



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

BID DOCUMENTS

NIB No. : EE-(Project-I)/10/2015-16

Consultancy for
“COMPREHENSIVE TRAFFIC AND
TRANSPORTATION STUDY FOR JAIPUR REGION”

JAIPUR DEVELOPMENT AUTHORITY

Ram Kishor Vyas Bhawan, Indira Circle, Jawaharlal Nehru Marg, Jaipur, Rajasthan 302004

Website: www.jaipurjda.org

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1. INTRODUCTION

1.1 Background

- 1.1.1 Jaipur, the capital of Rajasthan state is one of the major tourist destinations in the country. Situated on the Northwest part of India, it is referred to as the “PINK CITY”. Besides being one of the largest metropolitan cities in the country, it is a renowned centre of education, trade, commerce, and industry. The city follows a grid plan, with rectangular blocks created by broad intersecting avenues and streets. The city has developed in an imbalanced manner. While most of the economic activities are located in the walled city, the residential colonies have developed in the western and southern parts. The imbalance in the location of jobs and residences over space, coupled with inadequacy of public transport system generates large volume of intermediate and personalized traffic especially on the arterial roads. The city has experienced a growth @ of nearly 12% per annum in traffic over the last decade.
- 1.1.2 To ease the congestion and improve transport infrastructure, Jaipur Development Authority (JDA) has decided to commission the Comprehensive Traffic and Transportation Study (the “Project”) for the Jaipur Region.
- 1.1.3 In pursuance of the above, the JDA invites bids for Consultancy for undertaking **“Comprehensive Traffic and Transportation Study for Jaipur Region” (the Project)** through **Competitive Bidding at e-procurement** . The consultant shall appraise the ‘Project’ in accordance with Terms of Reference specified at **Schedule - 1** (the “TOR”).
- 1.1.4 The prospective bidders may refer to various studies/reports in respect of Jaipur, available in the JDA website.

1.2 Bid

The JDA invites Bids for preparation of “Comprehensive Traffic and Transportation Study for Jaipur Region” (the “Project”).

The Project shall include all requisite studies and surveys, demand assessment, conceptual plans conforming to rules and regulations and recommendations for the development mechanism to be followed.

1.3 Due diligence by bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the bids by paying a visit to JDA office and the Project area, or sending written queries to the JDA and attending a Pre-bid meeting on the date and time specified in Clause 1.10.

1.4 Bid Procedure

The bid documents are available at Office of the procurement entity - Executive Engineer-I and on the website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jaipurjda.org The Bidder shall, on or before the date and time given in the Notice of Invitation to Bid, submit his Bid alongwith the following as per procedure at <http://eproc.rajasthan.gov.in> only.

The bidders should further note that

1. Bidder (authorized Signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay tender Fee, BSD, and RISL Processing Fee, Online (Subject to Confirmation) his Bid shall not be accepted.
3. To participate in online bidding process, bidders must procure a digital signature Certificate (Type III) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCs safecrypt, Ncode etc. Bidders who already have a valid Digital signature Certificate (DSC) need not procure a new DSC. Also bidders must register on <http://eproc.rajasthan.gov.in> (Bidders already registered on <http://eproc.rajasthan.gov.in> before 30.09.2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are in their own interest requested to upload the complete bid well in advance in time so as to avoid 11 th hour issues like slow speed: chocking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer “ Bidders Manual Kit” available at eproc website for further details about the e-tendering process.
6. Training for the bidders on the usage of e-tendering system (e-procurement) is also being arranged by DoIT &C, GoR on a regular basis. Bidders interested for training may contact e-procurement Cell, DoIT & C for booking the training slot.

Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in .

Address : E-Procurement Cell, JDA Yojana Bhawan, Tilak Marg, C-Scheme,

Jaipur.

7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.

8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding documents (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than **120 days** from the last date of submission of bids.

1.6 Brief description of the Selection Process

The JDA has adopted a two stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in designated envelopes at <http://eproc.rajasthan.gov.in> only . In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on the technical evaluation, a list of short-listed Bidders shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Bidder shall be selected for negotiation (the "Selected Bidder") while the second ranked Bidder will be kept in reserve.JDA

1.7 Payment to consultant

- 1.7.1 For the purposes of evaluation of Bidders, only INR will be considered as the applicable currency.

1.8 Schedule of Process

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name : Executive Engineer(Project-I), Jaipur Development Authority ➤ Address : Room No. 101, Main Building, First Floor, JDA Campus, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan) ➤ Email : vivjda@gmail.com
Subject Matter of Procurement	➤ COMPREHENSIVE TRAFFIC AND TRANSPORTATION STUDY FOR JAIPUR REGION
Bid Procedure	➤ Post qualification open competitive bidding as per eBid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	➤ Quality cum cost based
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites : www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jaipurjda.org
Website for online Bid application and payment	<ul style="list-style-type: none"> ➤ Website : www.jaipurjda.org ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. ➤ Bidding Document fee : Rs 5000.00/-Rupees (FiveThousands only) ➤ RISL Processing Fee : Rs 1000.00 (Rupees One Thousand only) ➤ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 250.00 Lacs (Rupees Two hundred and Fifty Lacs only)
Bid Security Deposit	➤ Amount (INR) :Rs 5.00 Lacs. (Rs 1.25 Lacs.) for Bidder registered as contractor in JDA,
Pre-Bid	➤ 16.03.2016 at 11.00 AM in "Manthan Hall", Third Floor, Main Building, JDA Campus, Jaipur.
Start/End date for Bid Applying, Online Payment and Bid Submission	<ul style="list-style-type: none"> ➤ Start Date : 26.02.2016. from 9.30 AM onwards ➤ End date : 28.03.2016. upto 6.00 PM
Date/Time? Place of Technical Bid Opening	➤ 01.04.2016 at 11.00 AM in Room No. 101, First Floor, Main Building, JDA Campus, Jaipur.
Date/Time/Place of Financial Bid Opening	<ul style="list-style-type: none"> ➤ Date will be informed on E Proc portal after evaluation of Technical Bids. ➤ SE-V, Ground Floor, Near Electric Room, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Negru Marg, Jaipur- 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time period of completion of work	➤ 12 months
Job No.	➤ JDA/EE Project 01/A&F/2015-16/Feb/379 Dt.16.02.2016

- The amount is to be deposited online by bidder. After Successful payment, update the UTR/Instrument number on JDA tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.
- The bidders should also note that the tender fee Rs. 5000/- and RISL fee Rs. 1000/- will be accepted through "on-line payment" mode only as already mentioned in the bid documents.

Note :-

11. Bidder (authorized Signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
12. In case, any of the bidders fails to pay tender Fee, BSD, and RISL Processing Fee, Online (Subject to Confirmation) his Bid shall not be accepted.
13. To participate in online bidding process, bidders must procure a digital signature Certificate (Type III) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCs safecrypt, Ncode etc. Bidders who already have a valid Digital signature Certificate (DSC) need not procure a new DSC. Also bidders must register on <http://eproc.rajasthan.gov.in> (Bidders already registered on <http://eproc.rajasthan.gov.in> before 30.09.2011 must register again).
14. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are in their own interest requested to upload the complete bid well in advance in time so as to avoid 11th hour issues like slow speed: chocking of web site due to heavy load or any other unforeseen problems.
15. Bidders are also advised to refer " Bidders Manual Kit" available at eproc website for further details about the e-tendering process.
16. Training for the bidders on the usage of e-tendering system (e-procurement) is also being arranged by DoIT &C, GoR on a regular basis. Bidders interested for training may contact e-procurement Cell, DoIT & C for booking the training slot.
Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: [eproc@ rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) .
Address : E-Procurement Cell, JDA Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
17. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
18. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
19. Procurement entity disclaims any factual/ or other errors in the bidding documents (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
20. The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Executive Engineer (Project-I),
JDA, Jaipur

1.9 Pre-bid visit to the Site and inspection of data

Prospective Bidders may visit the Site, go through Jaipur Region Master Development Plan 2025 , comprehensive mobility plan , City Bus , Metro & BRT routes and review the available data at any time prior to bid submission

1.10 Pre-bid meeting

A pre-bid meeting has been scheduled for the bid. The bidders can email their queries at: se4jda@gmail.com , as per the form-17. JDA shall respond to the queries in accordance to the timelines given under Clause 1.8 of this bid.

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

**SE-V,
MB GF 33C, Ground Floor Near Electric Room, Main Building,
Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Negru Marg,
Jaipur- 302004 (Rajasthan)**

1.11.2 The Official Website of the **JDA** is: <http://www.jaipurjda.org>

1.11.3 All communications, including the envelopes, should contain the following information, to be marked

NIB No. : EE-(Project-I)/09/2015-16

BID FOR CONSULTANCY

**“COMPREHENSIVE TRAFFIC AND TRANSPORTATION STUDY FOR JAIPUR
REGION”**

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this Bid document. The term bidder (the “**Bidder**”) means the Sole Firm. In case an bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process only individually (as “Sole Firm”) The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this document.

2.1.2 Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the **JDA** through the Selection Process specified in this bid document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the **JDA**’s decisions are without any right of appeal whatsoever.

2.1.3 The bidder shall submit its bids in the form and manner specified in this Part-2 of the bid . Upon selection, the bidder shall be required to enter into an agreement with the **JDA** in the form specified at Schedule-2.

2.1.4 Key Personnel

The Consultancy Team shall consist the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as given in table-1. Key Personnel shall fulfil the conditions of eligibility in respect of qualification & experience, as given table.

Position	Professional Experience	Educational Qualifications	Specific Expertise
Transportation Planner (Team Leader)	About 15 years.	PhD/Master’s degree in Transport Planning / Transportation Engineering / Traffic Engineering	Experience as Team Leader in transport planning in assignments of similar magnitude and nature. Should have experience as Team Leader in formulation of transport strategy and investment program covering all modes in major city with population more than 1 million.
Transport Modeler	About 5 years	Master’s degree in Transport Planning / Transportation/Engineering or equivalent	Should have experience as transport modeler in similar kind of assignments and in development of Staff of Art UTP model

Position	Professional Experience	Educational Qualifications	Specific Expertise
Highway / Road Engineer	About 10 years	Master in Civil Engineering	Should have in similar capacity in carrying out feasibility studies for construction of roads / bridges / flyovers preferably in urban areas.
Traffic Engineer	About 10 years	Master degree in Transport engineering / Transport planning /Urban Engineer or equivalent	Should have in similar capacity in Traffic Engineering, design and management in major cities
Public Transport Expert	About 10 years	Master's degree in Transport Planning / Engineering or equivalent	Experience as Public transport expert (Metro/BRT/Bus etc) in assignment of similar magnitude and nature.
Urban planner	About 5 years	PGD/Master's degree in Urban /Regional Planning / Environment or equivalent	Experience in similar capacity in Development of Land use policies in conjunction with transport plans.
Statistician / Systems Analyst	About 5 years	Master's degree in Statistics / Transport Planning / Engineering or equivalent	Experience in designing, conducting, household sample surveys in a large city and tabulating, analyzing the survey data.
Transport Economist	About 5 years	Master's degree in Transport Planning / Transportation/ Economics or equivalent	Experience in Economic Analysis of various transport strategies and projects in similar kind of assignment.

2.2 Eligibility Criteria of Bidders

2.2.1 Bidder must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible the bidder shall fulfil the following:

(A) **Financial Capacity:** The bidder should demonstrate an Average Annual Turnover of **Rs.15 crore** (Rupees Fifteen Crore) during last 3 (three) financial years preceding the current year. For explicit purposes the Financial Years under consideration are 2014-15, 2013-14 and 2012-13. The Financial Capacity should be demonstrated through a Certificate from a Chartered Accountant/Statutory Auditor or Company Secretary/Chief Financial officer of the Bidder.

(B) **Technical Capacity:** The Bidder shall have successfully completed at least One (1) projects in the domain of Consultancy Services in respect of preparing

Comprehensive Traffic and Transport Study (CTTS)/Comprehensive Mobility Plan(CMP) /Low Carbon Mobility Plan (LCMP)/ Integrated Mobility Plan (IMP) for similar areas.(‘Similar Projects’) The technical capacity shall be evidenced through a copy of client’s completion certificate clearly mentioning the technical requirements sought under this criteria.

(C) **Qualification & Experience:** The Key Personnel shall fulfil the conditions of eligibility in respect of qualification & experience, as given in table under Clause 2.1.4.

(D) **Joint Venture is not allowed.**

(E) **Fulfil the criteria for evaluation as prescribed.**

2.2.3 The bidder should submit a Power of Attorney (PoA) as per the format at Form-6 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed as a partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership. The authority to the person issuing the PoA shall be established through a copy of the board resolution.

2.2.4 Any entity which has been barred by the Government of India, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid either by itself or through its Associate.

2.2.5 The Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

2.2.6 While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

2.2.7 The Bidder, who intends to participate in the bidding process may submit the contact details in form-16, within one week of downloading the document, for pre-submission communications.

2.3 Conflict of Interest

- 2.3.1 The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**") as per **RTPP Act 2012**. Any Bidder found to have a Conflict of Interest shall be disqualified..
- 2.3.2 The **JDA** requires that the Consultant provides professional, objective, and impartial advice and at all times hold the **JDA**'s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the **JDA**.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, The Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) the Bidder, or Associate (or any constituent thereof) and any other Bidder, its or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution as per Companies Act 2013. For therefore purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the

intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- d) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Application of either or each of the other Bidder; or
- f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the JDA for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g) a firm which has been engaged by the JDA to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its Consultant(s) or sub-Consultant(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its Consultant(s) or sub-Consultant(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its Consultant(s) or sub-Consultant(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial

Institution referred in Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this bid, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Bidder eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project envisaged as the end product of this Bid and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the **JDA** in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the **JDA** in accordance with the rules of the **JDA**. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No bidder or its Associate shall submit more than one bid . Bidder applying individually or as an Associate shall not be entitled to submit another bid individually.

2.5 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the Selection Process including subsequent negotiation, visits to the **JDA**, Project site etc. The **JDA** will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process

2.6 Site visit and verification of information

Ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the **JDA**, and collection of preliminary data required, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Bidders on dates, time and venue as specified in Clause 1.9.

