# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Sub: Pre Bid minutes for the work of "Comprehensive Traffic and Transportation Study for Jaipur Region, Jaipur"

The pre bid meeting for the work of "Comprehensive Traffic and Transportation Study for Jaipur Region, Jaipur" was held as scheduled in bid documents on 16.03.2016 at 11.00 AM in Manthan Hall JDA.

At the onset of the meeting, a brief presentation regarding the requirement and scope of work was given by Director (Engineering-I), JDA Jaipur. The following changes / addendum / corrections have been made by the authority.

1. The table at 3.2 Short-listing of Bidders is amended and now be read as follows:

S No.	Evaluation criteria	Max Marks	Documents required
1	Project experience		
	CTTS/ Transport Master Plan/ CMP/LCMP/IMP for two million plus cities     a. At least 1 Projects (10 Marks)     b. For additional Projects (5 marks each limited to maximum 10 Marks)	20	The technical capacity shall be evidenced through Client Completion Certificate
2	<ul> <li>Additional for Local Experience:</li> <li>CMP/IMP/ CTTS in State of Rajasthan for 0.5 million city</li> <li>a. At least 1 Project (6Marks)</li> <li>b. For additional Project (2 Marks each limited to maximum 4)</li> </ul>	10	The technical capacity shall be evidenced through Client Completion Certificate
3	Experience and Qualification of Key Professionals:  a) Transportation Planner (Team Leader)- 25 Points  b) Transport Modeler- 15 Points	50	Undertaking shall be provided if Bidder intends to use independent consultants.

	c) Highway/Road Engineer-15 Points		
	d) Traffic Engineer/Planner- 20 Points		
	e) Public Transport Planning Expert- 15 Points		
	f) Urban planner- 10 Points		
	Total 100 Points to appropriated to maximum marks		
	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:		
	1) General qualifications [25%]		
	2) Adequacy for the assignment ie engagement in preparation nos. of		
	CTTS/ Transport Master Plan/ CMP/LCMP/IMP [ 75%]		
	Total weight: 100%		
1.	Methodology and Work Plan alongwith detail of software available with him	10	
	& dedicated Manpower proposed to be deployed		
5	Consultants approved by IUT for	10	
	TOTAL	100	

## 2. In "M. Deliverables" The para (a), the condition regarding timeline be read as follows;

Above timelines are to be strictly followed but are 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 department

### 3. The Liquidated Damages for delay clause 7.2.2 be now be read as follows:

In case of delay in completion of Services, KD.... specified in Deliverable schedule, liquidated damages shall be levied @ 2.5 %,5%,7.5% & 10 % for delay upto ½, ½, ¾ & full or more of the time allowed 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.

### 4. The list of abbreviation is being provided as follows'

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

JDA Jaipur Development Authority

CMP Comprehensive Mobility Plan

CTTS Comprehensive Traffic and Transportation Study

MDP Master Development Plan IMP Integrated Mobility Plan

CV Curriculum Vitae
POA Power of Attorney

INR, Re, Rs. Indian Rupee(s)

KD Key Date

LOA Letter of Award

LCMP Low Carbon Mobility Plan

MCA As defined in Clause 1.1.3

PPP Public Private Partnership

BOT Build Own Transfer

JV Joint Venture

BG Bank Guarantee

JCTSL Jaipur City Transport Services Ltd.

BRTS Bus Rapid Transit System

PGD Post Graduate Diploma

CA Charted Accountant

RFP Request for Proposal document

TOR Terms of Reference

ROB Railway Over Bridge

RUB Railway Under Bridge

FOB Foot Over Bridge

US\$ United States Dollar

5. The condition 2.2.7 regarding submission of contract details in form -16 is not mandatory.

6. The format of Bank Guarantee (Annexure-7) is enclosed herewith and annexed 'A' The subsequent queries raised by the bidder are individually addressed as follows:

S.No.	Queries	Clarification Sought by the consultants	Reply
	Urban Mass Transit Company Ltd.		
1.	1.10 Pre-bid meeting	Form 17 is not included in the RFP	Form -17 was missed in uploaded
	A pre-bid meeting has been scheduled for the bid.		documents. The pre-bid meeting has
	The bidders can email their queries at:		already been convened. In absence of this
	se4jda@gmail.com, as per the form-17		form, the queries submitted by the bidder
			in all forms and format are being accepted
			and are being addressed in pre bid
			minutes.
2.	Appendix-I: Proposal	Form 1-3 are not found in the RFP document.	Appendix I proposal is the part of
	Form 1 : Letter of Proposal		financial bid. It is advised to bidder to see
	Form 2 : Financial Proposal		the envelope of financial bid. It should be

