

उदयपुर विकास प्राधिकरण, राजस्थान

No.:F-2(01)Acct/Contract/2025-26/311-313

Date : 24-03-2026

ई-निविदा सूचना संख्या : 93 / 2025-26

उदयपुर विकास प्राधिकरण द्वारा निम्नलिखित कार्यो मय डिफेक्ट लाईबिलिटी अवधि के लिये जो कि निविदा प्रपत्र में अंकित है के लिये उपयुक्त श्रेणी में पंजीकृत संवेदको से निर्धारित प्रपत्र में ई-टेंडरिंग के माध्यम से ऑनलाईन निविदा आमंत्रित की जाती है :-

क्र. सं.	कार्य का नाम	अनुमानित लागत (लाखों में)	धरोहर राशि (रुपये में)		निविदा प्रपत्र शुल्क	कार्य पूर्ण करने की अवधि	खण्ड
			2%	1/2%			
1.	Professional Chartered Accountant Firm for Udaipur Development Authority, Udaipur for a Period of One (01) year, through Quality-cum-Cost Based Selection (QCBS).	15.00	30,000/-	7,500/-	590/-	12 माह	Accts.

A सामान्य :-	
1.	किसी निविदा को स्वीकार करने एवं बिना कारण बताये निरस्त करने के समस्त अधिकार सक्षम अधिकारी के पास सुरक्षित है। आर.पी.डब्ल्यू.ए.-100 की समस्त शर्तें मान्य होगी।
2.	वित्त विभाग के आदेश संख्या: F.8(10)FD/SPFC/Misc/2022, Jaipur Dated: 27-01-2023 के अनुसार 50.00 लाख रुपये तक की राशि के कार्यो के लिए 500/-, 50.00 लाख रुपये से 1.00 करोड़ रुपये तक राशि के कार्यो के लिए 1500/-, 1.00 करोड़ रुपये से 5.00 करोड़ रुपये तक राशि के कार्यो के लिए 2000/-, 5.00 करोड़ रुपये से अधिक राशि के कार्यो के लिए 2500/- की प्रोसेसिंग शुल्क की राशि निविदा शुल्क के अतिरिक्त देनी होगी जो कि प्राधिकरण वेब साईट urban.rajasthan.gov.in/uitudaipur पर Online ही जमा करानी होगी। (Online जमा कराने का Process B2.(अ) अनुसार है।)
2.	राजस्थान सरकार वित्त (वित्तीय नियम) विभाग के आदेश क्रमांक: प.6(2)वित्त/साविलेनि/2018 जयपुर, दिनांक: 27-06-2024 द्वारा लोक निर्माण वित्तीय एवं लेखा नियमों के भाग-1 के परिशिष्ट-XVI के संशोधन किये गये है वो प्रभावी (लागू) होंगे।
B बिडिंग डाय्युमेन्ट :-	
1. (अ)	निविदा प्रपत्र को इलेक्ट्रॉनिक फॉरमेट में वेब साईट www.eproc.rajasthan.gov.in से दिनांक: 25-03-2026 को प्रातः 10.00 बजे से दिनांक: 09-04-2026 को सांय: 6.00 बजे तक प्राप्त (Download) एवं जमा (Upload) कर सकेंगे।
(ब)	निविदा प्रपत्र अनुसार EMD, Tender Fee & Processing Fee दिनांक: 25-03-2025 को प्रातः 10.00 बजे से दिनांक: 09-04-2026 को सांय: 6.00 बजे तक प्राधिकरण वेब साईट urban.rajasthan.gov.in/uitudaipur पर Online जमा करारकर प्राप्त रसीद वेब साईट www.eproc.rajasthan.gov.in पर सॉफ्ट कॉपी में अपलोड करनी होगी।
(स)	Pre-Bid Meeting Date : 02-04-2026 at 03.00 PM in Office of UDA, Udaipur
(द)	वित्त विभाग की अधिसूचना क्रमांक एफ.1(8)वित्त/साविलेनि/2011, जयपुर दिनांक: 04-02-2013 द्वारा RTPP Rules-2013 के अनुसार बिड डाय्युमेन्ट के साथ सलंगन Annexure-A, B, C & D पर हस्ताक्षर कर www.eproc.rajasthan.gov.in पर सॉफ्ट कॉपी में अपलोड करनी होगी। इसके अभाव में निविदा स्वीकार नहीं की जायेगी।
2. (अ)	EMD, Tender Fee & Processing Fee Online जमा कराने का Process निम्नानुसार है :- Login Through SSOID → URBAN SERVICES → Citizen Services → Subscribe Payment Gateway for E-Tendering → Proceed
(ब)	प्राप्त निविदाएँ इलेक्ट्रॉनिकफॉरमेट में वेब साईट www.eproc.rajasthan.gov.in पर प्राधिकरण कार्यालय में उपस्थित निविदादाताओं व उनके प्रतिनिधियों के समक्ष दिनांक: 10-04-2026 को प्रातः 11.00 बजे खोली जावेगी। यदि किसी कारणवश उस दिन अवकाश रहता है तो अगले कार्यदिवस को उसी समय व उसी स्थान पर निविदाएँ खोली जावेगी।
(स)	निविदा की समस्त प्रक्रिया ऑनलाईन होगी।
(द)	निविदादाता द्वारा प्रस्तावित दरों पर केन्द्र सरकार एवं राज्य सरकार को देय समस्त कर फर्म को स्वयं अदा करना होगा। अर्थात् फर्म द्वारा प्रस्तावित दरों के अतिरिक्त किसी भी प्रकार के कर का भुगतान उदयपुर विकास प्राधिकरण, उदयपुर द्वारा नहीं किया जायेगा।
3.	निविदा प्रपत्र को वेब साईट www.eproc.rajasthan.gov.in पर देखा जा सकता है। निविदा प्रपत्र में निविदाकर्ता के लिये योग्यता सूचना तथा निविदाकर्ता की पात्रता, प्लान, स्पेसिफिकेशन, ड्राईंग विभिन्न कार्यो की मात्रा एवं दरों का विवरण, नियम, शर्तें एवं अन्य विवरण वर्णित है। निविदादाता इन प्रपत्रों को डाउनलोड कर सकते हैं।
4.	ई-टेंडरिंग के लिए निविदादाता हेतु निर्देश :-
(अ)	इन निविदाओं में भाग लेने वाले निविदादाता निविदा प्रपत्रो को इन्टनेट साईट www.eproc.rajasthan.gov.in से डाउनलोड कर सकते हैं।
(ब)	निविदाओं में भाग लेने वाले निविदादाताओं को इन्टनेट साईट www.eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑनलाईन निविदा में भाग लेने के लिये डिजिटल सर्टिफिकेट इन्फॉरमेशन टेक्नोलॉजी एक्ट-2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साईन करने हेतु काम आएगा। निविदादाता उपरोक्त डिजिटल सर्टिफिकेट सी.सी.ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदादाताओं के पास पूर्व में वैध डिजिटल सर्टिफिकेट है, उन्हें नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।
(स)	निविदादाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फॉरमेट में उपरोक्त वेबसाईट व डिजिटल साईन के साथ प्रस्तुत करना होगा, जिसके प्रस्ताव डिजिटल साईन के साथ नहीं होंगे, उनके प्रस्ताव स्वीकार नहीं किए जाएंगे। भौतिक रूप से प्रस्तुत कोई भी प्रस्ताव स्वीकार्य नहीं होगा।
(द)	इलेक्ट्रॉनिक निविदा प्रपत्र को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवे कि निविदा प्रपत्र में संबंधित सभी आवश्यक दस्तावेजो को स्केन कॉपी निविदा प्रपत्र के साथ अटैच कर दी गई है।
(य)	कोई भी टेंडर इलेक्ट्रॉनिकी जमा कराने में किसी कारण से लेट हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा।
(र)	टेंडर के प्रपत्र में आवश्यक सभी सूचियां को सम्पूर्ण रूप से भरकर ऑनलाईन दर्ज करें।
5.	निविदा सूचना इंटरनेट साईट urban.rajasthan.gov.in/uitudaipur , www.sppp.rajasthan.gov.in एवं www.eproc.rajasthan.gov.in पर भी उपलब्ध है।
6.	कार्य की दर स्वीकृति पश्चात् दर अनुमोदन/पी.जी. लेटर जारी किया जायेगा, जिसकी निर्धारित तिथी तक स्टाम्प, एग्रीमेन्ट, पी.जी. राशि संवेदक द्वारा जमा नहीं किये जाने की दशा में नियमानुसार कार्यवाही किये जाने का उदयपुर विकास प्राधिकरण को पूर्ण अधिकार होगा।
7.	राजस्थान लोक उपापन में पारदर्शिता अधिनियम-12 एवं नियम-13 के समस्त प्रावधानों की पालना करनी होगी। अन्य विवरण निविदा प्रपत्र में उपलब्ध है।