2.7 Acknowledgement by Bidder

2.7.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) made a complete and careful examination of the Bid Document;
- (b) received all relevant information requested from the **JDA**;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Document or furnished by or on behalf of the **JDA** or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The **JDA** shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Bid or the Selection Process, including any error or mistake therein or in any information or data given by the **JDA**.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this bid document, the **JDA** reserves the right to accept or reject any bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the **JDA** reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Bidder does not provide, within the time specified by the **JDA**, the supplemental information sought by the **JDA** for evaluation of the Proposal. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder.. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the **JDA** reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the **JDA**, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the bid document

2.9.1 This **Bid Document** comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

- 1 Introduction
- 2 Instructions to Bidder
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Bid Meeting
- 6 Miscellaneous

Schedules

- 1. Terms of Reference**
- 2. Form of Agreement**

- Annex-1 : Terms of Reference
- Annex-2 : Deleted
- Annex-3 : Estimate of Personnel Costs
- Annex-4 : Approved Sub-Consultant(s)
- Annex-6 : Payment Schedule

Appendices

Appendix-I: Proposal

- Form 1 : Letter of Proposal
- Form 2 : Financial Proposal

Form 3	:	Estimate of Personnel Cost
Form 4	:	Particulars of the Bidder
Form 5	:	Statement of Legal Capacity
Form 6	:	Power of Attorney
Form 7	:	Financial Capacity of Bidder
Form 8	:	Particulars of Key Personnel
Form 9	:	Proposed Methodology and Work Plan
Form 10	:	Abstract of Eligible Assignments of Bidder
Form 11	:	Abstract of Eligible Assignments of Key Personnel
Form 12	:	Eligible Assignments of Bidder
Form 13	:	Proposal for Sub-Consultant(s)
Form 16	:	Contact Details Form

Appendix-II: List of Bid-Specific Clauses

2.10. Clarifications

2.10.1 Bidders requiring any clarification on the Bid Document may send their queries to the JDA in writing, as per the form-17, before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning Bid Document for consultancy services for "Comprehensive Traffic and Transportation Study for Jaipur Region"

Alternatively, the queries can be e-mailed to the address given in the Bid document . The **JDA** shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The **JDA** will post the reply to all such queries on the Official Website.

2.10.2 The **JDA** reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the **JDA** to respond to any question or to provide any clarification.

2.11 Amendment of Bid Documents

2.11.1 At any time prior to the deadline for submission of Proposal, the **JDA** may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the Bid Document by the issuance of Addendum/ Amendment and posting it on the Official Website..

- 2.11.2 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the **JDA** may, in its sole discretion, extend the Bid Due Dates.

C. PREPARATION AND SUBMISSION OF BID

2.12 Language

The bid with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this Bid Document. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

- 2.13.1 The Bidder shall provide all the information sought under this Bid Document. The **JDA** would evaluate only those Bids that are received in the specified forms and complete in all respects.

- 2.13.2 The Bids must be submitted (uploaded) by the authorised representative (the "**Authorised Representative**") as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Bidder in the form specified in Appendix-I (Form6) shall accompany the Bid.

- 2.13.4 Bidders should note the Bid Due Date, as specified in Clause 1.8, for submission of Bids. Except as specifically provided in this Bid Documents or in the matters related to confirmation of legal aspects, no supplementary material will be entertained by the **JDA**, and that evaluation will be carried out only on the basis of documents received by the closing time of Bid Due Date as specified in Clause 2.17.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission and

unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the **JDA** reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14 The Proposal

2.14.1 Bidders shall submit the proposal in the formats at Appendix-I

2.14.2 While submitting the Bid, the Bidder shall, in particular, ensure that:

- (a) The tender Fee, Bid Security, and RISL Processing Fee, Online is provided;
- (b) All forms are submitted in the prescribed formats
- (c) Power of Attorney in original,
- (d) Professional Personnel proposed are meeting the conditions of eligibility and have good working knowledge of English language;
- (e) Key Personnel would be available for the period indicated in the TOR;
- (f) No Key Personnel should be retained after having attained the age of **65 (Sixty five) years** for this consultancy .
- (g) The proposal is responsive in terms of Clause 2.21.3. and RTPP Act.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14.2 shall make the bid liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the **JDA** for a period of 5 (five) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.

2.14.5 Deleted

2.14.6 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy.

- 2.14.7 An Bidder may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such sub-consultants should be submitted in Form-13 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The **JDA** reserves the right to verify all statements, information and documents, submitted by the Bidder. Any such verification or the lack of such verification by the **JDA** to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the **JDA** there under.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Documents, be liable to be terminated, by a communication in writing by the **JDA** without the **JDA** being liable in any manner whatsoever to the Bidder, as the case may be.

In such an event, the **JDA** shall forfeit the Bid Security of the bidder.

2.15 Financial Proposal

- 2.15.1 Bidders shall submit the financial proposal in the formats at Appendix-I (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy (Item [F] of Form-2&3 of Appendix-I) in both figures and words, in Indian Rupees, and signed by the Bidder Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Bidder shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Professional and Support Personnel and overhead expenditure such as travel, accommodation, office space and equipments, printing and stationaries, surveys, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- (ii) The Financial Proposal shall take into account all expenses. All payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Bid

2.16.1 Bidder (authorized Signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. The Bidder shall, on or before the date and time given in the Notice of Invitation to Bid, submit his Bid as per procedure at <http://eproc.rajasthan.gov.in> only.

2.18 Late Bids

Bids received by the **JDA** after the specified time on Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Bids

The Modification/ substitution/ withdrawal of Bids will be as per procedure at <http://eproc.rajasthan.gov.in> only as per RTPP Act.

2.20 Bid Security.

2.20.1 Jaipur Development Authority, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal www.jaipurjda.org.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jaipurjda.org (by depositing Rs 500.00 online, the validity of which remains 3 (three) years.)
For participating in the Bid, the Bidder has to apply for this Bid and pay the bid Document Fee, RISL Processing Fee and Bid Security Deposit online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing online amount

- Online through internet Banking, Debit card or Credit Card.

- In case the amount exceeds the online payment limit, the payment may be made through RTGS/NEFT/Transfer in Bank Account Number 675401700586 IFSC Code ICIC0006754 of ICICI Bank limited, JDA Campus Jaipur.

In Case of RTGS/NEFT/Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR/ Reference number from the bank. This number requires to be updated whiling applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details . The bidder is required to fill the instrument numbers for various heads on e-procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact details is available on JDA website www.jaipurjda.org under e-Services>>JDA tender.

The Bidder shall furnish as part of its Proposal, a bid security of Rs. 5,00,000.00 (Five lakh) as above in the, returnable not later than 30 (thirty) days from opening of Financial Bid except in case of the two highest ranked Bidders as required in Clause 2.24.1. In the event that the first ranked Bidder commences the assignment as required in Clause 2.29, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from Financial Bid.

2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the **JDA** as nonresponsive.

2.20.3 The **JDA** shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Bidder, by submitting its Application pursuant to this Bid, shall be deemed to have acknowledged that without prejudice to the **JDA's** any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the **JDA** under the following conditions:

- (a) If an Bidder engages in any of the Prohibited Practices specified in Section 4 of this Bid;
- (b) If an Bidder withdraws its Bid during the period of its validity as specified in this Bid Documents and as extended by the Bidder from time to time;
- (c) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
- (d) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

The technical bid will be opened only of those bidders who deposit Cost of Bid, Bid processing fee and Bid Security as stipulated.

(c) The Technical Bid envelope would be opened on the date 01.04.2016 at 11.00 AM in the room of **SE-V, MB GF 33C, Ground Floor Near Electric Room, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Negru Marg, Jaipur- 302004 (Rajasthan)**

(d) The Financial Bid envelope would be opened only of those bidders who fulfill all the **eligibility** criteria

2.21.1 A Proposal shall be considered responsive only if:

- (a) it contains all the information (complete in all respects) as requested in the Bid Documents;
- (b) it does not contain any condition; and
- (c) it is not non-responsive in terms of RTPP Act .

2.21.2 The **JDA** reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the **JDA** in respect of such Bids.

2.21.5 The **JDA** shall subsequently examine and evaluate Bids in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this Bid Documents.

2.21.6 After the evaluation, the **JDA** shall prepare a list of pre-qualified and shortlisted Bidders in terms of Clause 3.2 for opening of their Financial Proposals. The date, time and venue will be notified to all selected Bidders for announcing the result of evaluation and opening of Financial Proposals. The **JDA** will not entertain any query or clarification from Bidder who fail to qualify at any stage of the Bidding Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3.

2.21.7 Any information contained in the Bid Documents shall not in any way be construed as binding on the **JDA**, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the **JDA** in relation to matters arising out of, or concerning the Selection Process. The **JDA** will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The **JDA** may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the **JDA**.

2.23 Clarifications

2.23.1 To facilitate evaluation of Bids, the **JDA** may, at its sole discretion, seek clarifications from any Bidder regarding its Bids. Such clarification(s) shall be provided within the time specified by the JDA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Bidder does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the **JDA** may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the **JDA**.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

2.24.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid, but will be for re-confirming the obligations of the Consultant under this Bid, unless the bid price is substantially front loaded in the opinion of JDA. Issues such as deployment of Key Personnel, understanding of the Bid document, methodology and quality of the work plan shall be discussed during negotiations.. In case the Selected Bidder fails to reconfirm its commitment, the **JDA** reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.

2.24.2 The **JDA** will examine the credentials of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the **JDA**.

2.24.3 The **JDA** will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Bidder to the satisfaction of the **JDA**.

2.25 Substitution of Key Personnel

2.25.1 The **JDA** will not normally consider any request of the Selected Bidder for substitution of Key Personnel. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the **JDA**.

2.25.2 Deleted

2.25.3. Those Key Personnel not found suitable during the course of the agreement shall be replaced by the Consultant immediately to the satisfaction of the **JDA**.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the **JDA** for an amount not exceeding 2 (two) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services provided as per TOR.

2.27 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, by the **JDA** to the successful bidder and he shall, within 7 (seven) days of the receipt of the LOA, sign formal agreement

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period of 7 days from issue of LOA. The Successful Bidder shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of assignment

The Consultant shall commence the Services within 15 days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the **JDA** may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the **JDA** or submitted by an Bidder to the **JDA** shall remain or become the property of the **JDA**. The Consultant, as the case may be, are to treat all information as strictly confidential. The **JDA** will not return any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the **JDA** in relation to the Consultancy shall be the property of the **JDA**.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Proposals

3.1.1 Proposals of only those Bidders who satisfy the Conditions of Eligibility (*Clause 2.2- Instructions to Bidder*) will be considered for detailed technical evaluation. The of the Sub consultant is neither sought nor evaluated,. In the first stage, the technical capability of the Bidder will be evaluated and short listed for consideration of their presentation.

3.1.2 Deleted

3.2 Short-listing of Bidders

The aforesaid Bidders, subject to detailed evaluation as per the scoring criteria given in the table below will be short listed and considered for evaluation of their financial proposal. The Bidders, scoring 70% marks and above will only be qualified for further evaluation. In case only one bidder or no bidder attain 70% marks then the bid of three highest scoring firm will be opened.

S No.	Evaluation criteria	Max Marks	Documents required
1	<u>Project experience</u>		
	<ul style="list-style-type: none"> CTTS/ Transport Master Plan/ CMP/LCMP/IMP for two million plus cities <ol style="list-style-type: none"> At least 1 Projects (10 Marks) For additional Projects (5 marks each limited to maximum 10 Marks) 	20	The technical capacity shall be evidenced through Client Completion Certificate
2	<u>Additional for Local Experience :</u> <ul style="list-style-type: none"> CMP/IMP/ CTTS in State of Rajasthan for 0.5 million city <ol style="list-style-type: none"> At least 1 Project (3Marks) For additional Project (1 Marks each limited to maximum 2) 	5	The technical capacity shall be evidenced through Client Completion Certificate

3	<p><u>Experience in Designing of Urban Transport Infrastructure</u></p> <p>Feasibility Study /DPR for urban roads, grade separators, elevated corridors in Urban Areas,</p> <p>c) At least one projet (3 Marks)</p> <p>d) For additional project (1 Marks each limited to maximum of 2)</p>	5	
4	<p><u>Experience and Qualification of Key Professionals:</u></p> <p>a) Transportation Planner (Team Leader)- 25 Points</p> <p>b) Transport Modeler- 15 Points</p> <p>c) Highway/Road Engineer-15 Points</p> <p>d) Traffic Engineer/Planner- 20 Points</p> <p>e) Public Transport Planning Expert- 15 Points</p> <p>f) Urban planner- 10 Points</p> <p><i>Total 100 Points to appropriated to maximum marks</i></p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following two sub-criteria and relevant percentage weights:</p> <p>1) General qualifications [15%]</p> <p>2) Permanent Staff of the organization [10%]</p> <p>2) Adequacy for the assignment ie engagement in preparation nos. of CTTS/ Transport Master Plan/ CMP/LCMP/IMP [75%]</p> <p>Total weight: 100%</p>	50	Undertaking shall be provided if Bidder intends to use independent consultants.

5.	Methodology and Work Plan alongwith detail of software available with him & dedicated Manpower proposed to be deployed	10	
6	Consultants approved by IUT for	10	
	TOTAL	100	

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (**S_F**).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal of Form-2 of Appendix-I (Financial Bid) will be considered.

3.3.3 The **JDA** will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (**F_M**) will be given a financial score (**S_F**) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(**F** = Amount of Financial Proposal)

3.3.4 Provided that the bid is substantially responsive, the JDA shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T and F are weights assigned to Technical Proposal and Financial Proposal that shall be **0.80** and **0.20** respectively.

- 3.4.2 Deleted

- 3.4.3 The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher technical score should be ranked first.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this BID DOCUMENTS, the **JDA** shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the **JDA** shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the **JDA** for, *inter alia*, time, cost and effort of the **JDA**, in regard to the BID DOCUMENTS, including consideration and evaluation of such Bidder's Proposal.
- 4.2 Without prejudice to the rights of the **JDA** under Clause 4.1 hereinabove and the rights and remedies which the **JDA** may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by the **JDA** to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or BID DOCUMENTS issued by the **JDA** during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the **JDA** to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the **JDA** who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise

ceases to be in the service of the **JDA**, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the **JDA** in relation to any matter concerning the Project;

- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the **JDA** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-BID MEETING

- 5.1** There is pre-bid meeting scheduled for the study on the date mentioned in NIB. . The interested Bidders can mail the queries to JDA prior to conference.
- 5.2** The **JDA** shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6 MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rajasthan shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The **JDA**, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information to support legal aspects;
 - (c) retain any information and/or evidence submitted to the **JDA** by, on behalf of and/or in relation to any Bidder; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the **JDA**, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the **JDA** or submitted by an Bidder shall remain or become, as the case may be, the property of the **JDA**. The **JDA** will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

The **JDA** reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Schedules

SCHEDULE-1

(See Clause 1.1.3)

COMPREHENSIVE TRAFFIC AND TRANSPORTATION STUDY FOR JAIPUR REGION

TERMS OF REFERENCE

NEED FOR THE STUDY

Jaipur, the capital of Rajasthan state is one of the major tourist destinations in the country. Situated on the Northwest part of India, it is referred to as the “PINK CITY”. Besides being one of the largest metropolitan cities in the country, it is a renowned centre of education, trade, commerce, and industry.