	Form 3 : Estimate of Personnel Cost		ensured that these are not attached in technical bid. The bid may be rejected in eventuality of disclosing or intermingling financial proposal in technical proposal.
3	Appendix-I: Proposal Form 1: Letter of Proposal Form 2: Financial Proposal Form 3: Estimate of Personnel Cost	These Forms are not provided / attached in the RFP	Same as above
4	<b>2.20 : Bid Security</b> Bid Security of Rs. 5,00,0000 is required to be deposited online.	Consultants may be allowed to submit Bid Security in the form of Bank Guarantee issued by any Scheduled Bank in India. Format of Bid Security Bank Guarantee may also be provided	The bidder may opt to deposit Bid security also in the form of BG in favour of Secretary JDA in the enclosed format of BG.
5	1.11:Taxes and duties The existing clause is as under:  "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."	The Consultants are required to pay applicable service tax to the Central Govt on provision of services to the Client and service tax is charged from the Clients.  Nowhere in the RFP it is mentioned that Client shall pay the applicable service tax to the Consultant in respect of the services rendered by the Consultant.  It is therefore required to include following para in the existing clause no 1.11:  "The Client shall pay applicable service tax to the Consultant in respect of the services rendered by the Consultant under this Agreement"	In the financial proposal Form-2 (financial Proposal) available in the financial bid part clearly provide for inclusion of service tax in the submitted financial offer.
6	2.9.1(d): <b>Termination of Agreement by the JDA</b> The existing clause is as under:	The following text may be added at end of this clause:	The suggestion is agreeable. The clause 2.9.1 <b>Termination of Agreement by the</b>

	"the Consultant submits to the <b>JDA</b> a statement which has a material effect on the rights, obligations or interests of the <b>JDA</b> and which the Consultant knows to be false;	"unless the material effect can be rectified on Employers approval."	JDA be read are as follows:  (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 unless the material effect can be rectified on Employers consent & approval.
7	2.9.2 Deleted There is no clause on termination of Agreement by the Consultant	As per general practice, the Consultants are given rights to terminate the Agreements. It is therefore required to insert the following clause in the Agreement as clause no 2.9.2:  "2.9.2 Termination By the Consultant:  The Consultant may terminate this Agreement, by not less than thirty (30) days' written notice to the "JDA", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2.  (a) If the "JDA" fails to pay any money due to the Consultant pursuant to this Contract within 30 days after receiving written notice from the Consultant that such payment is overdue.	The termination of the contract by consultant will be considered as failure to carry out the work and will be dealt with accordingly as per provision of the contract.

		(b) If, 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 sixty (60) days.  (c) If the "JDA" fails to comply with any	
		final decision reached as a result of arbitration	
		pursuant to Clause GC 9 hereof.	
		(d) If the "JDA" is in material breach of	
		its obligations pursuant to this Agreement and has	
		not remedied the same within 30 days (or	
		such longer period as the Consultant may	
		have subsequently approved in writing)	
		following the receipt by the "JDA" of the	
		Consultant's notice specifying such breach	
8	Clause 2.9.6: Disputes about Events of Termination	This clause is proposed to be modified as	The clause 2.9.6 be now read as follows:
	The existing clause is as under:	under in view of allowing Consultants to	2.9.6 Disputes about Events of
	"2.9.6 Disputes about Events of Termination	terminate the Agreement:	Termination
	If either Party disputes whether an event specified	"2.9.6 Disputes about Events of Termination	If the consultant disputes whether an event
	in Clause 2.9.1 has occurred, such Party may,	If either Party disputes whether an event	specified in Clause 2.9.1 has occurred, he
	within 30 (thirty) days after receipt of notice of	specified in Clause 2.9.1 or Clause 2.9.2	may, within 30 (thirty) days after receipt
	termination from the other Party, refer the matter	of this Agreement has occurred, such	of notice of termination from Clint, refer
	to arbitration pursuant to Clause 9.4 hereof, and this Agreement shall not be terminated on account	Party may, within 30 (thirty) days after receipt of notice of termination from the	the matter to Amicable settlement committee <b>or</b> further to Standing committee for
	of such event except in accordance with the terms	other Party, refer the matter to arbitration	Settlement of disputes
	of any resulting arbitral award."	pursuant to Clause 9.4 hereof, and this	and this Agreement shall not be terminated
	5	Agreement shall not be terminated on	on account of such event except in
		account of such event except in	accordance with the terms of any resulting
		accordance with the terms of any	from decision of the above committee."