Signature Not Verified
Digitally signed by PANKA SATYAWALI
Date: 2026.03.25 16:30:40 IST
Location: Rajasthan-RJ
NIT-(2025-2026)-Jaswant

UDAIPUR DEVELOPMENT AUTHORITY, UDAIPUR (RAJASTHAN)

1. PREFACE

Udaipur Development Authority (UDA), a statutory authority constituted under the UDA Act / relevant statutes, intends to appoint a Firm of Chartered Accountants for accounting, taxation, audit coordination and allied financial advisory services for a period of One year. The selection shall be made in accordance with the **Rajasthan Transparency in Public Procurement Act, 2012** and **Rajasthan Transparency in Public Procurement Rules, 2013**.

2. NAME AND ADDRESS OF BID INVITING AUTHORITY

Bid Inviting Authority:

Secretary

Udaipur Development Authority (UDA)

UIT Circle, Saheli Marg

Udaipur – 313001 (Rajasthan)

3. BRIEF DETAILS OF THE BID

Brief details of the bid is as follows:

Note:

- Bid Document Fee, RISL Processing Fee and Bid Security shall be deposited strictly as per the provisions of the **Rajasthan Transparency in Public Procurement Act, 2012** and **RTPP Rules, 2013**.
- Non-payment or incorrect payment of fees shall result in rejection of the bid.


Note:

- Any corrigendum / addendum issued by **Udaipur Development Authority, Udaipur** shall be hosted on the e-Procurement Portal and shall be binding on all bidders.
- Bidders are advised to regularly visit the e-Procurement Portal for updates.
- Bid will open online through <https://eproc.rajasthan.gov.in>

4. SCOPE OF WORK:


MONTHLY:

- Filing of GSTR 1, GSTR 3B of UDA and UIT, GSTR-7 (Invoice wise Reconciliation)
- GST E invoicing of All the B2B invoices Generated by the Department
- Deduction, calculation and deposit of GST TDS and IT TDS and TCS
- Any Amendment made in law from time to time in Tax Laws and applicable rules to be informed to Udaipur Development Authority with facts and interpretation


सन्दीप
उदयपुर विकास प्राधिकरण
उदयपुर

38.
मुख्य लेखाधिकारी
उदयपुर विकास प्राधिकरण

30
जगदीश सिंह आशिया
उपायुक्त R.A.S.
उदयपुर विकास प्राधिकरण, उदयपुर


राजदयाल शर्म
लेखाधिकारी
उदयपुर विकास प्राधिकरण, उदयपुर

- Day-to-day Financial Consultancy
- Written comments (suggestions/opinions) on files on various issues related to finance included but not limited to Land Allotment verification, etc.
- Assistance in replies to GST / Income-tax notices (non-appellate) – OLD MATTERS
- Any other allied accounting or taxation work as assigned (excluding audit)
- Any other matter related to older compliances requiring rectification or revision if any.

QUARTERLY:

- Bank Reconciliation of all bank accounts.
- Filing of TDS returns (i.e. 24Q, 26Q)
- Reconciliation of all Books in Tally Software with reference to accounting software of UDA.

HALF-YEARLY:

- Preparation of MIS, financial statements and reports

Detailed SCOPE OF WORK

The selected Chartered Accountant Firm shall provide the following professional services to Udaipur Development Authority (UDA). The scope shall be advisory, compliance and consultancy in nature and **shall not include statutory or internal audit:**

(I) GST Compliance

- Filing of all applicable **Monthly, Quarterly and Annual GST Returns** as per GST law
- Calculation, deduction and compliance of **GST TDS** and timely filing of **GSTR-7** along with deposit of GST TDS
- Reconciliation of GST data including GSTR-1, GSTR-3B, GSTR-2B and books of accounts
- Advisory on GST matters, notices, amendments and procedural compliances

(II) TDS & Income-tax Compliance


- Deduction, calculation and deposit of **TDS/TCS** under the Income-tax Act, 1961
- Filing of **quarterly TDS returns**, preparation and downloading of Form 16/16A
- Preparation of challans and reconciliation with Form 26Q/24Q/26QC, as applicable

(III) Finalisation of Accounts

- Periodic review and **finalisation of books of accounts** on annual basis
- Preparation of income & expenditure statement, balance sheet and related schedules


साधन
उदयपुर विकास प्राधिकरण
उदयपुर

38. 7.
मुख्य लेखाधिकारी
उदयपुर विकास प्राधिकरण
उदयपुर (राज.)


जगदीश सिंह आशिया
उपायुक्त
उदयपुर विकास प्राधिकरण, उदयपुर
R.A.S.

- Assistance in year-end closing entries and compliance with applicable accounting standards

(IV) Financial Consultancy & Advisory

- **Day-to-day financial consultancy** to UDA on accounting, taxation and financial matters
- Advisory on financial implications of schemes, projects, tenders and contracts
- Support in financial decision-making and compliance with Government instructions

(V) Allied & Support Services (Non-Audit)

- Assistance in replies to GST / Income-tax notices (excluding appellate representation unless specifically approved)
- Support in budgetary analysis, fund utilisation and grant-related accounting
- Coordination with banks, departments and authorities for financial clarifications
- Any other allied accounting or taxation work assigned by the Competent Authority, excluding audit functions

5. MANDATORY QUALIFICATION:


The bidder must:


- Be a Firm of Chartered Accountants registered with ICAI
- Have a valid PAN and GST registration
- Have minimum 05 years of experience as on date of tender.
- Have its Head Office / Branch Office in the Udaipur, Rajasthan
- Not be blacklisted by any Government / PSU / Statutory Authority
- Must have completed/handled GST (GSTR-1, GSTR-3B), GST TDS (GSTR-7), IT TDS, Bank Reconciliation and similar compliances with minimum ₹12,00,000 professional fees (including GST) from any UIT / Development Authority / Rajasthan State PSU/Autonomous Body in any single year for minimum 1 year out of last 3 years.
- Must have experience of minimum 3 consecutive years for works of GST, GST TDS, IT TDS and similar compliance with any Board, Trust or Autonomous Body having turnover / receipts of ₹100 crore in any one year out of last 3 years. With Minimum value of is ₹5 lakh or above in each of the three years.