The city follows a grid plan, with rectangular blocks created by broad intersecting avenues and streets. The city has developed in an imbalanced manner. While most of the economic activities are located in the walled city, the residential colonies have developed in the western and southern parts

The imbalance in the location of jobs and residences over space, coupled with inadequacy of public transport system generates large volume of intermediate and personalized traffic especially on the arterial roads. The city has experienced a growth @ of nearly 12% per annum in traffic over the last decade.

To ease the congestion and improve transport infrastructure, Jaipur Development Authority (JDA) has decided to commence the Traffic and Transportation Study (the “Project”) for Jaipur Region.

2. COVERAGE OF THE STUDY

The study will cover the Jaipur region having area 2940 Sq.km and all intra city passengers and goods movement as well as the intercity movements to and from the city. Map of Jaipur region is annexed 'A' The study will include the estimation of traffic demand and preparation of improvement schemes for short, medium and long term perspectives. The main objective would be to match the transport demand with the supply in terms of transport infrastructure

The Consultant should propose an innovative methodology in overall approach to the study and is required to adopt a multi-dimensional and multi-level technique to appreciate the characteristics and potential, analyse and identify issues and constraints and formulate and recommended rational policies, strategies and programme.

In multi-level approach, consultant shall study, analyse and synthesize the issues at all three levels of Jaipur Region, Jaipur Urban Agglomerate (or town corporation) and the central area of Jaipur

CITY REGION TRANSPORT SYSTEM

The Consultant shall adopt the Jaipur region as part of the study and undertake the regional analysis. The regional analysis would be directed towards an appreciation of the development pattern of settlements, analysis of the rank order of urban settlements, the levels of accessibility and connectivity by transport modes and identification of the issues, constraints and potentials for development of an optimal and balanced urban settlement pattern. The levels of accessibility and degree of connectivity of the regional network system would be analysed adopting simple but effective network analysis techniques. A strategy for development of the regional road and rail network systems would be identified to support the growth and development of Jaipur

STUDY OBJECTIVES

- (i) Study of existing land use pattern of the Jaipur Region area. Study of proposed land use plans/master-plans if any has been prepared by the local governments (Jaipur Development Authority). Study the available reports/plans on traffic and transport situation and relate matters and collection of relevant data from various offices.
- (ii) Carry out primary surveys (including pedestrian surveys along and across the major locations goods movement survey passenger surveys at major terminals) relating to traffic volume counts at mid-blocks & intersections, outer cordon survey, origin destination survey, speed and delay study for selected important corridors (consultants may identify such corridors in the proposal), public transport survey. A sample size of minimum 1.0% shall be covered for the Household survey, tentative minimum area of topographical survey of 500 Hectare, traffic survey atleast 100 intersections and 60 mid-blocks for improvement of, roads , ROB/RUB , grade separator structures etc. The quantity of survey is tentative. The bidder should himself assess the same and include the same in his quoted rates. The actual need for quantum of work as mentioned above & any other survey for fulfillment of work will be deemed to be included in the scope of the work. However for lesser qty. of survey, deduction @ Rs. 250.00 per hectare will be made. Fulfillment of scope of work has to be assessed by the bidder before quoting the rates. The results of household travel will be used to estimate the present intra-city transport demand movement pattern modal split, trip purpose etc. The survey will be carried out in all the areas of Jaipur based on a traffic zone system.

Note: "For (i) & (ii) as well further work included in the scope of work given below, the effect of traffic on the Jaipur Region due to present activity and future development of peripheral cities like Chomu, Achrol, Ringus, Baasi, Chaksu, Bagru and satellite towns as per MDP 2025 should be taken into account and whatever traffic studies and modeling for traffic projections are required to be done for this effect, the same should be done by the consultant as a part of this study."

- (iii) Collection of other transport and network related data like primary road inventory data and identification of primary network, public transportation surveys, IPT Surveys etc.
- (iv) Analysis and interpretation of above data to elicit the traffic and travel characteristics of the study area
- (v) Develop four-stage transport demand model, Calibrate and validate the transport demand model for intra-city travels.
- (vi) Project the transport demand up to the horizon year i.e. 2035 based on the calibrated models and proposed land use plans and also for alternate land - use plans and adapt the one that results in least travel demand in consultation with JDA.
- (vii) Indicated the problems with priority areas and priority junction and carry traffic estimates/ projection on major travel corridors.
- (viii) Identify the major transport corridors on the basis of transport demand.
- (ix) Submission of GAD for Grade Separator structure at the crossings (ROBs at existing level crossings , pedestrian underpass , FOB and up gradation of existing grade separator structures at the time of study.) with various alternate feasible options alongwith priority of implementation.
- (x) Suggest alternative transport strategies- short, medium and long term for strengthening transport infrastructure and public transport system
- (xi) Prepare a policy and regulatory framework for demand management, parking improving share of public transport and encouraging NMT within the region.
- (xii) Estimate the broad costs of project implementation for short, medium and long terms proposals and recommend funding mechanism.
- (xiii) Carry out economic analysis of the proposed proposals and estimate the environmental impact of the proposals.

- (xiv) Identification of stack holder , consultation with stack holders and managing the stack holder.

- (xv) The Scope of work and deliverables also include the following:

Accident Prone Crossing/ Junction Improvement

- Identification of accident prone crossings
- Planning of such crossings
- Alternate traffic arrangements

Bus Shelters

- No. of bus shelters
- Bus Shelters whether for private operators/govt. city buses

Mini Bus routes

- No. of bus routes operated by private bus operator /city buses
- Connectivity lack route

Street Vendors

- No. of street pockets where vendors are allowed
- No. of places where vendors creates traffic hazard

Service Roads

- Roads from which service roads are to be removed
- Roads at which service roads are to be crated
- Road stretches in which service road is lacking

Water Logging

- Roads where water logging occurs

Cabling priority

Phasing out to vehicle

- Base year by which vehicles it to be phased out
- No. of vehicles may be effected

Introduction of new technological solution

- Roads on which new traffic technological solutions implemented

Surveillance

- No. of Traffic surveillance vehicles
- No. of staff under Traffic Surveillance

Road widening

- No. of roads requiring widening
- Whether any widening process underwent before

Missing Links

- No. of roads at which missing links are there

Junction Improvement

- No. of junctions require improvement
- Whether traffic lights are there

- Whether ROB required
- Any plan/design planned for junction

One way

- Roads on which one way are to be declared
- One way hours
- Traffic solutions as one way

Widening of Bridges

- No. of bridges are to be widened
- Partial area of bridge to be widened at particular site

On street parking

- No. of Parking slots as on street parking
- Whether these parking slots creates traffic problem
- Parking hours decided for on street parking
- No. of vehicles parked at random basis
- Traffic situation at peak hours

ROB/RUB/Grade Separator

Geometric Improvement

Pre/Post Paid

- No. of Pre/Post paid taxi booth
- Whether private / govt. operator
- Whether Taxi booths at convenient spaces for public at large

Signages

- No. of signages required on roads
- Whether signages put/create any obstruction to traffic

Bus Shelters No. & Design

Public Convenience

Regulations - Demand

High Mast Lights

- No. of High Mast Lights
- Does any high mast light falls in ROW

Location of future Bus Terminal /truck terminal

- Any plan for bus/ truck terminal
- Area for

Regulation of heavy vehicle in city

Identifications of shifting of utilities cables

Removal / identification of Marriage Gardens

FOB's

WORK APPROACH AND METHODOLOGY

ACTIVITY-1: SITUATION ANALYSIS AND DIAGNOSIS

A. Mobilisation and Startup Activities

- A1. Startup Meeting and Mobilisation
- A2. Finalisation of Methodology and Work Approach
- A3. Collection of Relevant Documents, Reports and Maps

B. Collate, Review and Appraise Suitability of Existing Data

- B1. Collection and Review of Secondary data
- B2. Review of Transport Demand Models
- B3. Identification of Data Requirement for Model Calibration

C. Appraisal of Existing Situation

- C1 Delineation of Study Area
- C2 Study of Land Use Pattern
- C3 Study Area Zoning System
- C4 Appraisal of Traffic Scenario
- C5 Review of Organisational Setup
- C6 Appraisal of Public Transport System
- C7 Review of Traffic Regulations and Acts

D. Development of Baseline Data

- D1 Finalization of Screen and Cordon Lines
- D2 Finalisation of Survey Locations and Corridors
- D3 Finalisation of Quality Assurance Plan (QAP)
- D4 Primary Surveys
 - i. Household Travel Survey
 - ii. Road side Interview Survey
 - iii. Traffic Volume Counts

- iv. Socio Economic Survey and encroachment study
- v. Passenger occupancy survey (on sample basis)
- vi. Turning Movement Survey
- vii. Travel Time (Speed & Delay) Survey
- viii. Parking Survey
- ix. Public Transport Surveys in terms of on-board bus surveys (10% of sample)
- x. Stated preference survey for assessing the modal shift (1000 sample) for developing the disaggregate mode choice model.
- xi. IPT Survey
- xii. Pedestrian Survey
- xiii. Terminal Studies
- xiv. Freight Movement Surveys
- xv. Road Network Inventory
- xvi. Tourist Surveys
- xvii. Environment Surveys

E. Data Analysis

E1 Analysis of Primary Data

- Traffic Characteristics
- Travel Characteristics
- Road Network Characteristics
- Speed and Delay Characteristics
- Public Transport User and Operator Characteristics
- Parking Demand and Supply
- Pedestrian Flow Characteristics
- IPT User and Operator Characteristics
- Terminal Characteristics
- Freight Movement Characteristics
- Baseline Environment Profile
- Encroachment Details and Socio Economic Characteristics of Encroachers

E2. Preparation of Action Plan

F. Development of Base Year Travel Demand Model

F1. Finalisation of Approach to Travel Demand Modelling

- F2. Study Area Zoning System
- F3. Preparation of Base Year Transport Network
- F4. Base Year land-use and Socio-Economic Data
- F5. Calibration and Validation of “*Base Year Travel Demand Model*”

ACTIVITY-2: TRAVEL DEMAND FORECASTING AND FORMULATION OF TRANSPORT DEVELOPMENT STRATEGIES

G Travel Demand Forecasting

- G1. Alternative Urban Development (Structure) Strategies
- G2. Forecasting of Planning Variables
- G3. Alternate Transport Development (Network) Strategies
- G4. Horizon Year Network Plans
- G5. Travel Demand Forecasting

H. Transport Development Strategies

H1. *Management Measures*

- I. Traffic Management Schemes
 - Circulation Plans
 - Parking regulation
 - Pedestrian Facilities
 - Identification and Improvement of Priority Intersections
 - Road Furniture and Information System
 - Priority of elevated roads, flyovers, ROB, RUB, FOB and pedestrian underpass
 - etc
- II. Topographic Surveys for Priority Intersections
- III. Detailed Junction Design
- IV. Planning for Pedestrian Facilities
- V. Priority for utility duct for services
- VI. Shifting of electrical overhead lines
- VII. Identification of road portions damaged during rains due to water logging
- VIII. Identification of missing links
- IX. Preliminary Cost Estimate
- X. Planning of Terminal Facilities
- XI. Planning of Parking Facilities

- XII. Identification of shifting or removal of existing circles
- XIII. Corridor Improvement through Coordinated Traffic Signals
- XIV. Location and design of Bus shelters(excluding architectural design)
- XV. Location for private Auto-rickshaw, Cabs, Taxis and any other IPT
- XVI. Phasing of Short Term Measures
- XVII. Urban forestry (limited to road side and median plantation)
- XVIII. Improvement of roads by widening, merging of service roads with main carriage way,
- XIX. Construction of Service-roads, cycle tracks and footpath.
- XX. Street Illumination
- XXI. Decongestion by shifting of existing marriage gardens and similar crowd gathering activities at other suitable locations
- XXII. Identification of street vendor zone
- XXIII. Any other activity which will be necessary in opinion of consultant for improvement of traffic conditions
- XXIV. Detailed operation plan for Mini Bus and JCTSL Buses and its integration with Metro.
- XXV. Identification of junctions on which free left is to be stopped.
- XXVI. Traffic dispersal surveys at Airport, Railway Station, at originating & destination of Metro station and Central Bus Stand at Sindhi Camp

L. DELIVERABLES

- a. Inception Report
- b. Action Plan Report which can be implemented without any land acquisition in short time with minimum expense
- c. Report on Short Term Measures
- d. Draft Final Report
- e. Final Report alongwith medium & long term measures

The various tasks of the methodology listed above are described in detail in the following sections.

ACTIVITY-1 : SITUATION ANALYSIS AND DIAGNOSIS

A. MOBILISATION AND STARTUP ACTIVITIES

In the mobilisation and startup activities, the Consultant on award of the project will mobilise the study team, take approval of the methodology from client, collect various documents relevant to the study.

B. COLLATE, REVIEW AND APPRAISE SUITABILITY OF EXISTING DATA

B1. Review of Secondary data

Comprehensive Transportation planning needs to have access to a considerable amount of information to describe:

- the essential characteristics of the existing **demand** for travel (covering passenger and freight movement by all transport modes);
- the existing **supply**, operation, costs, performance, regulation and utilization of the existing transport services;
 - Population and socio-economic characteristics;
 - Existing and future land use patterns;
- planned transport investments, policy changes and other government actions, their implementation status and expected investment or implementation costs; and
- funding sources and expected amounts available for transport improvements.

This will include the following types of data:

- Inventories of transport infrastructure and services;
- travel demand data;
- Land use and socio-economic (planning variable) data; and
- Transportation investment, maintenance and operating cost data.

Data collection from previous studies and other on-going activities will be collated to form the data base for the study.

B2. Review of transport demand models

The objective of this task will be to select/appropriate transportation methods and models that meet the needs of Jaipur Region in order to carry out the proposed transport planning study and that would respond to different levels and scales of analysis (long term, short term, and sub-area analysis).