		resulting arbitral award."	
9	3.2.2 Consultant and Affiliates not to be otherwise	Urban Mass Transit Company Limited is	The document which will be outcome of
	interested in the Project	a group company of Infrastructure	this contract will be basically a vision
	The existing clause is as under:	Leasing & Financial Services Ltd and in	document which may be basis of initiation
		the group there are various companies	of a project. The detail design or technical
	"The Consultant agrees that, during the term of	which provides variety of services in	specification of the matter of procurement
	this Agreement and after its termination, the	different fields of infrastructure. The	for any project will be done at later stage.
	Consultant or any Associate thereof and any	present clause shall be in conflict of	Therefore the primary vision document
	entity affiliated with the Consultant, as well as	business interest with other group	preparation agencies will not be
	any Sub-Consultant and any entity affiliated with	companies and shall disqualify the	considered to have conflict of interest with
	such Sub-Consultant, shall be disqualified from	Consultant and entities affiliated to it for	the work executing agency. Such conflict
	providing goods, works, services, loans or equity	providing goods, works or services for	of interest will arise if the detail design
	for any project resulting from or closely related to	any project resulting from or closely	and technical specification agency is
	the Services and any breach of this obligation	related to the Services. It is therefore	directly or in directly gets associated with
	shall amount to a Conflict of Interest; provided	suggested to remove this clause from the	executing agency.
	that the restriction herein shall not apply after a	Contract.	
	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		
10	thereof."	T4 *	NT A constitution of the state
10	4.4 Substitution of Key Personnel	It is proposed to delete the following	
		text from this clause as the said	bid document in this respect remains

	The existing clause is as under: 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	requirement is not provided in the Agreement in general practice:  "Each substitution will attract a penal deduction of 0.25 % of the total work order amount."	unchanged. It further clarified that each substitution means substitution of a single key person thereby meaning that the penal clause is for every individual substitution
	consultant immediately to the satisfaction of the JDA. Each substitution will attract a penal deduction of 0.25 % of the total work order amount.		
11	2.26 Indemnity  The existing clause is as under: "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."	It is proposed to modify this clause is as under:  "The Consultant shall, subject to the provisions of the Agreement, indemnify the JDA for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services provided as per TOR."	Not agreed. The original condition of the bid document in this respect remains unchanged.
12.	7.1.1: Performance Security  The existing clause is as under:  "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	The Performance Security may be provided equivalent to 5% of Contract value by way of a bank guarantee to be issued by any scheduled bank in India instead of deduction of 10% from every bill. The said security deposit (bank guarantee) may be returned within 15 days after the completion of services.	Not agreed. The original condition of the bid document in this respect remains unchanged

13	7.2.3 Appropriation of Security Deposit  The existing clause is as under:	It is proposed to modify this clause is as under:	The condition 7.2.3 Appropriation of Security Deposit be now read as follows:
	"The <b>JDA</b> 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."	"The JDA shall have the right to invoke and appropriate the proceeds of the Security deposit, in whole or in part, with 14 (fourteen) days notice to the Consultant in the event of determined breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2."	The <b>JDA</b> shall have the right to invoke and appropriate the proceeds of the Security deposit, in whole or in part, with 14 (fourteen) days notice to the Consultant in the event of determined breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2
14	<b>9. SETTLEMENT OF DISPUTES</b> The existing clause is as under:	It is proposed to substitute entire clause with fresh clause as under. This is because parties cannot appoint its own	Not agreed. The original condition of the bid document in this respect remains unchanged
	"9.1 Amicable settlement	officers as arbitrators. Such arbitrations are not neutral and unfair.	unchanged
	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.	"9.1 AMICABLE SETTLEMENT Any dispute, difference or controversy of whatever nature between the parties,	
	9.2 Dispute resolution	arising from this agreement shall in the first instance be attempted to be resolved amicably through mutual consultation and	
	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	good-faith discussions by the senior level representative of both the parties.	