6. QUALITY-CUM-COST BASED SELECTION (QCBS)

Selection of the Chartered Accountant Firm shall be carried out through **Quality-cum-Cost Based Selection (QCBS)** method in accordance with the Rajasthan Transparency in Public Procurement Act, 2012 and RTPP Rules, 2013.


 सचिव
 उदयपुर विकास प्राधिकरण
 उदयपुर


 दारुदयाल शर्मा
 लेखाधिकारी

38. 7.

 जगदीश सिंह आशिया
 R.A.S.
 उपायुक्त
 उदयपुर विकास प्राधिकरण, उदयपुर
 मुख्य लेखाधिकारी
 उदयपुर विकास प्राधिकरण

The evaluation shall be based on 60% weightage for Technical Bid and 40% weightage for Financial Bid.

7. ELIGIBILITY & TECHNICAL QUALIFICATION CRITERIA (QCBS - TECHNICAL)

A. Legal & Registration Requirements (Mandatory - Qualifying)

Sr. No.	Criteria	Requirement	Documents Required
A1	ICAI Registration and Legal Status	Firm must be registered with ICAI and hold valid Registration Certificate with min. 5 years of establishment on the date of Tender. Firm must be registered under appropriate Act.	Copy of ICAI Registration Certificate. Copy of Valid Registration Certificate as the case may be
A2	GST Registration	Valid GST Registration is mandatory	Copy of GST Registration Certificate
A3	Registration for Income tax	The Bidder should have PAN	Registration Document
A4	Declaration regarding Qualifications of Bidder	The Bidder shall submit the declaration regarding Qualifications of Bidder	Annexure - A,B,C,D OF RTPP
A5	Location of Bidder	Head Office/Functional Office should be in City of Udaipur, Rajasthan	Address Proof Submission


Failure to meet any of the above conditions shall result in outright rejection of the bid.


सचिव
उदयपुर विकास प्राधिकरण
उदयपुर

राजदीप सिंह आशिया
उपायुक्त R.A.S.
उदयपुर विकास प्राधिकरण, उदयपुर

70

38



मुख्य लेखाधिकारी
उदयपुर विकास प्राधिकरण


दाऊदयाल

B. Experience Requirements (Technical Scoring: Max Marks 100)

Sl. No.	Parameter	Minimum Requirement	Min Marks	Max.Marks
B1	Establishment of Firm	As on the date of tender, the firm shall be awarded 5 marks for having completed five (05) years of establishment. Thereafter, 2.5 marks shall be awarded for each additional completed year of establishment, subject to a maximum of ten (10) marks.	5	10
B2	Partner Experience	Proprietor firm/company/others shall be awarded 2.5 Marks Partnership firm "As on the date of tender, atleast two (02) Partners of the firm shall have 5 years of post-qualification experience, shall be awarded five (05) marks and will be considered for evaluation. Thereafter, an additional 2.5 marks shall be awarded for each additional completed year of post-qualification experience completed by at least two such Partners beyond the minimum requirement, subject to a maximum of ten (10) marks under this criterion."	2.5	10
B3	Similar High-Value Assignment	"The firm must have handled professional work involving GST (GSTR-1 and GSTR-3B), GST-TDS (GSTR-7), Income-tax TDS, Bank Reconciliation, Books preparation and similar statutory compliances, with minimum professional fees of ₹12,00,000/- (Rupees Twelve Lakh only), inclusive of GST, of any Urban Improvement Trust / Development Authority / Rajasthan State Public Sector Undertaking/Autonomous Body, for at least one (01) year during the last three (03) years." 15 marks shall be awarded for the same. "In case the said experience pertains specifically to any Urban Improvement Trust or Development Authority, an additional Fifteen (15) marks shall be awarded."	15	30
B4	Large Autonomous Body Experience	"The firm must have a minimum of three (03) consecutive years' experience in handling GST, GST-TDS, Income-tax TDS and similar statutory compliances of any Board / Trust / Autonomous Body having minimum turnover / receipts of ₹100 crore in any one (01) year during the last	20	30


उदयपुर विकास प्राधिकरण
उदयपुर


श्रीमती शशि आशिया
उपायुक्त R.A.S.
उदयपुर विकास प्राधिकरण, उदयपुर


मुख्य लेखाधिकारी रुद्रयाल शर्मा
उदयपुर विकास प्राधिकरण लेखाधिकारी
उदयपुर (राज.) उदयपुर विकास प्राधिकरण

		three (03) years. The minimum value of work handled shall be of fee ₹5,00,000/- (Rupees Five Lakh only) or above in each of the said three years.”, 20 marks shall be awarded for the same. “For each additional completed year of such experience beyond the minimum requirement of three (03) consecutive years, additional ten (10) marks shall be awarded, subject to a maximum of Thirty (30) marks under this criterion.”		
B5	Presentation before the Designated Committee	<ul style="list-style-type: none"> • Understanding of Scope of Work. • Any other point that bidder consider important for UDA. • Answers/Clarification by the bidders on the points raised by the committee during presentation 		20

Maximum Marks – Technical Score: 100 Marks

C. Local Presence (Mandatory – Qualifying)

Sl. No.	Criteria	Requirement	Proof Required
C1	Office Location	Firm must have Head / Functional Office in Udaipur as per ICAI records	ICAI profile / Address proof

Non-compliance with Local Presence requirements shall result in rejection of Technical Bid.

8. FINANCIAL BID

- The Financial Bid shall be quoted in BOQ as **Professional Fee** in INR, exclusive of GST. GST shall be payable as applicable.
- Unrealistic or conditional bids are liable to be rejected.
- Financial Bids shall be evaluated only of those bidders who qualify the Technical Evaluation with min. technical score of 60 out of 100.

Financial Scoring Formula

$$\text{Financial Score (Sf)} = (\text{Lowest Financial Bid} / \text{Bidder's Financial Bid}) \times 40$$


संचित
उदयपुर विकास प्राधिकरण
उदयपुर


राजेश सिंह आशिया
उपायुक्त R.A.S.
उदयपुर विकास प्राधिकरण, उदयपुर


मुख्य लेखाधिकारी
उदयपुर विकास प्राधिकरण
उदयपुर (पन्ना) दीपकदयाल
लेखाधिकारी
उदयपुर विकास प्राधिकरण, उदयपुर

Final QCBS Score =

(Technical Score × 0.60) + (Financial Score × 0.40)

The bidder with highest combined score shall be declared H1.

9. TERM OF CONTRACT

The contract shall be valid for a period of One (01) year from the date of execution of the agreement. Any extension thereof shall be at the sole discretion of Udaipur Development Authority, subject to satisfactory performance of the bidder, mutual consent and compliance with the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and RTPP Rules, 2013.


10. PAYMENT TERMS


The successful bidder shall submit monthly invoices for the services rendered during the relevant month. Payment shall be released by Udaipur Development Authority after due verification and certification of the invoice. All payments shall be subject to deduction of applicable taxes at source, including TDS, in accordance with the applicable provisions of law.


