 days sent to the service provider/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the service provider/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the service provider/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The services that are complete and ready for deployment/ delivery within twenty-eight (28) days after the service provider's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining services, the Purchaser may elect:
  - a. To have any portion completed and delivered at the Contract terms and prices; and/or
  - b. To cancel the remainder and pay to the service provider/ selected bidder an agreed amount for partially completed Services Or and for materials and parts previously procured by the service provider/ selected bidder.
- iv. A 30 days cure period may be provided to the bidder.
- v. As on effective date of termination, Bidding Authority shall pay:
  - a. The unpaid value of all the assets/ services supplied by the bidders and accepted by the purchaser in accordance with the RFP specifications.
  - b. All the services delivered by the bidder and accepted by the purchaser, the consideration payable shall be based on services rate as per agreement.

#### **17. Settlement of Disputes**

- a) All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Director General , JKK, Jaipur and the decision of the Director General , JKK, Jaipur shall be final as per bid terms and conditions. Jurisdiction area for dispute settlement shall be Jaipur only.

**18. Contract period :-** Work order will be placed through registered post/e-mail/any communication medium by the Council. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of services. The contract period may be extended as per conditions mentioned in the bid document and as per RTTP Act 2012 and RTTP Rules 2013.

**19. Payment terms and condition:-**





1. Project Appraisal and Preliminary Solutions Report – 15 % of the total fee approved
2. Strategic Master Plan and Redevelopment Plan for Shilp Gram – 25% of the total fee
3. Presentation and submission of final report – remaining amount as per acceptance of report by competent authority.

- (i) All bills/invoices should be raised in triplicate by the bidder and clearly indicating quarterly achievement and duly counter signed with recommendations of Departmental committee.
- (ii) Payment shall be made by RTGS/account payee bank demand draft/banker's cheque, as the case may be on presenting complete bill/invoice as per rules. Expenses on this account, if any, shall be borne by the firm.
- (iii) No advance payments towards cost will be made to the bidder.
- (iv) If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Additional Director General, JKK, Jaipur immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.
- (v) In case of any enhancement / decrease in GST, if applicable, due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item.
- (vi) No advance payment will be made.



## SECTION VII : CONTRACT FORMS (CF) AND ANNEXURES

### DRAFT LETTER OF ACCEPTANCE

M/s .....  
.....


Sub :- Acceptance of the bid rates for the service .....

Ref :- Your bid no. .... dated .....

1. Item (s) as per schedule enclosed/ noted/is/are approved in your favour against the rate (s) quoted by you in the above mentioned bid. According to the terms & conditions of the bid it is necessary to execute as agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of Rs.500/- and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the approved services and indicative quantity mentioned in the bid from works out to Rs. (Rs. 2.40 lakh Only).
2. The performance security shall be furnished to Additional Director General, JKK, Jaipur in form of Bank guarantee/Bank Drafts/Bankers cheque of a Nationalized/scheduled bank at Jaipur.
3. All terms and conditions of the Bid document shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved service (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.
4. Please note that self attested/notarized copies of documents shall be considered valid. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.
5. You are therefore; requested to please complete the above formalities within 15 days from the date of issue of this letter. The duly signed duplicate copy of the agreement will be returned to you for reference.

Enclosed :-

1. Agreement form
2. Schedule of Rates

  
Additional Director General  
JKK, Jaipur



## **DRAFT OF AGREEMENT**

This deed of agreement is made on this ..... day of .....2025 for Bid for Architectural consultancy for preparation of DPR for renovation and redesigning of Shilpgram as an Art/Cultural activity centre and Sustainable Revitalisation of Jawahar Kala Kendra between M/s -----

----- represented by Shri ..... Proprietor/Managing Director/Managing Partners having its registered office at ..... and its office premises at..... (hereinafter called “the approved Service provider”, which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and the Jawahar Kala Kendra (JKK), represented by its Additional Director General JLN Marg, Jaipur, Rajasthan (hereinafter referred to as “The Procuring Entity” which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.

1. The following documents hereto shall be deemed to form an integral part of this Agreement:

- (i) The Bidding Document ----- / in its entirety along with all its Annexures, Appendices, etc.
- (ii) Any Addendum and/or Corrigendum to the Bidding Document if issued by JKK.
- (iii) The bid submitted by the Agency pursuant to the Bid Document and further negotiation letters, if any.
- (iv) The Letter of Award issued by JKK in favour of the Agency.
- (v) Terms and Conditions of Contract (Forming part of the Bid Document)





2. **Duration of contract**

The contract shall be .....from the date of commencement of services as per Work Order, which may be extended for a further or part thereof, at the behest of JKK, depending upon the requirement and administrative convenience of JKK in mutual agreement with the Agency.

The mutual rights and obligations of JKK and the Agency shall be as set forth in the above documents, and in particular:

- a) The Agency shall provide the services as per the Term of Reference as specified in the Bid Document and shall fulfill its obligations towards JKK specified therein, in conformity with the time schedule stated therein. Further, the Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful Contractor to JKK, and shall at all times support and safeguard JKK's legitimate interests in any dealings with third parties; and
  - b) JKK will make payments to the Agency in accordance with the Letter of Award/ Work Order
5. In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.
6. **Jurisdiction:**  
All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jaipur.

In witness whereof the parties here to have set their hands on the day..... of ..... 2025,

Signature of the approved

Bidder with Seal

For and on behalf of

Jawahar Kal Kendra, Jaipur

Witness-1

Witness-1

Witness-2

Witness-2



## Appendix A: Procedure of Appeals

### 1) Filing an appeal-

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in Clause 37 within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

- 2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- 3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- 4) **Appeal not to lie in certain cases-** No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
  - a) determination of need of procurement;
  - b) provisions limiting participation of Bidders in the Bid process;
  - c) the decision of whether or not to enter into negotiations;
  - d) cancellation of a procurement process;
  - e) Applicability of the provisions of confidentiality.

### 5) Form of Appeal-

- a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.





**6) Fee for filing appeal-**

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

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

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







## Appendix B: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

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

### Conflict of Interest:-

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

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

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

## Appendix C: Additional Conditions of Contract

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

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

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

Procuring Entity's Right to Vary Quantities: As under rule 73 of RTPP RULE, 2013

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