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:
- Director Engg-I, JDA
   ACE-IV, JDA
   SE V, JDA
   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 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:

#### 9.2ARBITRATION

- 9.2.1 If the dispute, difference or controversy cannot be amicably resolved within 30 (thirty) days of commencing amicable settlement, the parties shall refer the dispute, difference or controversy to a 3member panel arbitration in accordance with the Indian Arbitration and Conciliation Act. 1996. One arbitrator each shall be appointed by either party and the third arbitrator (presiding) shall be chosen by the two arbitrators so appointed by the parties. In case of failure of the two arbitrators to appoint the presiding arbitrator within 10 (ten) days of appointing the two arbitrators, the presiding arbitrator shall be appointed according the Indian to Arbitration and Conciliation Act, 1996.
- 9.2.2 The seat of arbitration shall be Delhi and the language of the arbitration proceedings including all documents and communications shall be English.
- 9.2.3 The decision of the arbitration panel shall be final and binding

	9.32 Standing committee for Settlement of disputes:  If any question, difference or objection, whatsoever		upon the parties. The expenses of the arbitration shall be equally		
	shall arise in any way, in connection with or arising		borne by both parties.		
	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 an 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 (Engineering)-JDA, Jaipur  4. Director (Law), JDA, Jaipur  5. Superintending Engineer, JDA, Jaipur - Member Secretary  The Engineer-in-charge, on receipt of application	9.2.4	Pending decision on a dispute or until the arbitral award is published. The party shall continue to perform their respective obligations under the agreement, which shall be without prejudice to a final adjustment in accordance with such award.		
	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.				
15	O. TIME AND PAYMENT SCHEDULE	The ti	me schedule of the consultants is of	Not agreed.	The original condition of the

12 months, hence there should not be

payment milestone of KD 10 in the

Payment schedule for KD 10 is as under:

bid document in this respect remains

unchanged

	Yearly payment for association @ 2 % every year for 5 years after submission of final report : 10% payment	payment schedule and said 10% payment may be added to payment milestone no. KD 7 and the revised payment milestone no. KD 7 will be as under:  "Approval & modification in draft report:15% payment"	
16	O. TIME AND PAYMENT SCHEDULE Payment schedule for KD 1 is as under: Mobilization Fee against BG : 10% payment	Format of BG to be issued against Mobilsation Fee and period of BG are not provided under the RFP for	The format of the BG is being provided and is enclosed at annexure-A. The BG should be initially submitted for 15 month period which will be further extendable till submission of final report.
17.	6.1.2PAYMENT TO THE CONSULTANT The existing clause is as under:  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	Applicable Service Tax to be paid by the Client of the fee should be mentioned in the payment clause. It is therefore proposed to modify this clause is as under:	In the financial proposal Form-2 (financial Proposal) available in the financial bid part clearly provide for inclusion of service tax in the submitted financial offer
	Rs).	"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	
18	APPENDIX-I Form-10 Abstract of Eligible Assignments of the Bidder Payment of professional fees received by the Bidder	Does it mean the consultancy fee for the particular assignment or only fee received out of the total consultancy fee? It needs to	The Payment of professional fees received by the Bidder means entire consultancy amount paid to the bidder for the particular Eligible

	(in Rs.)	be worded properly in the table.	Assignments
19	Table Point 3 Experience in Designing of Urban Transport Infrastructure	Please also consider the experience of BRT DPRs	The experience of BRT DPRs preparation in also be considered as experience in respect of Experience in Designing of Urban Transport Infrastructure
20	Table point 6 Consultants approved by IUT for	Please clarify. Whether the consultant be empaneled with MOUD?	The IUT be replaced by MOUD in referred table point 6
21	STUDY OBJECTIVES (ii) Tentative minimum area of topographical survey of 500 Hectare	Please clarify as to why Topo survey of 500 Hectares is to be done? What is the need for this survey?	The Tentative minimum area of topographical survey of 500 Hectare has been assessed by the authority. This survey will be required for junction or complete part of road improvement. The original condition of the bid document in this respect remains unchanged
22	STUDY OBJECTIVES (ii) However for lesser qty. of survey, deduction @ Rs. 250.00 per hectare will be made.	How is it quantified in terms of hectares of area? What is the need for this?	As above
23	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."	Short term traffic improvements would be recommended for these satellite towns. However Preparation of CDPs to be undertaken by local bodies of the respective towns separately	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
24	Point ix  (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	Why GAD level drawings in a CTTS Study? It is at Pre-DRP level Study  Post approval of CTTS, separate DPR studies need to be taken up for key	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged

	study. ) with various alternate feasible options alongwith priority of implementation.	projects identified and prioritized in the CTTS		
25	Point xiv  (xiv) Identification of stack holder, consultation with stack holders and managing the stack holder	Client should help in identifying stakeholders and arrange for stakeholder meetings	The stakeholders will be required to be identified in consent with department. The department will extend all help for arranging meetings with stakeholders	
26	Point xv  Accident Prone Crossing/ Junction Improvement  Identification of accident prone crossings  Planning of such crossings  Alternate traffic arrangements	Will identify problematic junctions that need to be redesigned. Will provide drawings of improvements	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged	
27	Point xv 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	This should be undertaken as separate study under City Bus Operations	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged	
28	Water Logging  Roads where water logging occurs	Not within the scope of a CTTS	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged	
29	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	Not part of CTTS study this should be taken up separately under a study for City Bus Operations	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged	