Sr. No.	Periodicity of Work	Amount for Full Year (Exclusive of GST)
1.	Monthly Work	Payable in 12 Equal Instalments
2.	Quarterly Work	Payable in 4 Equal Instalments
3.	Half-Yearly Work	Payable in 2 Equal Instalments

11. INTELLECTUAL PROPERTY RIGHTS

- All documents, records, data, reports, statements, returns, workings, formats, MIS, correspondence and any other material prepared, generated, collected or compiled by the successful bidder during the course of execution of the contract, whether in physical or electronic form, shall be the **exclusive property of Udaipur Development Authority (UDA)**.
- The successful bidder shall not claim any **right, title or interest** in respect of any intellectual property, data or information created or obtained in connection with the assignment.


राजिव
उदयपुर विकास प्राधिकरण
उदयपुर


राजिव सिंह आशिया
उपायुक्त R.A.S.
उदयपुर विकास प्राधिकरण, उदयपुर


मुख्य लेखाधिकारी
उदयपुर विकास प्राधिकरण
उदयपुर (राज.)
राजदयाल
लेखाधिकारी
उदयपुर विकास प्राधिकरण

3. The bidder shall **not use, copy, reproduce, publish, disclose or share** any information, data or material relating to Udaipur Development Authority, either wholly or in part, with any third party, without the **prior written approval** of Udaipur Development Authority.
4. The obligation of confidentiality and protection of intellectual property rights shall **continue to remain in force even after completion or termination of the contract.**
5. In case of any breach of this clause, **Udaipur Development Authority** shall be entitled to take appropriate action as deemed fit, including termination of contract and initiation of legal proceedings, in accordance with applicable laws.

12. RIGHTS OF UDA

UDA reserves the right to accept or reject any or all bids, cancel the bidding process or modify conditions without assigning any reason, as per RTPP Act & Rules.

13. CONFIDENTIALITY & INTEGRITY


The selected firm shall maintain strict confidentiality of all records and comply with the Code of Integrity under RTPP Act, 2012.


14. JURISDICTION


Any dispute shall be subject to the jurisdiction of courts at **Udaipur (Rajasthan).**


15 TERMS AND CONDITIONS.

- 1- At least one partner/CA must visit UDA office for minimum 2 days per week undertaking to be given by the firm.
- 2- BID validity shall be 90 days.
- 3- Successful firm will have to deposit 5% performance security.


राजिव
उदयपुर विकास प्राधिकरण
उदयपुर


दीश सिंह आशिया
उपायुक्त R.A.S.
उदयपुर विकास प्राधिकरण, उदयपुर


मुख्य लेखाधिकारी
उदयपुर विकास प्राधिकरण
उदयपुर (राज.)


वाक्यदयाल झा
लेखाधिकारी
उदयपुर विकास प्राधिकरण

FORMAT OF TECHNICAL BID.....(ANNEXURE A on letterhead of bidder)

To

The Commissioner
Udaipur Development Authority
 UIT Circle, Moti Magri Road,
 Udaipur – 313001(Rajasthan)

Subject:

Submission of Technical Bid for appointment of Chartered Accountant Firm for **Udaipur Development Authority, Udaipur**

Sir,


With reference to the Notice Inviting Bids (NIB) issued by **Udaipur Development Authority, Udaipur**, I / We hereby submit our **Technical Bid** for appointment as Chartered Accountant Firm for providing professional services to UDA, in accordance with the terms and conditions of the tender document.

The required details are furnished below:

A. DETAILS OF THE BIDDER

S. No.	Particulars	Details
1	Name of the Bidder / Firm	
2	Full Address of Registered / Head Office	Self-attested Registration Certificate with address proof.
3	Telephone No.	
4	Mobile No.	
5	Email Address	
6	Name of Contact Person	(Attach Authority Letter)


 उदयपुर विकास प्राधिकरण
 उदयपुर


 वाक्यदयाल शर्मा
 लेखाधिकारी
 नगरपालिका


 मदीश सिंह आशिया
 उपायुक्त R.A.S.
 उदयपुर विकास प्राधिकरण, उदयपुर


 मुख्य लेखाधिकारी
 उदयपुर विकास प्राधिकरण

S. No.	Particulars	Details
7	Designation of Contact Person	
8	Legal Status of the Firm (Proprietorship / Partnership / LLP / Others)	(Attach Registration Certificate)
9	Date of Establishment of the Firm	Attach proof as per ICAI records or Firm PAN

B. STATUTORY REGISTRATION DETAILS

S. No.	Particulars	Registration No.	Copy Enclosed (Yes/No)
1	ICAI Registration No.		
2	PAN		
3	GST Registration No. (GSTIN)		

C. PARTNER DETAILS


S. No.	Name of Partner	ICAI Membership No.	Years of Post-Qualification Experience
1			
2			


(Attach supporting documents)

D. EXPERIENCE & TECHNICAL QUALIFICATION DETAILS

(Attach self-attested copies of work orders / completion certificates / CA certificates as applicable)

S. No.	Particulars	Details


सचिव
उदयपुर विकास प्राधिकरण
उदयपुर


दाऊदयाल राना
लेखाधिकारी
उदयपुर विकास प्राधिकरण, उदयपुर


D. G. D. S. Rana
उपायुक्त
उदयपुर विकास प्राधिकरण, उदयपुर


मुख्य लेखाधिकारी
उदयपुर विकास प्राधिकरण
उदयपुर (राज.)

S. No.	Particulars	Details
1	Years of Establishment (Minimum 5 years required for further evaluation)	
2	Professional Fees handled (₹12 lakh or more (incl GST) in any single year from any UIT / Development Authority / PSU/autonomous body) with work of GST, GST-TDS, IT-TDS and similar compliances.	
3	Minimum 3 consecutive years' experience in GST, GST TDS, IT TDS and similar compliances with any Board / Trust / Autonomous Body having minimum turnover/receipts of ₹100 crore in any one year out of last 3 years. With minimum value of work must be of ₹5 lakh or above in each of the three years	
5	Details of Local Office at Udaipur	

E. LIST OF DOCUMENTS ENCLOSED


(All documents are self-attested)

1. ICAI Registration Certificate
2. GST Registration Certificate
3. PAN Card
4. Proof of Firm Establishment
5. Experience Certificates / Work Orders or similar proof
6. Proof of Professional Fees received from any UIT/Dev Authority or State PSU.
7. Turnover or receipt Proof of Autonomous body of 100 Crores in any financials year between FY 22-23, FY 23-24 or FY 24-25
8. Proof of Local Office at Udaipur
9. Any other document as required in the tender document


F. DECLARATION & UNDERTAKING


I / We hereby declare and undertake that:

1. All the information furnished above and in the enclosed documents is **true and correct** to the best of my / our knowledge and belief.
2. I / We have carefully read and understood all the terms and conditions of the tender document and agree to abide by the same.


 संचित
 उदयपुर विकास प्राधिकरण
 उदयपुर


 हार्ददीप सिंह
 उदयपुर विकास प्राधिकरण, उदयपुर


 हार्ददीप सिंह आशिया
 उपायुक्त R.A.S.
 उदयपुर विकास प्राधिकरण, उदयपुर


 मुख्य लेखाधिकारी
 उदयपुर विकास प्राधिकरण
 उदयपुर (राज.)