The objective will be accomplished by:

- Determining the requirements for the traffic and transportation model,
- Appraising the appropriateness and usefulness of all existing and available data which may be used to develop the model,
- Defining a program of data collection activities,

- Identifying computer hardware and software needed to support the development and operation of the model, and
- To identify the model and computer programs/software which suit the requirement of the study. A comparison of different available models for each transportation planning activity will be made highlighting their suitability, applicability, types and specification of outputs, advantages and disadvantages.

B3. Identification of data requirement for model calibration

The aim of this exercise will be to identify the input data that will be required for the travel demand model calibration. For development and subsequent use of such Model, input data will be required to describe:

- locations and configurations of existing and future transport networks and services,
- operating characteristics (travel times and costs) of existing and future transport networks and services,
- traffic usage characteristics of existing transport networks and services,
- residential population by Traffic Analysis Zone (TAZ) and their socio-economic characteristics for the base year and forecasts of such variables for the specified future target years, and
- types and intensities of existing and forecasted land use activities by location

Data requirements will be determined through the following process:

- identifying data requirements and likely data sources,
- appraising the suitability and availability of the existing data,
- identifying additional data requirements, and
- developing a program for obtaining the additional data.

Based on the data requirements and the data already available, the Consultants will identify the additional data that will be obtained from surveys or other data collection activities to be carried out as part of this project. To obtain this data, the Consultants will appropriately include them in the data collection surveys that are to be carried out as part of this project.

C. APPRAISAL OF EXISTING SITUATION

C1. Delineation of study area and Zoning System

As per TOR, the study area will comprise the Jaipur region . On award of the work, Consultants will have discussions with the authorities/client before finalizing the exact area to be considered for the study. The previous studies undertaken for preparation of development plans and the availability of Master plans for the horizon year will be considered for delineating the final study area limits.

The study area which is likely to be influenced in terms of development and generation of traffic will be divided into homogenous land use zones. The following factors shall be adopted for arriving at the zoning scheme.

- Type of land use (Residential, Industrial, Commercial, Shopping etc).
- Anticipated changes in land use
- Existing sub-division followed by other bodies for data collection(Census, Municipal Wards, development blocks, Panchayats etc.)
- Uniformity in size of the zones based on zonal populations.
- Regular geometric form for easy determination of zonal centeroid
- Zones must be compatible with screen & cordon lines.
- Natural or Physical boundaries may be adopted as zonal boundaries.

C2. Study of Land use pattern

The development plans will be studied in order to assess the existing land use pattern within the study area. The homogeneous land use zones will be identified coupled with census zones, wards etc which would form the basis for delineating the study area into zones. The planning variables for base year comprising population, employment, vehicle registration, personalised mode ownership will also be collected.

C3. Appraisal of Traffic Scenario

This task will be directed towards appraisal of the existing transport scenario in terms of existing transport supply and demand in relationship to the existing urban activities. The following aspects will be covered under this task:

- Road Network
- Public Transport
- Parking
- Terminals
- Intersections
- Goods Movements
- Traffic Management

C4. Review of Organisational Setup

The purpose for this task will be to clearly identify and become familiar with organizations having responsibilities for transportation and transportation-related activities within the study area and to examine the responsibilities and co-ordination between them.

The transportation system and its operation is affected by the activities of a variety of organizations, Therefore, as a first step towards ensuring a comprehensive analysis of passenger and goods transport in the study area, public and private organizations with responsibilities on various aspects of transportation planning related activities will be identified; their basic role examined and current objectives and future plans studied. The organizations to be covered will include those having responsibilities for:

- i) roads and streets (including Traffic System Management),
- ii) parking,
- iii) bus transport,
- iv) inter-modal relationships (integration),
- v) freight transport, and
- vi) other transport related activities,

Co-ordination between various transport authorities is a must for integrated development of the city transport system and in achieving the goals and objectives of the proposed transport policies. Without proper co-ordination, departments tend to work at cross purposes or end up doing the same work resulting in lack of direction towards transportation development and heavy losses to the exchequer. The consultant will therefore study the existing transport co-ordination between the different government agencies and departments which will help in the development of a co-ordination mechanism for implementation of the proposed transport plan.

C5. Review of Public Transport System

Consultants will carry out the review of the existing public transport system of the city in terms of extent of operation, routing and scheduling techniques, operational characteristics etc. Assessment will be made based on the following factors.

- 1) **Bus System** : Fleet size, fleet utilisation, number of routes, load factor, dead kilometerage, vehicle utilisation, Cost/passenger-Km (CPKM), Earnings/Passenger- Km (EPKM), staff per bus passenger carried etc.

2) **Rail system** : Number of stations within study area limit, line capacity, number of goods and passenger trains operated terminal facilities, fare structure, season tickets, ticket sold per day etc.

3) **Intermediate Public Transport** : Physical and operational characteristics.

C6. Review of Traffic Regulations and Acts

Another critical issue to be addressed through meetings with organizations responsible for operation and regulation of transportation is the appropriateness and quality of the existing regulations and regulatory framework affecting the various transport modes of concern to this study.

The regulations will be determined and examined under study activities pertaining to each transport mode and their impacts on travel demand and network operations. This should enable any recommendations for the improvement of transport regulation to be coordinated among the various competing and complementing transport modes.

Another area of prime importance is the legal framework available for plan implementation. In this regard the consultants will review all acts, particularly, the Motor Vehicle Act and the Town Planning Act and the mechanisms available under them for ensuring the proper implementation of the transport plan.

D. DEVELOPMENT OF BASELINE DATA

The Consultant will prepare a data collection program and carry out the required surveys and supplementary data collection activities for obtaining the available data from existing sources. The information obtained from this data collection program will then be tabulated, analysed and used for development, calibration and validation of the travel demand forecasting models.

First, information already available from existing reports, studies, routine annual tabulations, etc. will be:

- compiled in useable form;
- units of measurements, dimensions, time periods, etc. noted;
- any discrepancies recognized and reconciled; and
- any additional or missing information (data gaps) that will be required to complete the study will be identified.

Then to obtain the identified data gaps, surveys for collecting the essential data will be carried out. The surveys which are proposed to be carried out are described below.

D1. Finalisation of screen and cordon lines

An imaginary line engulfing the study area and representing the boundary of the study area will be identified as the Cordon line. The area within the cordon lines determines the travel pattern within the study area and will be studied in detail. In addition, screen lines running through the study area will be identified to check the accuracy of the data collected and for the model validation. The screen lines will be demarcated along physical or natural barriers having few road crossing points. The screen lines will be identified to validate the model vigorously for travel in all directions.

D2. Finalisation of survey locations and corridors

For the identified data requirement, the consultants will finalise the corridors and locations for different traffic and transportation studies in consultations with the client. While finalising the corridors and location, the data available from previous studies and the location of those surveys also will be considered so as to enable comparison of the present scenario with the past studies and to enable updation of data of the previous studies.

D3. Finalisation of Quality Assurance Plan (QAP)

Quality Assurance Plan for all primary surveys will be prepared. It contains:

Manpower and Responsibility

The surveys will be planned and programmed by the Traffic and Transport Planner of the Consultant Team, and he will be responsible for all the related works and will be assisted by the support staff who will be directly responsible for controlling the field operations and quality/coverage of the field data.

The field surveys will be done by trained enumerators who will be given an orientation of the project requirements prior to start of the survey.

Performa

The enumerators will be provided with suitably structured **Performa** for recording the data. The **Performa** will be finalized in discussion with the client before the start of primary survey.

Regulatory Requirements

- All the survey teams will carry with them a letter of authority from the client.
- Help of local police will be must for stopping vehicles while carrying out the O-D Surveys

Safety/Environmental Considerations

The Volume Count/O-D survey stations will be located where the road is straight, and has sufficient road width for stopping vehicles in the case of O-D survey.

Training

All the enumerators will be given an orientation about the objective of the project, the purpose of the survey and the methodology for filling the **Performa**. The Supervising staff will have periodic checks on the work carried out by the enumerators.

Documentation

All the filled up data sheets will be suitably numbered, and dispatched to Head Office for data punching and analysis. The consultant will provide copy of these sheets to JDA .

Work Procedure

The work will be carried out in accordance with the requirements of the relevant standards, or as per the standard of Ministry of Urban Development, GOI and procedure of good industry practice for items not covered by IRC standards. The proposal for any civil work as far as possible match with the Jaipur Architecture pattern.

For the O-D survey, vehicles will be stopped with the help of local police on a random sampling basis.

For Turning Movement Survey, at each entry arm of the intersection, one enumerator for recording each type of turning movement (i.e. left turning, right turning and straight moving) will be positioned strategically so that they are able to observe the turning movement of each vehicle and record appropriately. Thus for a 4-way intersection, there will be minimum 12 enumerators.

Speed-Delay survey will be carried out by adopting the Moving Observer Method. At least 3 round trips will be made. The survey will be done for peak periods and low flow/off peak period.

Parking surveys will be carried out at all locations where vehicles are found to be parked along the roads/arteries.

Road network inventory including Bridge and Culvert Inventory will be carried out on the specific format, recording the necessary information by actual measurement and visual observation wherever required.

Public transport and IPT surveys will be carried out at Bus/Rail terminals and IPT stands. Users of public transport/IPT and operators of IPT will be surveyed.

Pedestrians surveys will be carried out wherever there is heavy volume of pedestrians along and across the road. The survey will be carried out by manual counts and volume of pedestrian traffic moving along and across the road will be recorded along with the opinion survey.

Household travel survey will be carried out by trained enumerators who will visit the households, selected by suitable sampling technique. Awareness will be created among the people by suitable publicity and advertisement so as to ensure reliability and authenticity of data collected from the field.

D4. Primary surveys

This task describes the various surveys proposed to be undertaken to assess the existing situation and to collect data for calibration of Demand Model.

(i) Travel demand survey

For the analysis of the existing level of travel demand, the most recent information describing passenger and cargo travel demand will be assembled from;

- Household Interview Survey
- Roadside Interview Survey

One purpose of this analysis will be to determine the principle categories of passenger trip purposes. Cargo commodities to be separately addressed, analyzed and forecasted. The output from this task will be the development of measurements of the base year passenger travel demand and goods movement in

terms of number of daily passenger trips and annual tons of cargo transport between the various zones. The household survey is explained in the following paragraphs. The road side interview survey is explained in the next subtask.

Household Interview Survey

Information obtained from the home (or household) interview survey would be used for such purposes as the following.

- Estimating the existing (base year) population and household characteristics of each Traffic Analysis Zone (TAZ); or for making consistency checks on other existing sources of population and socio-economic data.
- Analyzing Level of Motorization : Determine the relationship of motor vehicle ownership to the household characteristics including personal income and number of household and employed members.
- Trip Generation Analysis : Trip generation rates for personal travel by mode of transport for various trip purposes could be related to household characteristics including number of household, number of employed, number of students and private vehicle availability. For trip generation analysis, either cross classification or regression analysis techniques could be used.
- Trip Distribution : Household interview survey results would provide data for calibration of gravity model for predicting the zone-to-zone origin and destination of person trips by trip purpose.
- Modal Split: Household interview survey would provide input data for analysis of modal choice and for development and calibration of modal split model.

Review of Household Questionnaire

The Consultants are already in possession of several household travel survey proformas utilised in several cities. These would be supplemented in respect of following factors.

- Information content
- Trip Records definition and coverage
- Coding, Procedures etc.

The comparative review will help in developing the questionnaire structure, format and information content most suitable for the study.

Devising a Sampling Framework

The TOR visualizes conducting survey of 1.0% of household in Region. The identification of these households will be done through a sound sampling framework to capture the emerging variations in travel demand. The sampling framework will be to develop a reasonably reliable and comprehensive household list with residential locations compatible to study area definitions, development of sound statistical methodology for sampling identification of households and development of statistical methodologies for expansion of survey data and reliability checks.

The household survey will closely follow the 2011 census. A comprehensive household list (2011) would be obtained from Jaipur Nagar Nigam or Census of India. The household list available from the census would be grouped or regrouped according to the study area definition at corporation and panchayat levels.

The Consultants are fully familiar with the inter-relationships that exists between the socio-economic parameters such as household size, income and vehicular ownership and trip making rates. The household will be regrouped to broadly incorporate the impacts of socio-economic factors on travel in sampling frame.

A random sampling approach would be adopted to sample the household in proportion to the universe using the random number tables. A comprehensive list of sampled households according to traffic zones would be developed.

Household Questionnaire Design

The TOR warrants the conduct of a typical household travel survey. The Consultants should propose to subdivide the total household survey into three modules: i.e. **Household Information, Personal Information and Trip Information.**

- The **Household module** will aim at collection of socio-economic information of the household
- The **Personal module** will aim at collection of individual details for each member of the household in terms of age, sex, income, occupation status etc.
- The **Trip modules** will aim at collection of daily trip records of each member of household capable of making independent trips. Trip records will also aim at collecting information on dispersal

components of a trip at each end. Trip characteristics i.e. mode, purpose, origin, destination, time and cost of travel and parking characteristics etc, would be collected in the module.

With the finalisation of the questionnaire design and its format, the Consultants would finalise the coding instructions. In order to keep the data base flexible, data will be coded as per the actual field observations. Separate coding instructions for the four modules of the questionnaire design will be done separately.

(ii) Road Side Interview Survey

Road side interview survey will be carried out at road locations crossing the Cordon lines. The surveys will be carried out for 24 hours on a working day.

This will help to obtain information describing traffic usage of the existing road network which will provide the input data for developing and calibrating the various components of the transportation model and also the traffic awareness level amongst the road users. Road side interview survey will be done at outer cordons (defined by Study Area Boundary) points. The survey locations will be decided to cover 30% of external traffic.

(iii) Traffic Volume Counts

In addition to the traffic counts at the cordon points locations, it may be found desirable to make additional traffic counts to provide a basis for checking the adequacy of the traffic models in terms of predicting traffic usage of specific arterial routes.

Mid block traffic volume counts would be carried out on major arterial corridors along identified screen lines. Results from the count stations will be used to determine: typical variations in traffic volume by hour of the day, day of the week, and by month of the year.

The volume counts at outer cordon points will be carried out for 1 day for 24 hours, while the counts at inner cordon and screen lines will be limited to 16 hours for one day. Some locations along the screen lines will be surveyed for 24 hours to obtain the night variation in traffic. The classified count will also be used for checking the validity of the traffic models in predicting the amount of travel along specific road corridors and highway routes along the screen lines.