30	Surveillance  Roads on which new traffic technological solutions implemented Surveillance No. of Traffic surveillance vehicles No. of staff under Traffic Surveillance	This is a secondary data collection task from Traffic Police and should be available from the police	The consultant will be required to collect the data from police.
31	Pre/Post Paid  No. of Pre/Postpaid taxi booth  Whether private / govt. operator  Whether Taxi booths at convenient spaces for public at large	Not part of CTTS This should be taken up separately under a study for Integrated City Bus Operations	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
32	Bus Shelters No. & Design  Public Convenience Regulations - Demand	this should be taken up separately under a study for <b>City Bus Operations</b>	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged. However architecture design is not scope of this consultancy
33	High Mast Lights  No. of High Mast Lights  Does any high mast light falls in ROW	Not part of CTTS. the lighting part is a functional duty of Jaipur Municipal Corporation	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
34	Location of future Bus Terminal /truck terminal  Any plan for bus/ truck terminal  Area for	Only location of future bus terminals / truck terminals is a part of CTTS	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
35	H1 Point vii Identification of road portions damaged during rains due to water logging	Not part a CTTS Study	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
36	H1 Point xiv Location and design of Bus shelters(excluding	Not part a CTTS Study this should be taken up separately under a	Not agreed. The original condition and scope of work & deliverables of the bid

	architectural design)	study for City Bus Operations	document in this respect remains unchanged
37	H1 point xvii Urban Forestry (limited to road side and median plantation)	Not part of CTTS study	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
38	H1 Point xx Street illumination	Not part of CTTS study	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
39	H1 xxiv  Detailed operation plan for Mini Bus and JCTSL Buses and its integration with Metro.	Not part a CTTS Study this should be taken up separately under a study for <b>City Bus Operations</b>	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
40	C5 Point 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.	Not part a CTTS Study this should be taken up separately under a study for City Bus Operations	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
41	C5 Point 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.	part of an integrated Transport plan that would be a separate module and study not within the scope of a CTTS	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
42	Work Procedure  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.	Not needed in a CTTS Study  A separate study on Road Safety Audit should cover this.	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
43	Point xii Road Network Inventory including Bridge and	Not needed in a CTTS Study	Not agreed. The original condition and scope of work & deliverables of the bid

	Culvert Condition Survey	A separate study on Road Safety Audit	document in this respect remains
	Information to describe the location, design	should cover this.	unchanged
	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.		
44	E2 Preparation of action plan	This is part of Post CTTS as an off shoot	Not agreed. The original condition and
		of short/medium term proposals. Can be	scope of work & deliverables of the bid
	Assessment for requirement of traffic surveillance	taken up under Road Safety Audit Study	document in this respect remains
	vehicles and staff		unchanged
45	E2 Preparation of action plan	Only Identification and justification of	Not agreed. The original condition and
	·	this can be done in a CTTS, the actual	scope of work & deliverables of the bid
	Signal co-ordination on major corridors	work demands a detailed traffic	document in this respect remains
		engineering and management study	unchanged
46	H1 Points 9 10	identification only will be done under this	Not agreed. The original condition and
		study	scope of work & deliverables of the bid
	9. Priority for construction of utility duct for services		document in this respect remains
	10. Shifting of electrical over headlights		unchanged
47	H1 Point 15	Just the identification of corridors and	Not agreed. The original condition and
	15. Corridor Improvement through Coordinated	justification for the same will be done	scope of work & deliverables of the bid
	Traffic Signals	under this study	document in this respect remains
	_		unchanged
48	H1 Point 16	Not part of CTTS Study	Not agreed. The original condition and
	16. Location and design of Bus shelters		scope of work & deliverables of the bid
			document in this respect remains
			unchanged
49	H1 Point 19	Not part of CTTS Study	Not agreed. The original condition and
	19. Urban forestry limited to road side plantation		scope of work & deliverables of the bid
	·		document in this respect remains
			unchanged
50	H1 Point 25	Not part of CTTS	Not agreed. The original condition and
	25. Operation plan for Mini Bus and JCTSL Buses and	This should be taken up separately under	scope of work & deliverables of the bid