3. I / We declare that our firm has **not been blacklisted or debarred** by any Government Department / PSU / Statutory Authority.
4. I / We undertake to comply with the **Code of Integrity** as prescribed under the **Rajasthan Transparency in Public Procurement Act, 2012** and RTPP Rules, 2013.
5. I / We understand that in case any information is found to be false or misleading at any stage, our bid shall be rejected and action shall be taken as per provisions of the RTPP Act, 2012.

Signature of Authorised Signatory

Name : _____


Designation : _____

Firm Name : _____

Seal of the Firm

Place : _____

Date : _____


 उदयपुर विकास प्राधिकरण
 उदयपुर

लालदयाल शर्मा

नदीश सिंह आशिया
 उपायुक्त R.A.S.
 उदयपुर विकास प्राधिकरण, उदयपुर

30 38.
 मुख्य लेखाधिकारी
 उदयपुर विकास प्राधिकरण
 उदयपुर (राज.)

RTPPR ACT 2012 & RTPPR RULES 2013

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

Any person participating in a procurement process shall –

- i. 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.
- ii. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- iii. Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process:
- iv. Not misuse any information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process.
- v. 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.
- vi. Not obstruct any investigation or audit of a procurement process.
- vii. Disclose conflict of interest, if any and
- viii. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest :-

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

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

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

ANNEXURE "B" : DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

Declaration by the Bidder

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

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

Date:

Place:

Signature of bidder

Annexure C : Grievance Redressed during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

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

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

Appeal No..... of

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

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

7. Prayer:
.....
..... Place Date

Appellant's Signature

Annexure D : Additional Condition of Contract

1. Correction of arithmetical errors

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

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

2. Procuring Entity's Right to Vary Quantities

- (1) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the condition of contract.
- (2) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of Contract.
- (3) In case of procurement of Goods or services additional quantity may be procured by placing a repeat order on the rates and condition of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER

(See Rule 68)

Note: Tenderers should read these conditions carefully and comply strictly while sending their tenders.

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.

2. **"Tenders by bona-fide dealers:"** Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORMS 11.

3. (i) Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

(ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractor's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

4. **Sales Tax Registration and Clearance Certificate :** No Dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall tender. The Sales Tax Registration Number should be quoted and a sales tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.

5. ¹**[Income Tax Clearance Certificate :** Tenderers will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the tenders without which tender may not be considered.]

6. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.

7. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections if any, should be made clearly and initialled with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.

8. All rates quoted must be FOR destination and should include all incidental charges except octroi, Central/Rajasthan Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchase Officer. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore, should be exclusive of octroi, and local tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.

9. (i) **Comparison of Rates :** In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules,

¹. Deleted as per Circular No.5/2003 dated 17.5.2003.

the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall included.

(ii) While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax shall be included.

10. **Price Preference:** ¹[Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules,1995.)]

11. **Validity :** Tenders shall be valid for a period of three months from the date of opening of Tender.

12. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.

13. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

14. **Specifications :**

(i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.

(ii) The supply of articles marked with asterisk/at serial number....., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.

(iii) **Warranty/Guarantee clause :** The tenderer would give guarantee that the goods/ stores/articles would continue to conform to the description and quality as specified for a period of..... days/months from the date of delivery of the said goods/ stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of.....days/months, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality,

1.Substituted vide Circular No.19/96 dated 1.7.1996.

on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejected by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

(iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

(v) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderER shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

15. Inspection :

(a) The Purchase Officer or his duly authorised representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.

(b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

16. Samples : Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythens bags at the cost of the tenderer.

17. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.

18. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

The Sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.

19. Samples not approved shall be collected by the unsuccessful tenderer. The Government will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

20. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.

21. **Drawl of Samples:** In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.

22. **Testing charges :** Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.

23. **Rejection:**(i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.

(ii) If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

24. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.

25. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.

26. The contract for the supply, can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.

27. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

28. (i) **Delivery period:** The tenderer whose tender is accepted shall arrange supplies within a period of.....from the date of supply order/by.....as under:-

S.No.	Items	Quantity	Delivery period
-------	-------	----------	-----------------

(ii) **Extent of quantity – Repeat orders :** If the orders are placed in excess of the quantities shown in tender the notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

(iii) If the Purchase Officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

29. Earnest Money :

(a) Tender shall be accompanied by an earnest money of Rs..... without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of.....

- (i) Cash through treasury challan deposited under head "**8443-Civil Deposits – 103 – Security Deposits**".
- (ii) Bank Drafts/Bankers Cheque of the scheduled Bank.

(b) **Refund of earnest money :** The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

¹[(c) **Partial exemption from earnest money :** Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer ²[deleted] from the Director of Industries Rajasthan, at the rate of 1% of the estimated value of the tender shown in NIT.]

(d) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.

(e) The earnest money/security deposit lying with the department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.

30. Forfeiture of earnest money : The earnest money will be forfeited in the following cases :

- (i) When tenderer withdraws or modified the offer after opening of tender but before acceptance of tender.
- (ii) When tenderer does not execute the agreement if any, prescribed within the specified time.
- (iii) When the tenderer does not deposit the security money after the supply order is given.

1. Substituted vide Circular No. 19/96 dated 1.7.1996.

2. Deleted words "competence certificate" vide Circular No.27/96 dated 27.8.1996.

- (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

31. (1) **Agreement and security deposit :**(i) Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted ¹[deleted] within 15 days from the date of despatch on which the acceptance of the tender is communicated to him.

(ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.

(iii) No interest will be paid by the department on the security money.

(iv) The forms of security money shall be as below :-

- (a) Cash/Bank Draft/Bankers Cheque/Receipted copy of challan.
- (b) Post office Savings Bank Pass Book duly pledged.
- (c) National Savings Certificate, Defence Savings Certificates, KisanVikasPatras, or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.

(v) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.

²[(2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed ³[deleted] in original form the Director of Industries or a photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.]

(ii) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

(3) **Forfeiture of Security Deposit :** Security amount in full or part may be forfeited in the following cases :-

- (a) When any terms and conditions of the contract is breached.
- (b) When the tenderer fails to make complete supply satisfactorily.
- (c) Notice of reasonable time will be given in case of forfeiture of security deposit.
The decision of the Purchase Officer in this regard shall be final.

(4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

32. (i) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge 5% of the freight will be recovered from the suppliers bill.

1. Substituted vide Circular No. 19/95 dated 28.6.1995 for - "Rs.50,000/-" and deleted the words "subject to the maximum of Rs. 1.00 lac" vide Circular No. 6/96 dated 5.2.1996.

2. Substituted vide Circular No. 19/96 dated 01.7.1996.

3. Deleted words "competence certificate" vide Circular No. 27/96 dated 27.8.1996.

(ii) R.R. should be sent under registered cover through Bank only .

(iii) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the department .

(iv) Remittance charges on payment made shall be borne by the tenderer.

33. **Insurance** :(i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and State will not be required to pay such charges , if incurred.

(ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

34. **Payments:**(i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer.

(ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with G.F.&A.R all remittance charges will be bore by the tenderer.

(iii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.

(iv) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

35.(i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

(ii) **Liquidated damages** : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the tenderer has failed to supply :-

(1) (a) delay up to one fourth period of the prescribed delivery period 2 ½%

(b) delay exceeding one fourth but not exceeding half of the prescribed period 5%

(c) delay exceeding half but not exceeding three fourth of 7½%
the prescribed period.