(iv) Turning Movement and Intersection Survey

The turning movements and intersection survey will be carried out at all the major intersections by manual counts. The objective for the analysis of intersection would be to determine relationships between traffic volumes (by approach leg and in total) entering intersection and the resulting average delays (seconds per vehicle). This could be done for a limited number of intersections to provide a basis for calibrating intersection delays for the range of existing road intersection types in the study area. The survey will be carried out for 16 hours on a normal working day. The turning movement data would also be used in preparing intersection improvement plans for the intersections. Consultants should study all the intersections on Tonk Road, Jawahar Lal Nehru Marg, B2 Bye pass, Gopal pura bye pass, Jhotwara road, hawa sarak, Agra Road Delhi Road, New Sanganer Road all NH passing JDA region, all major road having row more than 80 feet, Central Area. Other than these, if there are any other critical intersections they will be identified during network inventory and surveyed.

(v) Travel Time (Speed & Delay) Survey

To obtain a basis for relating road network speeds, travel times and delays to the physical dimensions and design characteristics of the existing roads (including impacts of intersections) travel time and delay measurements will be carried out using the floating car method during hours of the day when various degrees of traffic congestion are expected (peak and off-peak). Information from these travel time measurements will be tabulated, analyzed and then used in establishing the relationships to be used in the transport model to relate network travel times and delays to level of traffic usage and road and intersection capacities.

Consultants propose to conduct speed and delay survey along the primary road network within the study area limit.

(vi) Parking Survey

The Consultant will finalise the survey proforma and carry out parking demand surveys concurrently with the parking supply inventory to determine the level of usage of on-street and off-street parking facilities within various parts of the city. Such surveys will obtain information to describe the utilization of parking by hour of the day, parking space turnover rates and the length of time the parking spaces are occupied. Consultants plan to conduct parking surveys in city core area, and near terminals. Any other location where parking survey is needed will be identified after the startup meeting.

(vii) Public Transport Surveys

Bus Service Inventory

Information would be assembled from existing sources and/or supplementary data collection activities as part of the proposed study to identify the essential features of the pertinent public transport services. The purpose for collecting information about the existing public transport services would be to determine:

- the routings of regularly operated public transport buses,
- the frequencies of the service provided along these bus route.
- sizes of buses (standard/mini buses, number of seats), and
- bus fares.

The organizations responsible for operating buses will be contacted to determine number of buses by size, types of bus service provided and information (including maps) describing the existing bus routes by type, hours of operation, frequencies, capacity and fares.

Public Transport Passenger Survey

In addition to obtaining and using information from public transport operators, the Consultant will in order to improve the usefulness of the transport model, carry out public transport passenger surveys at terminals and boarding and alighting survey to determine the number of passengers, travel costs and travel desires which in turn would be used to predict future bus/rail passenger traffic.

(viii) IPT Survey

The survey will be carried out at respective IPT stands namely cycle-rickshaw, tempos and auto-rickshaw. The data can be used to determine travel patterns, travel costs and travel desires which, in turn, will be used to predict future user traffic.

Information will be assembled to describe the supply, cost and quality of the service characteristics of the available IPT services in the city. This information will be obtained from the organizations of these IPT services and the transport department which issue permits for these vehicles. Survey will be carried out and to collect information regarding these modes in order to assess their problem and to collect their suggestions.

(ix) Pedestrian Survey

To assess the existing pedestrian flows/demand at all major intersections, major road corridors and in the CBD, pedestrian surveys will be carried out. The survey will be conducted to estimate the pedestrian count and opinion survey. The survey will be carried out for 12 hours of the day from 7am to 7 pm on a normal working day.

(x) Terminal Studies

Survey of terminals both passenger and freight will be carried out to study the functional characteristics, facilities available and degree of usage which would help in the planning of terminals for the proposed transportation system.

(xi) Freight Movement Surveys

The consultants will carry out a survey on loading and unloading times of commercial vehicles to get the average loading and unloading times for each category of intercity vehicles. This will help in arriving at the loading/unloading bay requirements at truck terminal area. The goods movement in the city will also be collected.

(xii) Road Network Inventory including Bridge and Culvert Condition Survey

Information to describe the location, design characteristics, dimensions and other physical features of the highway network will be assembled, initially from existing sources of information and then supplemented by data collected from the Consultant's highway inventory field survey.

The ROW details will be supplied by the client.

The road inventory information that will be used for such purposes include:

- identifying roads, their sections and specific locations;
- measuring travel distances between road intersections;
- predicting road capacities, travel speeds and vehicle operating costs;
- predicting road intersection performance in terms of average delays by approach and turning movement; and
- estimating road investment and maintenance costs.

As a basis for planning for the road inventory the Consultant will review from available maps the roads throughout the study area and identify roads for inclusion in the transport model. In general, the network roads will include:

- all Primary roads;
- any other multi-lane roads;
- roads providing access to transportation terminals and
- other roads needed for effectively modeling the connections of the centroids of the TAZs to the road network.

For the old city area, the transport model will represent the road network in considerable detail. Consequently, the network description and road inventory will extend down to lower functional classes of streets in the congested old city area.

(xiii) Tourist Surveys

To estimate the floating population and assessment of their demand on transport infrastructure, the Consultant will carry out the Tourist Surveys at major tourist spots, Hotels, Travel agents and Terminals.

(xiv) Environment Pollution Survey

To assess the level of pollution loads across the study area, the Consultant will carry out the pollution monitoring atleast 10 major intersections, work areas, tourism areas and major roads.

E. DATA ANALYSIS

E1. Analysis of Primary Data

The field data collected will be analyzed using appropriate computer software to obtain the base year travel data. The base year data will be analyzed to provide the planning, transport and land use information, trip end summaries, travel time matrix and traffic and travel reports that form the basis for model development/calibration.

(i) Traffic Characteristics

Traffic characteristics are the indicators of level of service offered by the network within the study area. The interaction of the study area with other settlements and through traffic component at outer cordons will also be estimated. The field data collected from outer cordon surveys, screen line surveys, intersection volume counts, speed and delay studies will be analyzed in detail. The total volume of traffic entering and leaving the study area limits with temporal variations, the share of originating, destined and through traffic, volume of traffic on different links of the city with temporal variations and directional distributions, composition of traffic at cordon points and links, turning movements at different inter-sections, occupancy of various modes of transport and journey speeds along various links will be derived by analyzing the data.

(ii) Travel Characteristics

The travel characteristics give desired pattern of movement within the city along with the household characteristics and individual travel characteristics. This information will be useful for projection of travel demand for the horizon years. The household data collected will be analyzed at household level and individual level separately using computer software. The analysis of household level data will give the household characteristics such as average household size, household income, vehicle ownership etc. The analysis of individual trip details will give the details such as pattern of movement between the zones within the city, per capita trip rate, modal share, trip lengths by mode and purpose. It also gives the distribution of trip details by different combinations of mode, purpose, trip length etc. The origin-destination matrix for trips within the city can be extracted by this analysis. The analysis of data also will give the household expenditure pattern, attitudinal trends towards usage of different travel modes etc.

iii) Road Network Characteristics

Road network characteristics in terms of cross-sectional details of the identified primary road network will be analysed and link-wise details tabulated. Further capacity available along each link of the road stretches would be assessed. This analysis would help in identifying the deficiencies in the city's road network. The condition survey of major bridges, culvert and cross drainage work will be used to identifying the requirement for improvement and the nature of improvements.

i) Speed and Delay Characteristics

Speed and delay on all the links of the identified road network will be assessed. The analysis would help in generating link travel times, identifying location of delay and help in developing travel time matrices to be used in travel demand modeling.

(v) Public Transport User and Operational Characteristics

Public transport system is one of the important and essential components of a transportation plan. The public transport users interview will be able to give the adequacy of public transport system and related infrastructure. The user interview data will be analyzed to derive the pattern of public transport passenger demand, their trip lengths etc. This will also be able to give the details of feeder modes for public transport. The findings of this analysis can give the location of terminal and other facilities for public transport. This will also be helpful in planning for integration of different modes of public transport. The consultants will also collect the operational characteristics of public transport vehicles for using at various levels of travel demand modeling.

(vi) Parking Demand and Supply Analysis

The parking data, both on-street and off-street, will be analyzed to give the parking accumulation, parking duration turnover and efficiency in different parking areas. The parking supply available at different locations will be compared with demand to identify the causative factors for parking shortages and to evolve a parking policy for short, medium and long range scenario.

(vii) Pedestrian Flow Characteristics

The pedestrian data collected will be analyzed to give the pedestrian volume along and across different corridors at particular locations. The necessity for pedestrian facilities will be analyzed by comparing the pedestrian volume figures with traffic volume in different corridors.

(viii) IPT User and Operational Characteristics

IPT modes supplement the public transportation system in moving passengers. IPT modes act as a supplementary mode to the main modes of transport. Data collected by interview of operators and users will be analyzed to find out the problems of IPT operation within the city. The results of this data will help in proper integration of IPT modes with the main transportation modes. The data will be analyzed to find the features such as trip length, fares charged, terminal facilities and problems of operation etc.

i) Terminal Characteristics

The physical and the operational characteristics of all the terminals namely bus, rail and goods, will be

assessed to identify gaps in the existing infrastructure and accordingly devise appropriate policy for its up-gradation keeping in view the anticipated future traffic.

(x) Freight Movement Characteristics

On account of the locational characteristics of the study area and concentration of economic activities and the road network pattern, a large amount of goods movement takes place in the region. The field data collected by interviewing the truck operators will be analyzed to derive the pattern of truck movement within the city and region, the type of commodities transported, problems of truck operators. The effects of truck operations on safety, congestion and movement will be examined.

xi) Socio Economic Characteristics

The characteristics of various types of establishments on encroached activity areas in terms of type, size, intensity of activity, turnover, and socio economic status of encroacher would be assessed.

E2. Preparation of Action Plan

Depending upon the initial assessment of network and traffic situation, the consultants will suggest various traffic management measures for improving traffic flow characteristics on the network. The various measures as per observation / TOR of study will include:

- Parking regulation in CBD area and on major roads
- Pedestrian facilities at intersections, like, exclusive signal phase for pedestrians etc.
- Traffic Management Measures including one-way traffic and restriction of vehicles
- Identification of accident prone crossings including planning or alternate traffic arrangements
- Identification of connectivity lack route by public transport
- Junction improvement plan:
 - a. No. of junctions require geometrical improvement
 - b. Identification of Junctions which required rotaries, traffic signals and grade separator
- Identification of missing links of road and alternate roads.
- Identification of Bus terminal, Truck terminal and Bus depot
- Assessment for requirement of traffic surveillance vehicles and staff

Management for street vender

While specifying RAP strategies due consideration will be given to the short, medium and long term plans so that RAP strategies are compatible with future policies.

E-3. short term improvement plan

- Geometric improvement of intersections

- Signal co-ordination on major corridors
- Remaining item as per H-1

F. DEVELOPMENT OF TRAVEL DEMAND FORECASTING MODELS

This task involves "development, calibration and validation of transport model at the aggregate and disaggregate levels using the transport database developed from the existing data sources along with the results from the data collection surveys and activities of this study.

The calibration process will develop the mathematical relationships and calibration coefficients needed to effectively predict the demand for travel and its flow over the network. This calibration will be carried out for each of the elements of the transport model described below which include:

- Trip Generation - the decision of trip-makers to make trips for a given trip purpose;
- Trip Distribution - the choice of trip destination;
- Modal Choice - the choice of travel mode, and
 - Traffic Assignment - the choice of travel routing (path) over the transport network.
 - Remaining activities as mentioned at XV of study objective.

The results obtained from the household, roadside interview surveys, traffic counts and other travel demand data together with land use and socio-economic data aggregated to the TAZ level will provide the data for analysis and development of these components of travel demand - trip generation, distribution and modal choice.

F1. Finalisation of approach to Travel Demand Modeling including Selection of Suitable Travel Demand Modeling Software

Available software packages for traffic and transportation modeling will be examined and their suitability for application to the project will be evaluated relative to the requirements of the study i.e.,

- Capability to accommodate current and future road network
- Integrated Trip Generation, Trip Distribution, Modal Split and Trip Assignment capabilities
- Capability of predicting travel demand for different modes as an integrated process (multi-modal modeling capability)
- Capability of performing sub-area analysis
- Clear outputs and plotting capabilities which assist in providing quick and easy interpretations and presentations
- Capability of integration and data exchange to other relevant systems

The Consultants may use any modeling software which can deliver output as desired in this study.

F2. Study Area Zoning System

The consultant will finalise the study area zoning system. The zoning will include both the identification of Internal and External Zones.

F3. Preparation of Base Year Transport Network

The transport network link description data obtained from the road and intersection inventories and other data collection activities directed toward transport "supply" will be processed, analyzed, checked and reviewed; and computer data records describing each network link for each mode of transport will be created for input to the network building programs. Section of a road/highway between the intersections/junction will be identified as links, whereas the intersections/crossing of two links will be demarcated as nodes in case of road network. In case of rail network, the section between two stations/terminals will be identified as a link and the stations will be identified as nodes. The links and nodes will be coded with numerical for identifications.

This task will also include the analysis of travel times and delays experienced on the various types of network links relative to the link's traffic usage in order to develop the "speed/flow" relationships for input as parameters to the transport models.

Then, using the base year network, the minimum travel path program of the transport mode will be used to determine zone-to-zone travel distances, time and costs. For a number of specific zone-to-zone travel paths, the predicted zone-to-zone travel times will be compared with actual observations to assure that realistic results are being obtained from the transport model.

F4. Base Year land-use and Socio-Economic Data

For input to trip generation, information will be assembled describing the population, socio-economic and land use variables for each TAZ for the base year. Such TAZ data will be obtained from Directorate of Town and Country Planning Department.

F5. Calibration and Validation of “Disaggregate Sequential Travel Demand Model”

The proposed disaggregated sequential travel demand model will consist of the following four sub-models:

- Trip Generation
- Trip Distribution
- Modal Split
- Trip Assignment

The inter-linking of above four sub-models in the proposed travel demand model is given in **Chart 3**. The sub-models are described below.

a. Trip Generation Model

A tabulation will be made to show the number of daily person-trips of each trip purpose produced and attracted by each TAZ.

A tabulation of the expanded results from the household interview survey will be prepared to show the number of daily person-trips of each trip purpose produced and attracted by each traffic analysis zone. A data file will be created containing both the number of trips of each trip purpose produced and attracted by each zone together with each zone's population and socio-economic and land use planning variables.