	its integration with Metro.	a study for Integrated City Bus Operations	document in this respect remains unchanged
51	Table KD 6 Submission of Draft Report alongwith Transport Model and Geometrical GAD	Only conceptual drawings of intersections	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
52	Table KD 9 KD9 - Submission of Final Report alongwithGood-For-Construction drawingsintersection	Not required in CTTS, this should be a dpr for key projects identified and prioritized in CTTS findings	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
53	Table KD 6  Submission of Draft Report along with Transport  Model and Geometrical GAD	GAD is not part of CTTS. Will provide conceptual drawings	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
54	Start/End date for Bid Applying, Online Payment and Bid Submission  Start Date: 26.02.2016. from 9.30 AM onwards End date: 28.03.2016. upto 6.00 PM	Request to extend the deadline for submission of bid by atleast a week	The last date of the submission of bid has been extended and will be reckoned as 06.04.2016 and technical bid will be opened on 12.04.2016
1	L&T Infra Engineering Ltd.  Clause 1.8(Page-5)  Amount (INR): Rs 5.00 Lacs. (Rs 1.25 Lacs.) for Bidder registered as contractor in JDA	Please clarify what is meant by Registered contractor. Whether consultants will come under the category of contractor? In any case, we request you to fix the bid security at 1.25 Lakhs uniformly for all categories of companies considering the fact that established consultants with good credentials and financial capability are bidding for this project.	The registered bidder means a bidder who is on a list of registered bidders of the procuring entity as maintained in the respective department. The bid security for the bidder registered in appropriate category with Jaipur Development Authority will be required to pay 1.25 lacs as bid security. All the other bidders will be required to pay Rs. 5.00 lacs as bid security. The original condition of the bid document in this respect remains unchanged.

2	Point 1 of Table (Evaluation Criteria) under Clause 3.2 (Page-25) CTTS/ Transport Master Plan/CMP/LCMP/IMP for two million plus cities a. At least 1 Projects (10 Marks) b. For additional Projects (5 marks each limited to maximum 10 Marks)	We feel that the pre-qualification criteria is restrictive and do not adequately give weightage to consultants who other-wise have vast experience in transport planning. There are number of city-wide transport planning studies such as Public transport study, Transit Oriented study which involves assessment of traffic haracteristics and recommendations. These studies normally involve conducting traffic surveys, House hold surveys, Development of travel demand model, forecasting for various scenarios, Stakeholder consultations, and recommendations. These studies have similar scope of work and approach as that of CMP/CTTS projects mentioned in the RFP. Therefore, we request you to kindly modify the prequalification criteria as follows:  • CTTS/Transport Master Plan/CMP/LCMP/IMP/ Multi- Modal Transport Study/Public Transport Study/ Multimodal Integration Study/TOD Study for two million plus cities	Not agreed. The original condition and defined scheme of marking of the bid document in this respect remains unchanged
3	Point 2 of Table (Evaluation Criteria)under Clause 3.2 ( <i>Page-25</i> ) b. For additional Project (1 Marks each limited to maximum 2)	Having established the experience of CMP studies from the previous criteria, the local experience clause is expected to assess the local experience of consultants in the state Rajasthan. In the view of above, insisting CMP studies for smaller cities is restrictive. Any traffic study as well as conceptual planning, feasibility and DPR studies for urban infrastructure in Rajasthan cities should be considered as Pre-qualification. In the view of above, we request you to modify the qualification as,  • CMP/IMP/CTTS/Traffic study/Feasibility or DPR/Conceptual planning study in State	Not agreed. The original condition and defined scheme of marking of the bid document in this respect remains unchanged