(d) delay exceeding three fourth of the prescribed period. 10%

(2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(3) The maximum amount of liquidated damages shall be 10%.

GFAR Part-II

(4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

36. Recoveries : Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

37. Tenderers must make their own arrangements to obtain import licence, if necessary.

38. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.

39. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.

40. The tenderer shall furnish the following documents at the time of execution of agreement:-

- (i) Attested copy of Partnership Deed in case of Partnership Firms.
- (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
- (iii) Address of residence and office, telephone numbers in case of sole Proprietorship.
- (iv) Registration issued by Registrar of Companies in case of Company.

¹[41. Deleted].

42. All legal proceedings, if necessary arise to institute may by any of the parties (Government or Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

Signature of tenderer.

1. The existing condition No. 41. "If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final." deleted vide FD Order No.F.1(2)FD/GF&AR/2005 Part-I dated 29.01.2024.

AGREEMENT
(See Rule 68)

An agreement made this ----- day of ----- between -----
----- (hereinafter called "**the approved supplier**", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Government of the State of Rajasthan (herein after called "the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the Government to supply to the _____ of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column _____ of the said schedule.

3. And whereas the approved supplier has deposited a sum of Rs. _____ in _____.

- (1) Cash/Bank Draft/Challan no./Banker Cheque No. _____ dated _____.
- (2) PostOfficeSavingsBankPass Book duly hypothecated to the Departmental authority.
- (3) National Savings Certificates/Defence Savings Certificates, KisanVikasPatras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.

4. Now these Presents witness:

- (1) In consideration of the payment to be made by the Government through _____ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in _____ and _____ thereof in the manner set forth in the conditions of the tender and contract.
- (2) The conditions of the tender and contract for open tender enclosed to the tender notice No. _____ dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- (3) Letters Nos. _____ received from tenderer and letters nos. _____ issued by the Government and appended to this agreement shall also form part of this agreement.
- (4) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the Government will through _____ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The mode of Payment will be as specified below:-

1. _____
2. _____
3. _____

5. The delivery shall be effected and completed within the period noted below from the date of supply order:-

S.No.	Items Quantity	Delivery period
-------	----------------	-----------------

6. (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-

- | | |
|--|-----|
| (a) Delay upto one fourth period of the prescribed delivery period. | 2½% |
| (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. | 5% |
| (c) Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period. | 7½% |
| (d) Delay exceeding three fourth of the prescribed delivery period. | 10% |

Note : (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(ii) The maximum amount of agreed liquidated damages shall be 10%.

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hinderences, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hinderence but not after the stipulated date of completion of supply.

(2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hinderences beyond the control of the tenderer.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

In witness whereof the parties hereto have set their hands on the..... day of199.....

Signature of the approved supplier.

Signature for and on behalf of Governor
Designation

Date:

Date:

Witness No. 1
Witness No.2

1. Witness
2. Witness

¹Appendix - 5
[See Rule 38(A)]

Procedure for Award of Consultancy Services

The following procedure shall be followed for award of consultancy services:-

(1) **The term consultants** includes a wide variety of private and public entities, including consulting firms, engineering firms, architects, construction managers, management firms, procurement agents, inspection agents, auditors, investment and merchant banks, universities, research institutions, government agencies, non-governmental organisations (NGOs) and individuals. The consultants are used to help in a wide range of activities - such as policy advice; institutional reforms, management, engineering services, construction supervision, financial services, procurement services, social and environmental studies, and identification, preparation and implementation of projects etc.

(2) **General Considerations:** While the specific rules and procedures to be followed for employing consultants depend on the circumstances of the particular case, four main considerations are to be observed in the selection process:-

- (i) the need for high-quality services,
- (ii) the need for economy and efficiency,
- (iii) the need to give qualified consultants an opportunity to compete in providing the services,
- (iv) the importance of transparency in the selection process.

In the majority of the cases, these considerations can best be addressed through competition among qualified short-listed firms in which the selection is based both on the quality of the proposal and cost of the services to be provided.

(3) **Conflict of Interest :** It is to be ensured that consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interest. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the department.

Without limitations on the generality of this rule, consultants shall not be hired under the circumstances set forth below:-

(i) A firm which has been engaged by the department to provide goods for a project and any of its affiliates, shall be disqualified from providing consulting services for the same project and conversely.

1. Added by FD Order No.F.1(3)FD/GF&AR/2004 dated 10.12.2004

(ii) Consultant or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and consultants assisting a department in the public assets shall not purchase, nor advise purchasers of such assets.

(4) Eligibility : Firms that are registered or incorporated in, and individuals and personnel are eligible to compete for consulting services. Government-owned enterprises may participate only if they can establish that they are legally and financially autonomous.

(5) Associations Between Consultants : Consultants may associate with each other to complement their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The 'association' may take the form of a joint venture or a sub-consultancy. In case of joint venture, all members of joint venture shall sign the contract and shall be jointly and severally liable for the entire assignment. Once the short list is finalised, and the request for proposals (RFP) are issued, any association in the form of joint venture or sub-consultancy among short-listed firms shall be permissible only with the approval of the department.

(6) Evaluation of the Performance of the Consultants : Consultants shall observe due diligence and prevailing standards in the performance of the assignment. The department shall evaluate the performance of the consultants employed under contracts in a fair and confidential process. The performance rating will be an input for future short-listing. In the case of repeated poor performance, the firm will be notified and provided an opportunity to explain the reasons for it and the remedial action proposed. If poor performance persists, the department may exclude the firm from participation in future assignment for a stated period. Besides, the consultants shall be responsible for the accuracy and suitability of their work.

(7) Fraud and Corruption : The consultants are required to observe the highest standard of ethics during the selection and execution of such contracts. For the purpose of this provision the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of contract to the detriment of the department and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the department of the benefits of free and open competition.

In case a consultant is found responsible for corrupt and fraudulent practice following action shall be taken :

- (a) The department will reject the proposal for award,
- (b) The department will declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded any contract.

- (8) The Selection Process :** The selection process shall include the following steps:-
- (i) Administrative and financial sanction for the hiring of consultancy services.
 - (ii) Preparation of Terms of Reference (TOR).
 - (iii) Preparation of cost estimate and budget.
 - (iv) Advertisement.
 - (v) Preparation and issuance of request for proposals to the short listed firms (RFP):-
 - (a) Letter of Invitation (LOI)
 - (b) Information to Consultants (ITC)
 - (c) TOR
 - (d) Proposed contract
 - (vi) Receipt of proposals.
 - (vii) Evaluation of technical proposals.
 - (viii) Final evaluation of quality and cost.
 - (ix) Single source selection of consultants.
 - (x) Award of the contract to the selected firm.
 - (xi) Negotiations.

(i) Administrative and Financial Sanction : The department shall arrange to issue Administrative and Financial sanction subject to budget provision for conducting any consultancy through private or public consultants provided this consultancy can not be done by the department or any other department of the State Government.

(ii) Terms of Reference (T.O.R.) : The department shall be responsible for preparing the TOR for the assignment. TOR shall be prepared by a person(s) specialised in the area of the assignment. The scope of services described in the TOR shall be compatible with the available budget. TOR shall define clearly the objective, goals, and scope of the assignment and provide background information (including a list of existing relevant studies and basic data) to facilitate the consultants in the preparation of their proposals. If transfer of knowledge or training is an objective, it should be specifically outlined alongwith the details of numbers of staff to be trained, and so forth, to enable consultants to estimate the required resources, TOR shall list the services and surveys necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys). However, TOR should not be too detailed and inflexible, so that competing consultants may propose their own methodology and staffing. The departments and consultants responsibilities should be clearly defined in the TOR.