Then, for each trip purpose, trip generation analysis will be carried out to determine the best method for predicting the production and attraction of trips for given zonal land use and population characteristics. The methods for determining trip generation rates to be selected as the best methods may be obtained from either;

- Zonal regression methods
- Category analysis
- Household regression methods
- Person's trip models

Trip generation rates could be developed from regression analysis of the correlation of trip productions within zones to the zone's average household population and socio-economic characteristics or the correlation of trip attractions to zones' total number of jobs by type or other zonal variables that are logically and statistically related to trip attractions.

For the (non-home) attraction end of personal trips, the Consultant will investigate and if practical and appropriate, develop and apply trip attraction rates related to specific types and intensities of land use. For example, trip attraction rates could be related to such land use measures as: square meters of particular types of land use, square meters of floor space, number of employees, or other measures of land use that can be logically and statistically related to trip generation.

For each trip purpose, the trip generation analysis will determine the best method for predicting the production and attraction of trips for given zonal land use and population characteristics.

Primarily, trip generation analyses will use the results obtained from the household interview survey.

The calibration process will involve comparing the results and applying the trip generation rates to the base year zonal land use and population characteristics with the expanded results from the home interview survey. Such comparisons will be made first for the total of all trips generated within the study area; and then by comparing the model-predicted results with expanded survey results describing specific sub-areas.

It is possible that this calibration process could result in determining the need to apply a different set of trip generation rates for different sub-areas within the overall study area.

b. Trip Distribution Model

Two basic types of trip distribution models are usually applied to the task of predicting the future distribution (origins and destinations) of trips:

- a gravity model, or
- a growth factor method

The gravity model is applicable in cases where data from the home interviews are available for model calibration. In the absence of home interview survey data but with the existence of a base year trip table, an average growth factor method (such as the Fratar model) can be used to project an existing base year trip table to a Horizon year by applying traffic growth factors for the production and attractions of trips for each traffic analysis zone.

For the present study the Consultant intends to calibrate a gravity model for predicting the distribution (origin and destination) of the internal-internal trips by study area residents for each trip

purpose. For the remaining trips (including internal-external and external - external trips), the Consultant expect to forecast future trips with a Fratar model.

c. Modal Choice Model

Modal choice analysis is concerned with the relative usage of the available alternative modes of travel by the persons making trips for the different trip purposes.

Because, this transport study will be required to evaluate the inter-modal relationship associated with major improvements in the various passengers and cargo transport modes and which are sometimes in competition and at other times complementary, this task of the study will analyze existing transport user preference as to travel mode; and then, using the findings from this analysis, modal split models will be formulated, calibrated and used to assess the changes in travel modes resulting from major transport system changes for the various types (purposes) of passenger travel and for freight movements.

Alternative modes of travel which could be included in the modal choice analysis include: private passenger car driver; motorcycle driver; riding with someone else in passenger car or motorcycle; public transport passenger; Auto-rickshaw passenger; walking; and other travel modes, including new modes.

This task is connected with identifying, analyzing and determining the key transport service characteristics that influence transport user's choices of travel mode. In general, these include such mode specific variables as travel time and cost not only en route (in-vehicle travel time) but also terminal and transfer time (out of vehicle travel time) and costs. Other significant factors can include frequency of service, out-of-pocket costs and possible other factors.

It is expected that the modal split model will have many applications through this study in testing and predicting the impacts of alternative transport improvement concepts not only infrastructure improvements but also the impacts of potential regulatory measures.

Home interview survey results can provide the primary information for developing such a modal choice model, with other data such as traffic counts by vehicle type, vehicle occupancy, bus usage and other survey activities providing information for model calibration.

Modal choice modeling techniques which could be used before or after the trip distribution process could include; stratified diversion curves; disaggregate behavioral probabilistic models including logit, probit; and others.

It is generally recognized that greater statistical efficiency and reliability of results can be obtained by using disaggregate rather than aggregate (zonal) data. Disaggregate data focuses on the specific

characteristics of an individual household or trip maker, whereas aggregate data reflects average zonal characteristics. Application of a disaggregate model in an urban-wide model requires model aggregation. An effective method of model aggregation, which retains the advantages of the disaggregate approach, is to properly account for the statistical distribution of zonal socio-economic characteristics as opposed to zonal averages when applying the model for zone-level predictions.

d. Traffic Assignment Model

Essential features of the traffic assignment process to be implemented will include:

- Directional link volumes: Annual Average Daily Traffic (AADT) volumes as well as morning and evening peak hour/period and off-peak travel;
- Assignment of person trips as well as vehicle and equivalent Passenger Car Unit (PCU) trips;
- Alternative assignment techniques including
 - all-or-nothing;
 - capacity restrained assignments;
 - multi-path assignments;
- Transit assignments.

The determination of zone-to-zone network travel impedances (usually travel time) is an important feature of any of the above traffic assignment techniques. Within such traffic assignment models, the determination of zone-to-zone travel times requires the ability to simulate the operation of all network links and their junctions under the possible range of traffic loadings to which they can be subjected. This is accomplished by the use of speed - flow curves (one for each unique link or intersection design class) which predict the operating speed associated with traffic loading expressed in terms of the facility volume - capacity ratio. For this reason, the appropriate design class for each link and junction in the highway network will be determined and then speed-volume curves defined for each of the link and junction classes. This work will involve the use of the road inventory information and analysis of the travel time survey results.

The network deterances for assignment will comprise the generalized cost function for individual modes of travel. The components of generalized cost shall include travel time, operating costs for private modes, out of pocket expenses - fare and discomfort levels (in case of public transport) . The mode wise trip matrices will be assigned to the network to obtain the equilibrium loadings on the network - both for road and rail travel. The PCU conversions factor obtained for different regions will be used to obtain the vehicular flows on the network.

Validation of Base Year Travel Demand Model

Validation of the transport model will involve assignment of the base year travel demand to the network describing the existing transport system and services and then comparing how closely the assignment results predict the actual traffic using the existing network as determined from the screen line, cordon and other traffic counts carried out as part of the data collection for this Project. The hierarchical priority for checking the model will be to compare the model's predictions for:

- vehicles per day crossing line and cordon locations;
- vehicle-kilometers of travel in major corridors; and
- finally, individual network links.

ACTIVITY 2 : TRAVEL DEMAND FORECASTING AND FORMULATION OF TRANSPORT DEVELOPMENT STRATEGIES

G. TRAVEL DEMAND FORECASTING

This task deals with the travel demand forecasting using the calibrated travel demand model. The task involves prediction of future land use and other planning variables. It further considers future transport networks. The activities are elaborated below.

G1. Alternative Urban Strategies

Consultant objective will be to plan an integrated, multi-modal transport system for the city. One of the important aspects of integration is between urban development/land use and the transport system. As to planning horizon year is beyond the period of present developments strategy for the city and its region as a whole will be in accordance with the future transport system.

National/State Urbanization Policies

Consultant approach in formulating the urban development strategy will be multi-level. At the first level we shall review, analyse and evaluate the national and state urbanization policies, and identify the role and status of the city and region in the context of the National/State Urbanization Policy.

City Region Development Strategy

At the second level we shall generally evaluate the characteristics, patterns and growth potential of the

city Metropolitan Region and formulate Regional Development Strategy. This would in main include an assessment of the physical resources, demographic potential, economic strength and transport system capability and identification of a regional urban spatial pattern of development supported and strengthened by a regional transport system.

- In the case of Jaipur city, the dimension of regional analysis would extend to a larger area. We will study the implicating policies of various concerned authorities on the development of Jaipur Region and its transport system, and identify additional issues that would impacts on the development potential and pattern of Jaipur Region.
- In formulating the Region Development Strategy, we shall conceptualize a number of alternatives like a dominant node, satellite communication, continuous urban agglomeration, bi-or multi-polar corridor development, etc. and make a choice of the most optimal pattern based on scientific criteria.

City Form/Structure

At the city level, Consultant approach will be to select the optimal urban form and structure for the city. In the first instance a number of alternative form/structure of the city will be conceptualized. These would include alternatives of mono-nuclei and multi-nuclei structure with further variations as to uniform and non-uniform distribution. The main variables in formulation of the alternative forms/structures would include shape (radial, radial-cum-circumferential and linear), density (of population and employment), land use and transport system (high motorisation levels to predominately public transport oriented on the one hand and technology based (road based and rail based system) on the other.

G2. Forecasting of Planning Variables

Travel demand is closely correlated to population; their economic activities; and the types locations and intensities of land uses. Because of these relationships, the amount as well as characteristics of future travel demand would differ depending on the future form of the study area. Therefore, the first step in forecasting travel demand will be to establish a description of the study area's future land use pattern (defining the location, types and intensities of economic activities, residential areas, etc.)

In fact, there could be several possible future development patterns which could affect travel demand in different ways and for this reason, the forecasting of travel demand will be carried out in two steps;

- (1) land use development analyses and preparation of alternative development scenarios (as described in the above section); and

- (2) followed by travel analyses for alternative land use/development scenarios.

G3. Alternate Transport Strategies and Transport Policies

For the alternative scenarios, key development indicators by TAZs (population, employments, development areas, etc.) will be developed for the future years up to 2025.

In doing this, the Consultant will:

- (1) incorporate existing land use policies and those in the planning stage;
- (2) incorporate current public and private land use development practices;
- (3) form an overview of the likely social and environmental impacts of each practical development alternative; and

Forecasts will be made of the resident population and their socio-economic characteristics and the intensities of land uses by type within each TAZ.

The policy framework will be in two components:

- i) for enabling existing transport system operation and management in the short term, and
- ii) for formulating long term transport system plans and development programs

The proposed policy framework shall be comprehensive and shall cover aspects of:

- 1. Integration of Urban Form (land use) and Transport System
- 2. Transport demand including aspects of demand management
- 3. Role and share of Public Mass Transport (PMT)
- 4. Selection of PMT Technology
- 5. Funding of system development
- 6. Pricing transport service
- 7. Impact of transport system on
 - urban structure
 - resource consumption (land, energy, material etc)
 - environment (noise, air pollution, aesthetics)

The proposed Transport Policy will address to the Planning, Operation and Management Transport System for an integrated, multi modal System. It shall promote the sustainable development of the transport system. The policy shall;

- i) enable mobility, of people and goods, at desired levels-of-service;
- ii) enable accessibility to opportunities offered by the city (economic, social, health, educational, recreational, etc.) at maximum convenience and minimum cost;
- iii) enable, promote, direct and regulate the development and operation of the different identified modes/technologies (private/public transport/IPT's) with each of the sub-system serving the related transport demand market/segment and all of them together performing as an integrated system;
- iv) minimise negative impacts on the environment due to development and operation of transport systems/modes;
- v) promote the growth and structure of the city in the desired directions and pattern as envisaged in Master Plan/Development Plan
- vi) enable efficient and economic movement of goods into, from, within and through the city
- vii) promote co-ordinated development, operation and management of the system.

G4. Horizon Year Network Plans

From the study of development plans and the alternative strategies developed, the consultants will identify the infrastructural improvement programmes identified by the government for the horizon years.

These network improvements may comprise addition of new links, widening of existing links, construction of rail lines, flyovers, RoB's etc. The base year network will accordingly be modified to include the improvement proposals for different horizon years based on the anticipated start and completion dates of such projects.

G5. Travel Demand Forecasting

The future travel demand would be forecasted under the various development scenarios identified and the travel demand commensurate with the plan's forecast of the levels of land use, socio-economic and other planning parameters.

The proposed travel demand level would form the basis for the recommendation of alternative transport policies and solutions for the city region.

H. TRANSPORT DEVELOPMENT STRATEGIES

H1. Short Term Management Measures

After studying the existing scenario, the Consultants will develop improvement plans at macro level in order to solve the identified problems. The macro level techniques that will be considered are:

Traffic Management Schemes

1. Circulation Plans
2. Parking regulation
3. Pedestrian Facilities
4. Road Furniture and Information System
5. Priority of elevated roads, flyovers, ROB, RUB, FOB and pedestrian underpass etc
6. Topographic Surveys for Priority Intersections (at least 50 intersection)
7. Detailed Junction Design (at least 50 intersection)
8. Planning for Pedestrian Facilities
9. Priority for construction of utility duct for services
10. Shifting of electrical over headlights
11. Identification of road portions damaged during rains due to water logging
12. Preliminary Cost Estimate
13. Planning of Terminal Facilities
14. Planning of Parking Facilities
15. Corridor Improvement through Coordinated Traffic Signals
16. Location and design of Bus shelters(excluding architectural design)
17. Location for private Auto-rickshaw, Cabs, Taxis and any other IPT
18. Phasing of Short Term Measures
19. Urban forestry limited to road side plantation
20. Improvement of roads by widening, merging of service roads with main carriage way,
21. Construction of Service-roads, cycle tracks and footpath.
22. Street Illumination
23. Decongestion by shifting of existing marriage gardens and similar crowd gathering activities at other suitable locations
24. Any other activity which will be necessary in opinion of consultant for improvement of traffic conditions
25. Operation plan for Mini Bus and JCTSL Buses and its integration with Metro.
26. Identification of junctions on which free left is to be stopped.
27. Traffic dispersal surveys at Airport, Railway Station, at originating & destination of Metro station and Central Bus Stand at Sindhi Camp

- 28.-Bus lane priority measures
- 29.Improvement to the approaches for major uses like markets, terminals, etc.
- 30.Signalization of intersection and their co-ordination
- 31.Landuse control measures
- 32.Road marking and signages
- 33.Planning for terminal facilities

Once the macro level circulation scheme is developed, the Consultants will analyze the problems at micro level (i.e. point specific) in order to solve the problems and will review the macro level plan, if required. This integrating process will help in developing a better and implementation solution for the improvement of the areas.

L. Minimum requirement and experience for key personal to be engaged for this work

Position	Professional Experience	Educational Qualifications	Specific Expertise
Transportation Planner (Team Leader)	About 15 years.	PhD/Master's degree in Transport Planning / Transportation Engineering / Traffic Engineering	Experience as Team Leader in transport planning in assignments of similar magnitude and nature. Should have experience as Team Leader in formulation of transport strategy and investment program covering all modes in major city with population more than 1 million.
Transport Modeler	About 5 years	Master's degree in Transport Planning / Transportation/Engineering or equivalent	Should have experience as transport modeler in similar kind of assignments and in development of Staff of Art UTP model
Highway / Road Engineer	About 10 years	Master in Civil Engineering	Should have in similar capacity in carrying out feasibility studies for construction of roads / bridges / flyovers preferably in urban areas.
Traffic Engineer	About 10 years	Master degree in Transport engineering / Civil engineering / or equivalent	Should have in similar capacity in Traffic Engineering, design and management in major cities
Public Transport Expert	About 10 years	Master's degree in Transport Planning / Transportation or equivalent	Experience as Public transport expert (Metro/BRT/Bus etc) in assignment of similar magnitude and nature.
Urban planner	About 5 years	PGD/Master's degree in Urban /Regional Planning / Environment or equivalent	Experience in similar capacity in Development of Land use policies in conjunction with transport plans.
Statistician / Systems Analyst	About 5 years	Master's degree in Statistics / Transport Planning / Engineering or equivalent	Experience in designing, conducting, household sample surveys in a large city and tabulating, analyzing the survey data.