				of Rajasthan for 0.5 million city	
4	3.2 (Page-	Table (Evaluation Criteria) under 27) ts approved by IUT for	Clause	Please confirm whether the sentence is "Consultants approved by MoUD for reparation of CMP".	The respective sentence be now read as follows: Consultants approved by MoUD for preparation of CMP
5	Point ii of Study Objectives of Terms of Reference (Page-36) Study Objectives Tentative minimum area of topographical survey of 500 Hectare			Kindly specify the scope to be covered in the survey. Since this will have huge cost implication, it needs to be confirmed that whether the survey has to be carried out for Terminals, Open areas or Built-up land, Number of Intersections, etc.	The scope of the survey will be as mentioned in the bid document and will involve all type of areas in Jaipur Region.
6	Point ii of Study Objectives of Terms of Reference (Page-36) However for lesser qty. of survey, deduction @ Rs. 250.00 per hectare will be made.			This is a meager amount considering the overall survey cost and request the client to omit this clause. Kindly confirm	Not agreed. The original condition of the bid document in this respect remains unchanged
7	Point XXIV of Activity 2 of Work Approach and Methodology of Terms of Reference (Page-43)			Detailed operation plan is itself a separate project and not a part of CMP. Moreover, being a separate project, it has its own time line, requires software for Scheduling, crew scheduling and demands Public transport operational expert for carrying out this study. Please refer to Mysore Bus Operations Study. Therefore, the scope shall be restricted to Identification of routes of Mini Bus and JCTSL Buses and its integration with Metro. Kindly confirm.	Not agreed. The original condition and scope of work & deliverables of the bid document in this respect remains unchanged
8	Table Deliverables (Page-75)		There is a contradiction between the clauses specified. In the table it is mentioned that the Inception report has to	The inception report will be required to be submitted as specified in the table by 3 <sup>rd</sup>	
	Key Date No.	Prescription of Deliverables	M	be submitted by 3rd month whereas in Page 76, it is said to be in the 1st month. Please clarify. Also, topographical survey for	month after completion of the surveys.  The deliverable date for completion of all
	KD2	Completion of topographical survey	M+2	intersections will be carried out based on the traffic survey results. Therefore, we	surveys will be reckoned as M+3 and no intermediate penalty up to this time will be
	KD3 KD4 KD5	Completion of Traffic Count House hold survey Submission of Inception Report & Action Plan	M+3 M+3 M+3	would like to suggest a change in the completion of topographical survey i.e., to 3rd month instead of 2nd month specified in RFP. Subsequently, submission of Action	imposed. However in event of failure to achieve the KD-4 milestone penalties for all previous deliverable will be imposed.

<u> </u>	1/0.0	10.1.1.1.10.10		DI			I
	KD6	Submission of Draft Report long with Transport Model and Geometrical GAD	M+8	We un and p	eport may be shifted to 5th n derstand that GFC will be rovided for Intersections will be provided for ROB/	prepared whereas	This is to provide flexibility to consultant for survey work.
	KD7	Approval & modification in draft report		ways	as part of Final Repor	t. Please	
	KD8	Cost estimates along with action plan and priorities of implementation	M+11	we rec	quest you to modify the c schedule as following:		
	KD9	Submission of Final Report along with Good-For- Construction drawings	M+12	Key Date No.	Prescription of Deliverables	M	
		intersection		KD1	Submission of Inception Report	M+1	
		ption report will be submitted with		KD2	Completion of topographical survey	M+3	
		he start of work and will also form ogress report	the first	KD3	Completion of Traffic Count	M+3	
	monthly pr	ogress report		KD4	House hold survey	M+3	
				KD5	Submission of Action Plan	M+5	
				KD6	Submission of Draft Report along with Transport Model and Geometrical GAD	M+8	
				KD7	Approval & modification in draft report	M+9	
				KD8	Cost estimates along with action plan and priorities of implementation	M+11	
				KD9	Submission of Final Report along with GAD	M+12	
9	The timelin	ider Deliverables (Page -77) ne for the subsequent deliverable e after all approvals and informanecessary, has been provided	ition, as	approv damag	the next deliverable is link al of previous and also es for delayed subm ned in the RFP, we reque	liquidity ission is	The approvals will be accorded at earliest possible date by the department.