(iii) Cost Estimate (Budget) : Preparation of a well-thought-through cost estimate is essential if realistic budgetary resources are to be earmarked. The cost estimate shall be based on the department assessment of the resources needed to carry out the assignment : staff time, logistical support, and physical inputs (for example, vehicle, laboratory equipments etc.). The cost shall be defined into two broad categories; (a) fee or remuneration, and (b) reimbursable.

(iv) Advertisement, Invitation for Expression of Interest (EOI): The request for expressions of interest shall be published in the newspapers and a copy may also be sent to such reputed firms dealing with such studies. The eligible consultants may be invited to

indicate their interest in providing the consultancy services. The interested consultants be requested to provide information indicating that they are qualified to perform the services (brochures, description of similar assignments, experience in similar conditions, availability of appropriate skills alongwith staff etc.) Consultants may be allowed to associate to enhance their qualifications. It may be mentioned in notice that it is a proposal only for preparation of a list. After a review of letters of interest and information received from consulting firms a short list shall be prepared by the Committee. The procedure for allotting marks which are usually applicable for assessing the offers may even be adopted and EOI so received should be evaluated by giving marks out of 100. The list should be prepared in order of merit. The firms securing marks above 50 may be included in short list.

Note: The department can however advertise inviting technical and financial bids and short list the consultants directly without advertising EOI.

(v) Preparation and Issuance of the request for proposals (RFP) to the short listed firms: The RFP shall include, (a) Letter of Invitation, (b) Information to consultants, (c) the TOR, (d) Proposed contract.

(a) Letter of Invitation (LOI) : The LOIs shall state the intention of the department to enter into a contract for providing of consulting services, the source of funds, the details of the department and the date, time and address for submission of proposals.

(b) Information to Consultants (ITC): All necessary information shall be made available to the short listed firms that would help them prepare responsible proposals and shall bring as much transparency as possible to the selection procedure by providing information on the evaluation process and by indicating the evaluation criteria and factors and their respective weights and the minimum passing quality score. The ITC shall indicate the expected input of key professionals. Consultants, however, shall be free to prepare their own estimates of staff time necessary to carry out the assignment. The ITC shall specify the proposal validity period (normally 60-90 days).

(c) TOR : The TOR shall be prepared as indicated above in this rule.

(d) Contract : The department shall use the appropriate form of contract containing conditions of payment, stages of submission of interim report and final report etc.

(vi) Receipt of Proposals : The department shall allow enough time for the consultants to prepare their proposals. The time allowed shall depend on the assignment, but normally shall not be less than four weeks. The technical and financial proposals shall be submitted at the same time, any proposal or part proposal received after the closing time for submission of proposals shall be returned unopened, no amendment to the technical or financial proposal shall be accepted after the dead line. The technical envelope shall be opened immediately by the Committee. The financial proposals shall remain sealed until they are opened publicly.

Evaluation of the proposal shall be carried out in two stages, first the quality, and then the cost. The Committee shall not have access to the financial proposals until the technical evaluation is concluded. Financial proposals shall be opened only thereafter. The evaluation shall be carried out in full conformity with the provisions of the evaluation criteria enclosed with RFP.

(vii) Evaluation of the Technical Proposals : The Committee shall evaluate each technical proposal taking into account several criteria : (a) the Consultant's relevant experience for the assignment, (b) the quality of the methodology proposed, (c) the qualifications of the key staff proposed, (d) transfer of knowledge, and each criteria shall be marked on a scale of 1 to 100 and then the marks shall be weighted to become scores.

The department shall normally divide these criteria into sub-criteria. The weight given to experience can be relatively modest, since this criterion has already been taken into account when short-listing the consultants. More weight shall be given to the methodology in the case of more complex assignments.

Evaluation of only the key personnel is recommended. Since key personnel ultimately determine the quality of performance, more weight shall be assigned to this criterion if the proposed assignment is complex. The department shall review the qualifications and experience of proposed key personnel in their curricula vitae, which must be accurate, complete, and signed by the authorised official of the consultant and the individual proposed. The individual shall be rated in the following three sub criteria, as relevant to the task:

(a) general qualifications : general education and training, length of experience, position held, time with the consulting firm as staff, experience in other countries etc.

(b) adequacy for the assignment : education, training and experience in the specific sector, field, subject, relevant to the particular assignment, and

(c) experience in the region : knowledge of the local language, culture, administrative system, government infrastructure.

The committee shall evaluate each proposal on the basis of its responsiveness to the TOR. A proposal shall be considered unsuitable and shall be rejected at this stage if it does not respond to important aspects of the TOR or it failed to achieve minimum technical score specified in the RFP. At the end of the process, an evaluation report shall be prepared of the technical responsiveness of the proposal. The report shall substantiate the result of evaluation and describe the relevant strengths and weaknesses of the proposals. All records relating to the evaluation, such as individual mark-sheets, shall be retained until the completion of the project and its audit.

(viii) Final Evaluation of Quality and Cost : After the evaluation of the technical proposal is completed, the department shall notify those consultants whose proposal did not meet the minimum qualifying mark or where considered non-responsive to the RFP and TOR indicating that their financial proposals will be returned unopened after completing the selection process. The department shall simultaneously notify the consultants that they have secured the minimum qualifying marks and indicating the date and time set for opening financial proposal.

After rejecting the offers securing less than the minimum qualifying marks for the quality, the financial envelopes of the rest shall be opened. The firm with the lowest price shall be selected.

(ix) Single Source Selection: Single Source Selection of consultants does not provide the benefits of competition in regard to quality and cost and lacks transparency in selection and could encourage unacceptable practices. Therefore, single source selection shall be used in exceptional cases. The justification for single source selection shall be examined in

the context of the overall interests of the department. The reasonableness of cost of consultancy shall be examined based on T.O.R. Key Personnel, Deployment of Personnel, Man-months and their remuneration, overheads, reimbursables and time required for completing the assignment.

Single-source selection may be appropriate only if it presents a clear advantage over competition : (a) for tasks that represent a natural continuation of previous work carried out by the firm, (b) where a rapid selection is essential (for example, in an emergency operation), (c) for very small assignments, or (d) when only one firm is qualified or has experience of exceptional worth for the assignment.

For this purpose every department may maintain a list of consultants having experience of such studies and single source selection may be made from that list.

For single source selection of consultants approval of Finance Department is required beyond the power delegated in Part-III of GF&AR. However, before sending the case to Finance Department the Committee would consider the matter in view of above mentioned conditions and would send the case to Finance Department with full justification.

Note : In case, if the initial assignment was not awarded on a competitive basis, for further continuation of previous work, Competitive process shall normally be followed in which the consultant carrying out the initial work is not excluded.

(x) Award of Contract : After a final evaluation based on any of the above methodology is made, successful consultant shall be awarded the contract.

(xi) Negotiations: Negotiations if required would be undertaken as per provisions given in rule 59 of GF&AR Part-II.