Position	Professional Experience	Educational Qualifications	Specific Expertise
Transport Economist	About 5 years	Master's degree in Transport Planning / Transportation/ Economics or equivalent	Experience in Economic Analysis of various transport strategies and projects in similar kind of assignment.

M. DELIVERABLES

Deliverables for “the project” is as under:

The Consultant shall deliver the following during the course of this Consultancy. Each deliverable shall include drawings, plans, reports, photographs and such other documents that generally comprise deliverables for similar consultancy work internationally by way of best practices. The deliverables shall be so drafted that they could be given to the Bidders for guidance in preparation of their bids. **3 (three) hard copies and 3 (three) soft copies in portable hard drives** of all the Reports mentioned herein below shall be submitted to the JDA. The deliverables shall include: (Detailed out in Section “N”)

Key Date No.	Prescription of Deliverables	M* refers to date of signing the contract
KD2	Completion of topographical survey	M+2
KD3	Completion of Traffic Count	M+3
KD4	House hold survey	M+3
KD5	Submission of Inception Report & Action Plan	M+3
KD6	Submission of Draft Report alongwith Transport Model and Geometrical GAD	M+8
KD7	Approval & modification in draft report	M+9
KD8	Cost estimates alongwith action plan and priorities of implementation	M+11
KD9	Submission of Final Report alongwith Good-For-Construction drawings intersection	M+12

- (a) Above timelines are indicative and exclusive of receipt of necessary approvals and information from the relevant Competent Authorities. The timeline for the subsequent deliverable(s) shall commence after all approvals and information, as may be necessary, has been provided by the Client.

- (b) The timelines for the assignment shall be extended mutually between Client and Consultant at no extra cost to the Client provided there is no change in the scope of Services being provided by the Consultant under the terms of this Agreement

N. PREPARATION OF REPORTS

In pursuance of this TOR the Consultant shall prepare the Reports as a part of this Consultancy. These reports, except the Final Report, are not intended to be used as final products but as intermediate inputs for obtaining the **JDA's** feedback to aid preparation of the Final Report. The Consultant shall submit the draft of each report to the **JDA's** at least three weeks before its final submission. Upon submission of draft reports, the **JDA** will scrutinize the draft reports and convey its observations to the Consultant through the Project Team. The Consultant shall make necessary presentations, attend meetings and provide clarifications during the **JDA's** scrutiny. The Consultant shall address the Project Team's observations and carry out necessary additional work, rectification, modification, clarification etc. and submit the final report thereafter.

Inception Report

The inception report will be submitted within one month of the start of work and will also form the first monthly progress report. The report shall contain description on

- Detailed Work Methodology
- Work approach
- Survey Schedules
- Time Schedule
- Staff deployment at each stage to achieve the target deadlines.

Inception Report

The inception report shall be submitted with 1 month from the start of work.

Action Plan Report

The action Report shall be submitted within 4 months of the start of work and shall cover all the Proposals which can be implemented immediately with minimum cost.

Transport Modelling

Transport modelling shall be submitted within 8 month from the start of work

Short and Long Term Measures Report

The Short and Long Term Measures Report shall be submitted within 10 months of the start of work and shall cover all the short and long term Improvement proposals

Draft Final Report

The Draft Final Report shall be submitted within 11 months from the start of work and shall cover the revision and modification to the Draft Report on short, medium and long term measures. In addition, this report shall address the aspects related to the development of an Integrated Public Transport System for the study area.

Final Report

The Consultants shall submit the final Report within one month of on receipt of comments on the Draft Final Report. The Final Report shall be a combined report covering caring all the technical aspects and recommendations based on the modification suggested by the clients.

- (c) Above timelines are indicative and exclusive of receipt of necessary approvals and information from the relevant Competent Authorities. The timeline for the subsequent deliverable(s) shall commence after all approvals and information, as may be necessary, has been provided by the Client.
- (d) The timelines for the assignment shall be extended mutually between Client and Consultant at no extra cost to the Client provided there is no change in the scope of Services being provided by the Consultant under the terms of this Agreement

The above though exhaustive are tentative/ indicative and will be finalized during the signing of agreement. **JDA** reserves the right to modify the deliverables according to the requirement of the project.

O. TIME AND PAYMENT SCHEDULE

The total duration for preparation of “the Project” shall be 12 months, excluding any delay in granting approvals by the **JDA** to the draft reports. Irrespective of the availability or otherwise of the Personnel beyond the period of 12 months, it shall be the responsibility of the Consultant to provide

the Services as per the Agreement. The services of the professional personnel shall be available throughout the contract period.

Time Schedule for important Deliverables (the "**key Date**") of the Consultancy and the payment schedule linked to the specified Deliverables is given below:

Key Date No.	Prescription of Deliverables	Payment
KD1	Mobilization Fee against BG	10%
KD2	Completion of topographical survey	5 %
KD3	Completion of Traffic Count	5 %
KD4	House hold survey	5 %
KD5	Submission of Inception Report & Action Plan	5 %
KD6	Submission of Draft Report alongwith Transport Model and Geometrical GAD	25 %
KD7	Approval & modification in draft report	5 %
KD8	Cost estimates alongwith action plan and priorities of implementation	10 %
KD9	Submission of Final Report alongwith Good-For-Construction drawings	20 %
KD10	Yearly payment for association @ 2 % every year for 5 years after submission of final report.	10%
Total		100%

Final report shall be the final product of the Consultancy to be completed in 12 months

In the event that the Consultancy is terminated at the instance **JDA** prior to its completion, the Consultant shall be entitled to full payment for the Deliverables completed and submitted by it.

P. MEETINGS WITH THE JDA

The Consultancy requires close interaction with the project team (the "**Project Team**") that will be nominated by the **JDA** at Jaipur for timely inputs, feedbacks on proposals, confirmation of operational requirements and approval of intermediate stages. The Team leader or respective Key Personnel shall make formal presentations to the **JDA**, Jaipur as part of the interactive process as and when mutually agreed upon. Inputs and response provided by the **JDA** in these presentations shall be minuted by the Consultant and be considered as the

JDA's tentative response. Consultant shall actively associate in the **JDA's** reviews of various submissions and provide necessary clarifications, documents and backup information for conducting the reviews. Further, the **JDA** will send brief formal responses to the Consultant in response to the Consultant's request for certain decisions and in response to draft reports. These should be considered and reflected in the final report of the respective deliverables including subsequent revisions of final reports by the Consultant.

The **JDA** will review the progress of the Consultancy in monthly meetings to be held in Jaipur at **JDA's** office. Personnel costs of such meetings would be deemed as included in the Financial Proposal.

Q. KEY PERSONNEL & SUPPORTING TEAM

The Bidder shall propose consultancy team consist of professional personnel in detail (the “**Key Personnel**”) who shall discharge their respective responsibilities to fulfil the Project. Expertise, that required for technical and financial analysis, legal assistance and advisory services etc. for the Project shall be included in the Supporting Team.

R. COMPLETION OF SERVICES

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the **JDA** in soft copy, apart from the reports indicated in the Deliverables in section “N” of ToR. The study outputs shall remain the property of the **JDA** and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the **JDA**. The Consultancy shall stand completed on acceptance by the JDA of all the Deliverables of the Consultant. The JDA Representative shall issue a certificate to that effect.

SCHEDULE-2

(See Clause 2.1.3)

SELECTION OF CONSULTANT FOR PREPARATION OF

DPR FOR

COMPREHENSIVE TRAFFIC AND TRANSPORT STUDY

FOR JAIPUR REGION

Bid Document

CONTRACT AGREEMENT

AGREEMENT No.

This AGREEMENT (hereinafter called the "**Agreement**") is made on the ____day of the month of 2016, between, on the one hand, the Jaipur Development Authority JDA through Executive Engineer Project 1 (hereinafter called the "**JDA**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, Bidder through its Authorized Representative [insert designation of the person signing the agreement on behalf of Bidder(hereinafter called the "**Consultant**" which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) The **JDA** vide its Request-for-Proposal for ‘selection of Consultant for Undertaking "**Comprehensive Traffic and Transportation Study for Jaipur Region** " (the **Project**)’to be performed by the Consultant. (hereinafter called the **Consultancy**);

(B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the **JDA** that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the **JDA** on the terms and conditions as set forth in the bid document and this Agreement; and

(C) The **JDA**, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the "**LOA**"); and

(D) In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) "**Additional Costs**" means any expenses the Consultant will have to meet after the acceptance of the proposal, at the instance of the JDA;
- (b) "**Agreement**" means this Agreement, together with all the Annexes;

- (c) **"Agreement Value"** is the value set forth as agreement value in Clause 6.1.2;
- (d) **"Applicable Laws"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) **"Confidential Information"** shall have the meaning set forth in Clause 3.3;
- (f) **"Conflict of Interest"** shall have the meaning set forth in Clause 3.2 read with the provisions of bid document.
- (g) **"Dispute"** shall have the meaning set forth in Clause 9.2.1;
- (h) **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) **"Expatriate Personnel"** means such persons who at the time of being so hired had their domicile outside India;
- (j) **"Government"** means the Government of Rajasthan;
- (k) **"INR, Re. or Rs."** means Indian Rupees;
- (l) **"Member"**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and **"Members"** means all of these entities;
- (m) **"Party"** means the **JDA** or the Consultant, as the case may be, and Parties mean both of them;
- (n) **"Personnel"** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) **"Resident Personnel"** means such persons who at the time of being so hired had their domicile inside India;
- (p) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) **"Sub-Consultant"** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (r) **"Third Party"** means any person or entity other than the Government, the **JDA**, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the bid document.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexures of Agreement;
- (c) Bid documents; and
- (d) LOA & Letter of Award.

1.2 Relation between the Parties

1.2.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the **JDA** and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the **JDA** and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The **JDA** shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Jaipur shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing as per instructions in BID DOCUMENTS.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the **JDA**; provided that notices or other communications to be given to an address outside India may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the **JDA**;
- (b) in the case of the **JDA**, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the **JDA** with a copy delivered to the **JDA** Representative set out below in Clause 1.10 or to such other person as the **JDA** may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Jaipur it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of BID DOCUMENTS and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the **JDA** under this Agreement, including without limitation the receiving of instructions and payments from the **JDA**.

1.10 Authorized Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the **JDA** or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The **JDA** may, from time to time, designate one of its officials as the **JDA** Representative. Unless otherwise notified, the **JDA** Representative shall be:

**SE-V, Ground Floor, Near Electric Room, Main Building,
Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Negru Marg,
Jaipur- 302004 (Rajasthan)**

E-mail: se4jda@gmail.com

The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Name and Address of Bidder

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the **JDA** shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the **JDA** may, by not less than 1 (one) week notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the BID DOCUMENTS shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of BID DOCUMENTS shall apply.

2.4 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.5 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather

conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The **JDA** may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in material breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the JDA

The **JDA** may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the **JDA** may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

- (d) the Consultant submits to the **JDA** a statement which has a material effect on the rights, obligations or interests of the **JDA** and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) The **JDA**, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement and for this JDA provides advance notice of 30 (thirty) days and clears any outstanding payments within the said notice period.

2.9.2 Deleted

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2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the **JDA**, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the **JDA** shall make the payment of remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination, to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the **JDA**):

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9.4 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the **JDA**, and shall at all times support and safeguard the **JDA**'s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the **JDA** in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the **JDA** in accordance with the rules of the **JDA**. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the BID DOCUMENTS as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the

Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the **JDA** shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the **JDA** shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the **JDA** towards, *inter alia*, the time, cost and effort of the **JDA**, without prejudice to the **JDA's** any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of the **JDA** under Clause 3.2.5 above and the other rights and remedies which the **JDA** may have under this Agreement, if the Consultant is found by the **JDA** to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or BID DOCUMENTS issued during a period of 2 (two) years from the date the Consultant is found by the **JDA** to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the **JDA** who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the **JDA**,

shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the **JDA** in relation to any matter concerning the Project;

- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the **JDA** under this Agreement;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the **JDA** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the **JDA** to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the **JDA**, its technology, technical processes, business affairs or finances or any information relating to the **JDA's** employees, officers or other professionals or suppliers, customers, or Consultants of the **JDA**; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (**"Confidential Information"**), without the prior written consent of the **JDA**.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the **JDA**, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the **JDA** for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the **JDA**'s property, shall not be liable to the **JDA**:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

3.5 DELETED

3.6 Accounting, inspection and auditing – DELETED.

3.7 Consultant's actions requiring the JDA's prior approval

The Consultant shall obtain the **JDA's** prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the **JDA** prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement

3.8 Reporting obligations

The Consultant shall submit to the **JDA** the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the JDA

3.9.1 All plans, drawings, specifications, designs, reports data and other documents (collectively referred to as "**Consultancy Documents**") prepared/collected by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the **JDA**, and all intellectual property rights in such Consultancy Documents shall vest with the **JDA**.

3.9.2 The Consultant shall, not later than 30 (thirty) days from the termination or expiration of this Agreement, deliver all Consultancy Documents to the **JDA**, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the **JDA**.

3.9.3 The Consultant shall hold the **JDA** harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the **JDA**.

3.10 (Deleted)

3.11 (Deleted)

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the **JDA** against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

- 4.2.1 The designations and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man-day rates are specified in Annex-3 of this Agreement.
- 4.2.2 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the **JDA** and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the **JDA**. No other Professional Personnel shall be engaged without prior approval of the **JDA**.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the **JDA** its proposal along with a CV of such person in the form provided at Appendix-I (Form-6) of the BID DOCUMENTS. **JDA** may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the **JDA**'s consideration. In the event the **JDA** does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the **JDA**.

4.4 Substitution of Key Personnel

The **JDA** expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The **JDA** will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the **JDA**. Those key personnel not found suitable during the course of agreement shall be replaced by the consultant immediately to the satisfaction of the **JDA**. **Each substitution will attract a penal deduction of 0.25 % of the total work order amount.**

4.5 Working hours, overtime, leave, etc.

Taking of leave by any Personnel for a period exceeding 15 (FIFTEEN) days shall be subject to the prior approval of the **JDA**, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Team Leader

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the **JDA**. The Consultant may, with prior written approval of the **JDA**, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE JDA

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the **JDA** shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The **JDA** warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the **JDA** shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs..... (Rupees).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees.

Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the **JDA**, the work pertaining to the preceding stage.
 - (ii) The **JDA** shall pay to the Consultant, only the undisputed amounts including payments pertaining to milestones completed to the satisfaction of the **JDA**.
- (b) The final payment under this Clause shall be made only after all the deliverables, shall have been submitted by the Consultant and approved as satisfactory by the **JDA**.

The Consultant shall upon JDA call promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The **JDA** shall make the payment upon acceptance or deemed acceptance of the final deliverable by the **JDA**.

- (c) Any amount which the **JDA** has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the **JDA** within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the **JDA** for reimbursement must be made within 1 (one) year after the agreement period in accordance with Clause 6.3
- (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 18% (eighteen per cent) per annum.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the **JDA** by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The **JDA** shall secure the contract by way of Security deposit @ 10 % (Ten per cent) from every bill . The Security deposit shall be returned to the Consultant at the end of 12 (twelve) months after the completion of services

7.1.2 Deleted

7.2 Liquidated Damages

7.2.1 Deleted

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, KD.... specified in Annexure 6 liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) of the respective milestones fee per month, subject to a maximum of 2.5% (two and a half per cent) of the respective milestones fee value will be imposed and shall be recovered from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Appropriation of Security Deposit

The **JDA** shall have the right to invoke and appropriate the proceeds of the Security deposit , in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Deleted

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each

other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

9.31 In the event of any Dispute between the Parties, the same shall be referred to the amicable settlement committee which shall be as follows ;

1. Director Engg-I, JDA
2. ACE-IV, JDA
3. SE V, JDA
4. Sr. AO, JDA

Upon such reference, the committee shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to dispute resolving committee which shall be as follows :

9.32 Standing committee for Settlement of disputes:

If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided for, and been so decided, every such matter constituting a total claim of Rs.50000/- or above, whether its decision has been otherwise provided for or whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights or obligations of the parties, as the result of such termination, shall be referred for decision to the Empowered Standing Committee, which would consist of the followings:-

1. Jaipur Development Commissioner, JDA, Jaipur -Chairman
2. Director (Engineering)-I, JDA, Jaipur
3. Director (Finance), JDA, Jaipur
4. Director (Law), JDA, Jaipur
5. Superintending Engineer, JDA, Jaipur - Member Secretary

The Engineer-in-charge, on receipt of application along with non refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. one lac) from the consultant, shall refer the disputes to the committee within a period of one months from the date of receipt of application.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of

Consultant:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of

JDA:

(Signature)

(Name)

(Designation)

In the presence of:

1.

2.

SCHEDULE-3

(See *Clause 2.3.3 under Instruction to Bidders*)

Guidance Note on Conflict of Interest

- 1 This Note further explains and illustrates the provisions of Clause 2.3 of the BID DOCUMENTS and shall be read together therewith in dealing with specific cases.
- 2 Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
- 3 Conflict of interest may arise between the **JDA** and a consultant or between consultants and present or future concessionaries/ Consultants. Some of the situations that would involve conflict of interest are identified below:
 - (a) The **JDA** and consultants:
 - (i) Potential consultant should not be privy to information from the **JDA** which is not available to others; or
 - (ii) potential consultant should not have defined the project when earlier working for the **JDA**; or
 - (iii) potential consultant should not have recently worked for the **JDA** overseeing the project.
 - (b) Consultants and concessionaires/Consultants:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ Consultant save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the **JDA** who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the **JDA**. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the **JDA**.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the **JDA** but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the **JDA** at the earliest. Officials of the **JDA** involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Appendices

APPENDIX-I

Form-4

Particulars of the Bidder

1.1	Title of Consultancy: Selection of Consultant for preparation of “Comprehensive Traffic and Transportation Study for Jaipur Region”
1.2	Title of Project: Comprehensive Traffic and Transportation Study for Jaipur Region
1.3	Deleted
1.4	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc., along with a copy of relevant registration certificate):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Bidder:</p> <p> Name:</p> <p> Designation:</p> <p> Company:</p> <p> Address:</p> <p> Phone No.:</p> <p> Fax No. :</p> <p> E-mail address:</p>
1.5	Deleted
1.6	<p>For the Bidder, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India?</p>

	<p style="text-align: right;">Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>(ii) Has the Bidder penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/NO</p> <p>(iii) Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Bidder, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.</p>
1.7	<p>Does the Bidder's firm/company combine functions as a consultant or adviser along with the functions as a Consultant and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder agree to limit the Bidder's role only to that of a consultant/ adviser to the JDA and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No</p> <p>Does the Bidder intend to borrow or hire temporarily, personnel from Consultants, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as Consultant, if those Consultants, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such Consultants, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the JDA only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: right;">(Signature, name and designation of the authorised signatory)</p>

	For and on behalf of
--	----------------------

APPENDIX-I

Form-5

Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

Ref. Date:

To

* **

Dear Sir,

Sub: BID DOCUMENTS for Selection of Consultant for preparation of **“Comprehensive Traffic and Transportation Study for Jaipur Region”**

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the BID document.

I/We have agreed that (insert individual's name) will act as our Authorized Representative / will act as the Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

NOTE: Please strike out whichever is not applicable

APPENDIX-I

Form-6

Power of Attorney

Know all men by these presents, we,(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms.son/daughter/wife and presently residing at....., who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Advisor/Consultant for undertaking “**Comprehensive Traffic and Transportation Study for Jaipur Region**”, proposed to be developed by the JDA including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the JDA, representing us in all matters before the JDA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the JDA in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with the JDA.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON DAY OF , 2016.

ACCEPTED

Signature of Authorized Representative:

Initial of the Authorized Representative:

For M/s.....

(Signature, name, designation and address of the Person who issues the PoA)

Witnesses:

1.

2.

Notarisation by Notary Public

Verified Authority and Signatures, Executed before me onday of2015.

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.

The Bidder should submit for verification the extract of the charter documents and other documents such as a resolution of Board/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I

Form-7

Financial Capacity of the Bidder

Sl. No.	Financial Year	Annual Turnover (Rs.)
1.	2014-15	
2.	2013-14	
3.	2012-13	
	Average Annual Turnover	
	Certificate from the Statutory Auditor/Chartered Accountant/CFO/Company Secretary	
<p>We certify that the above mentioned figures have been extracted from the audited financial statements of (name of the Bidder).</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p style="text-align: right;">Signature, name and designation of the authorized signatory)</p>		

(Refer Clause 2.2.2 (A) Under Instruction to Bidder)

APPENDIX-I

Form-8

Particulars of Key Personnel

Sl. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

1. Refer Form 12 of Appendix I Experience of Key Personnel

APPENDIX-I

Form-9

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR

The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan

The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal.. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

APPENDIX-I

Form-10

Abstract of Eligible Assignments of the Bidder

(Refer Clause 2.2.2 (B) Under Instruction to Bidder and Clause 3.1 under Criteria for Evaluation)

Sl. No.	Name of Project	Name of Client	Payment of professional fees received by the Bidder (in Rs.)
(1)	(2)	(3)	(4)
1			
2			
3			
4			

@ The Bidder should provide details of only those projects that have been undertaken by it under its own name.

* The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-12 of Appendix-I.

Certificate from the Statutory Auditor/Chartered Accountant OR Company Secretary/CFO of the Bidder

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Bidder and/ or the clients.

Name of the audit firm/CA/CFO:

Seal of the audit firm/ Bidder

Date:

(Signature, name and designation of the authorized signatory)

APPENDIX-I

Form-11

Abstract of Eligible Assignments of Key Personnel®

(Refer Table-2, Clause 2.1.4 of ITA)

Sl. No.	Designation of the Key Personnel	Qualification	Brief Description of Experience
1			
2			
3			
4			
5			

APPENDIX-I

Form-12

Eligible Assignments of Bidder

Name of Bidder:	
Name of the Project:	
Description of services performed by the Bidder firm:	
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs. Crore):	
Payment received by the Bidder (in Rs. Crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

- 1 Use separate sheet for each Eligible Project.
- 2 The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

APPENDIX-I

Form-13

Proposal for Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub-Consultant				
Name:				
Designation:				
Telephone No:				
Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorized signatory)

Note:

- 1 Use separate form for each Sub-Consultant

APPENDIX-I

Form-16

(Contact Detail Form)

Name of Bidder:

Address for Correspondence:

Landline :

Fax:

E-mail:

Name of Authorised Signatory:

Address for Correspondence:

Landline:

Fax:

E-mail:

APPENDIX- II

LIST OF BID-SPECIFIC CLAUSES^{\$}

A. Clauses and appendices with non-numerical footnotes

1. Schedule-1: Terms of Reference (TOR)
 - (i) Para 6.2: Time and Payment Schedule
2. Form 5, Appendix -I Statement of Legal capacity
3. Form-7, Appendix-I: Financial Capacity of the Bidder
4. Form 8, Appendix -I : Particulars of Key Personnel
5. Form-10, Appendix-I: Abstract of Eligible Assignments of the Bidder
6. Form 11, Appendix-I: Eligible assignments of Bidder
7. Appendix-II: List of Bid-specific clauses

B. Clauses and appendices with curly brackets

1. Schedule-2: Form of Agreement: Clause 9.4.2: Arbitration

C. Clauses and appendices with blank spaces

- 1 Schedule-2: Form of Agreement: Clause 1.10.3 and 6.1.2
- 2 Form-1, Appendix-I: Letter of Proposal
- 3 Form-4, Appendix-I: Particulars of the Bidder: Signature
- 4 Form-5, Appendix-I: Statement of Legal Capacity
- 5 Form-6, Appendix-I: Power of Attorney
- 6 Form-7, Appendix-I: Financial Capacity of the Bidder
- 7 Appendix-I: Financial Proposal: Item E

This Appendix-II contains a list of clauses and appendices that would need to be suitably modified for reflecting Bidder-specific provisions. This Appendix-II may, therefore, be included in the BID document to be issued to prospective Bidders. The blank spaces in Appendices may be filled up by the Bidder and the footnotes may be deleted when it submits its proposal.

Financial Bid

NIB No. : EE-(Project-I)/10/2015-16

Consultancy for

“COMPREHENSIVE TRAFFIC AND

TRANSPORTATION STUDY FOR JAIPUR

REGION”

APPENDIX-I
(See Clause 2.1.3)
Form-2
Financial Proposal

Important : To be filled in online BOQ only

Sl. No.	DESCRIPTION OF ITEM	AMOUNT IN INR
A.	RESIDENT PERSONNEL AND LOCAL COSTS (Ref: Appendix-I,Form-3)	
I.	Remuneration for Professional Personnel (inclusive of all personal allowances) in lump Sum	
II	Remuneration for Support Personnel (inclusive of all personal allowances) in Lump Sum	
	Sub-Total - Resident Personnel and Local Costs (A) :	
B.	1. Cost of topographical survey 2. Cost of Traffic Survey 3. Cost of Household Survey 4. Cost of providing Support during implementation	
C.	1. Reports and Document Printing 2. Miscellaneous Expenses 3. Travel & Accommodation 4. Office Equipments and stationery 5. Office Space (if any)	
D.	SUBTOTAL OF(A+B+C)	
E.	SERVICE TAX @.....% of (D)	
F.	TOTAL (including taxes) (D+E) (in Rs.) In Indian Rupees in figures- in words-	

APPENDIX-I

Form-3

Estimate of Personnel Costs

(To be filled up and uploaded)

ID No.	Position	Name	Lump Sum fee for the Assignment (Rs.)
A I. Remuneration for Professional Personnel (including all personal allowances)			
A II. Remuneration for Support Personnel (including all personal allowances) in LUMP SUM for the Assignment.			
GRAND TOTAL			

Annexure 3

Estimate of Personnel Costs

(To be filled up and uploaded)

ID No.	Position	Name	Lump Sum fee for the Assignment (Rs.)
A I. Remuneration for Professional Personnel (including all personal allowances)			
A II. Remuneration for Support Personnel (including all personal allowances) in LUMP SUM for the assignment			
GRAND TOTAL			

(To be filled up and uploaded)

APPENDIX-I

(See Clause 2.1.3 under Instruction to Bidders)

Form-1

Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To,

Sub: Appointment of Consultant for Preparation of “Comprehensive Traffic and Transportation Study for Jaipur Region”.

Dear Sir,

With reference to your BID DOCUMENTS Notification dated DD/MM/YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for preparing “Comprehensive Traffic and Transportation Study for Jaipur Region”. The proposal is unconditional and unqualified.

1. I/We, _____ (Bidder's name) herewith enclosed the Financial Proposal for the selection of my/our firm as Consultant for above, and our total Price is _____ (Amount in words)
2. I/We, certify that we have an average annual turnover of Rs _____ (2012-2015) and the authenticated statement has been attached at Form-7.
3. I/We, certify that we have experience in accordance with clause 2.2.2(B) under Instructions to Bidders and the authenticated statement has been attached at Form-10.
4. I/We agree that this offer shall remain valid for a period of 120 days from the deadline for submission of the bids or such further period as may be mutually agreed upon.
5. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

6. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
7. I/We shall make available to the **JDA** any additional information it may deem necessary or required for supplementing or authenticating the Proposal.
8. I/We acknowledge the right of the **JDA** to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
9. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
10. I/We declare that:
 - (a) I/We have examined and have no reservations to the BID Documents, including any Addendum issued by the **JDA**;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the BID Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the BID document, in respect of any tender or request for proposal issued by or any agreement entered into with the **JDA** or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the BID DOCUMENTS, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
11. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.8 of the BID document.
12. DELETED

13. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
14. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
15. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
16. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the JDA and/ or the Government of Rajasthan in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
17. The Bid Security of Rs. 5 Lakh (Rupees five Lakh in accordance with the BID document.
18. I/We agree and understand that the proposal is subject to the provisions of the BID document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
19. I/We agree to keep this offer valid for 120 (one hundred & twenty) days from the last date of submission of bids specified in the BID DOCUMENTS.
20. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 6.
21. DELETED
22. I/We have studied BID DOCUMENTS and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or

information provided to us by the **JDA** or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

23. The Financial Proposal is being submitted in a separate cover.
24. I/We agree and undertake to abide by all the terms and conditions of the BID Document.
In witness thereof, I/we submit this Proposal under and in accordance with the terms of the BID Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Bidder)