(9) Types of Contracts:

(i) Lump Sum (Firm Fixed Price) Contract : Lump sum contracts are used mainly for assignments in which the content and the duration of the services and the required output of the consultants are clearly defined. They are widely used for simple planning and feasibility studies, environmental studies, detailed design of standard or common structure, preparation of data processing systems, and so forth. Payments are linked to outputs (deliverables), such as reports, drawings, bills of quantities, bidding documents, and software programs. Lump sum contracts are easy to administer because payments are due on clearly specified outputs.

(ii) Time Based Contract : This type of contract is appropriate when it is difficult to define the scope and the length of services, either because the services are related to activities by others for which the completion period may vary, or because the input of the consultants required to attain the objectives of the assignment is difficult to assess. This type of contract is widely used for complex studies, supervision of construction, advisory services, and most training assignments. Payments are based on agreed to hourly, daily weekly or monthly rates for staff (who are normally named in the contract) and no reimbursable items using actual expenses and/or agreed unit prices. The rates for staff include salary, social costs, overhead, fee (or profit), and, where appropriate, special allowances. This type of contract shall include a maximum amount of total payments to be made to the consultants. This ceiling amount should include a contingency allowance for unforeseen work and duration, where appropriate. Time based contracts need to be closely monitored and

administered by the client to ensure that the assignment is progressing satisfactorily, and payments claimed by the consultants are appropriate.

(iii) Percentage Contract : These contracts are commonly used for architectural services. They may be also used for procurement and inspection agents. Percentage contracts directly relate the fees paid to the Consultant to the estimated or actual project cost, or the cost of the goods procured or inspected. The contracts are negotiated on the basis of marked norms for the services and/or estimated staff month costs for the services, or competitively bid. It should be borne in mind that in the case of architectural or engineering services, percentage contracts implicitly lack incentive for economic design and are hence discouraged. Therefore, the use of such a contract for architectural service is recommended only if it is based on a fixed target cost and covers precisely defined services (for example, not works supervision).

(iv) Indefinite Delivery Contract (Price Agreement): These contracts are used when department need to have "on call" specialized services to provide advice on a particular activity, the extent and timing of which can not be defined in advance. These are commonly used to retain "advisers" for implementation of complex projects (for example, dam panel), expert adjudicator for dispute resolution panels, institutional reforms, procurement advice, technical troubleshooting, and so forth, normally for a period of a year or more. The department and the firm agree on the unit rates to be paid for the experts, and payments are made on the basis of the time actually used.

(10) Important Provisions:

(i) Payment Provisions : Payment provisions, including amount to be paid, schedule of payments, and payment procedures, shall be given in the contract. Payments may be made at regular intervals (as under time-based contracts) or for agreed outputs (as under lump sum contracts). Payments for advances (for example, for mobilization costs) must normally be backed by advance payment securities such as bank guarantee.

(ii) Earnest Money and Security Deposit :

(a) Earnest Money : Consultants have to deposit Earnest Money @ 2% of estimated cost of consultancy work. However, if a retired Government Officer or society of such Government servants participate in tenders. (in case of within 2 years of retirement with the permission of Government as per rules) for consultancy, the quantum of the Earnest Money to be deposited would be @ ½% of estimated cost of consultancy work subject to maximum of Rs. 1.00 lac.

(b) Security Deposit : Consultants have to deposit Security Deposit @ 5% of cost of consultancy work. After adjustment of Earnest Money, remaining amount of security deposit shall be deposited by the consultants in advance.

(iii) Staff Substitution: During an assignment, if substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable), the Consultant shall propose other staff of at least the same level of qualifications for approval by the departments.

(11) Information to Consultants (ITC):

The ITC shall include adequate information on the following aspects of the assignment :

- (i) a very brief description of the assignment;
- (ii) standard formats for the technical and financial proposals;
- (iii) the names and contact information of officials to whom clarifications shall be addressed and with whom the consultants representative shall meet, if necessary;
- (iv) details of the selection procedure to be followed, including (i) a description of the two-stage process, if appropriate; (ii) a listing of the technical evaluation criteria and weights given to each criterion; (iii) the details of the financial evaluation; (iv) the minimum pass score for quality; and (v) the details on the public opening of financial proposals;
- (v) an estimate of the level of key staff inputs (in staff months) required of the consultants; and indication of minimum experience, academic achievement, and so forth, expected of key staff or the total budget, if a given figure can not be exceeded;
- (vi) details and status of any external financing;
- (vii) the deadline for submission of proposals;
- (viii) currency(ies) in which the costs of services shall be expressed, compared and paid;
- (ix) reference to any laws that may be particularly relevant to the proposed consultants contract;
- (x) a statement that the firm and any of its affiliates shall be disqualified from providing down stream goods, works or services under the project if, such activities constitute a conflict of interest with the services provided under the assignment;
- (xi) the method in which the proposal shall be submitted, including the requirement that the technical proposals and price proposals be sealed and submitted separately in a manner that shall ensure that the technical evaluation is not influenced by price;
- (xii) a request that the invited firm (i) acknowledge receipt of the RFP, and (ii) informs the department whether or not it will be submitting a proposal;
- (xiii) the short list of consultants being invited to submit proposals, and whether or not associations between short-listed consultants are acceptable;
- (xiv) the period for which the consultants proposals shall be held valid (normally 60-90 days) and during which the consultants shall undertake to maintain, without change, the proposed key staff, and shall hold to both the rates and total price proposed; in case of extension of the proposal validity period, the right of the consultants not to maintain their proposal;

- (xv) the anticipated date on which the selected Consultant shall be expected to commence the assignment;
- (xvi) a statement indicating (i) whether or not the consultants contracts and personnel shall be tax-free or not; if not, (ii) what the likely tax burden will be or where this information can be obtained, and statement requiring that the Consultant shall include in its financial proposal a separate amount clearly identified, to cover taxes;
- (xvii) if not included in the TOR or in the draft contact, details of the services, facilities, equipment, and staff to be provided by the department.
- (xviii) phasing of the assignment, if appropriate; and likelihood of follow-up assignments;
- (xix) the procedure to handle clarifications about the information given in the RFP; and
- (xx) any conditions for subcontracting part of the assignment.

(12) Guidance to Consultants :

(i) When consultants receive the RFP, and if they can meet the requirements of the TOR and the commercial and contractual conditions, they should make the arrangements necessary to prepare a responsive proposal (for example, visiting the State and Department of the assignment, seeking associations, collecting documentation, setting up the preparation team). If the consultants find in the RFP documents-especially in the selection procedure and evaluation criteria-any ambiguity, omission or internal contradiction, or any feature that is unclear or that appears discriminatory or restrictive, they should seek clarification from the department in writing, within the period specified in the RFP for seeking clarifications.

(ii) In this connection, it should be emphasized that the specific RFP issued by the department governs each selection. If consultants feel that any of the provisions of the RFP are inconsistent with the Guidelines, they should also raise this issue with the department.

(iv) Consultants should ensure that they submit a fully responsive proposal including all the supporting documents requested in the RFP. It is essential to ensure accuracy in the curricula vitae of key staff submitted with the proposals. The curricula Vitae shall be signed by the consultants and the individuals and dated. Non-compliance with important requirements will result in rejection of the proposal. Once technical proposals are received and opened, consultants shall not be required nor permitted to change the substance, the key staff, and so forth. Similarly, once financial proposals are received, consultants shall not be required or permitted to change the quoted fee and so forth; except at the time of negotiations carried out in accordance with the provisions of the RFP.