	Client.			specify the expected time for approval of	
				each deliverable.	
10	Time and Payment Schedule Table (Page – 78)			Generally, CMP/CTTS project being a planning study, consultant doesn't have	Not agreed. The original condition of the bid document in this respect remains
	Key Date No.	Prescription of Deliverables	Payment	any role during implementation.  However, since support during implementation is specified in RFP, we would like to know what kind of advisory	unchanged
	KD10	Yearly payment for association @ 2 % every year for 5 years after submission of final report	10%	role is expected from consultant for 5 years after the submission of final report. Five (5) years is a quite long period. We have not seen in any consultancy assignment with involvement of consultants for 5 years.	
				Based on the current scope of work, it is envisaged that consultant's technical support will only be required during the implementation of proposals at intersections for which consultants are expected to prepare GFC drawings.	
				Therefore, number of years for consultant support may be reduced to 2 years instead of 5 years. Since, this is only technical advisory role, it is assumed that there will be no revision of plans and reports or conducting surveys envisaged during this stage. Kindly Confirm.	
11	Performa The JDA Security of bill. The Security of the complete Consultant the complete Consultant the complete Consultant complete Consultant	1 of Schedule 2 (Page- 100) Ince Security In shall secure the contract deposit @ 10 % (Ten per cent) Security deposit shall be retuent at the end of 12 (twelve) metion of services.	from every rned to the	There is no mention about the return of Bid security to the successful bidder after the signing of contract. In the presence of performance security separately, please specify the time by which the Bid security will be returned to the successful bidder after start of the assignment.	The bid security of the successful bidder will be adjusted in Security deposit in subsequent bills.
12	·		Light meter survey needs to be carried out to understand the extent of existing lighting facilities and for future proposals. Therefore, we request you to include Light	The consultant will be required do all needful as defined or required by best practices in this field.	

_		
	meter survey in the scope of work. Kindly	
	confirm.	

	DIMTS		
1.	Table S. No.1 & 2 of Clause no. 3.2 on Page no. 25 Evaluation Criteria, Sub-point-project Experience	It is requested that in evaluation criteria, for indicating project experience, submission of final report shall be allowed as supporting documents.	Not agreed. The original condition of the bid document in this respect remains unchanged. The bidder is compulsorily required to submit client's completion certificate clearly mentioning the technical requirements sought under this criteria.
2.	Table S.No. 1 & 2 of Clause no. 3.2 on page no. 25 Evaluation Criteria, Sub-point-local Experience	It is requested that in "Local experience" all the urban transport projects done in Rajasthan shall be considered in evaluation	In the local experience all the urban transport projects done in Rajasthan will be considered in evaluation
3	Schedule of process on page 5 Bid submission date	Bid submission date shall be kept 2 weeks after releasing clarification by JDA	The last date of the submission of bid has been extended and will be reckoned as 06.04.2016 and technical bid will be opened on 12.04.2016

	ICRA Management Consulting Services		
1.	Limited	It has been mentioned in the tender detail that EMD exemption (Rs. 5 lacs) is allowed. Apart from EMD, is bid security Deposit of Rs. 5 Lacs also to be paid? The consultant requests to exempt both and consider only performance security fee.	The EMD (earnest money) stated in eproc is one and same thing as bid security.  The bid security for the bidder registered in appropriate category with Jaipur Development Authority will be required to pay 1.25 lacs as bid security. All the other bidders will be required to pay Rs. 5.00 lacs as bid security.
2		Pg 25, under evaluation criteria, S No. 2 of the table, 'Additional Local experience: CMP/IMP/CTTS in state of Rajasthan for 0.5 million city'. The Consultant requests to kindly consider revising the criteria, as all consultants applying for the bid, may not be able to fulfil it.	The evaluation criteria in this respect be now read as follows: In the local experience all the urban transport projects done in Rajasthan will be considered in evaluation
3.		Pg 27, in the table, Sno. 6 'Consultants approved by IUT for'. Kindly elaborate on what is required from the consultant(s).	The respective sentence be now read as follows: Consultants approved by MoUD for preparation of CMP
4.		Annexure-4: Approved Sub consultant (as mentioned in Section 2.9, pg 15) is missing from the document. Consultant requests you to kindly provide the same/clarify about its inclusion in the document.	<b>Sub-Consultant"</b> means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7;
			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.  APPENDIX-I Form-13 Proposal for Sub-Consultant(s) is available in the original document and is again been provided herewith.
5.	Annexure-A: Map, as mentioned under 'Coverage of the Study' on Pg 35, was not found in the Tender document.  Consultant requests you to provide the same.	The link to the map is being given. <a href="https://jaipurjda.org/pdf/MDP/BaseMapJDA.pdf">https://jaipurjda.org/pdf/MDP/BaseMapJDA.pdf</a>
6.	The consultant would like to clarify, weather the bid (RFP) is required to be submitted in Hard copy (through post or in person), apart from the online submission?	The bid document is not required and should not be submitted in Hard copy (through post or in person). The eBid procedure is as at http://eproc.rajastha.gov.in. The bids should be submitted stately as per the eBid procedure is as at http://eproc.rajastha.gov.in.

	IBI Group		
1.	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.	We request you to relax the turnover requirement to 8 Crores as the expected budget as mentioned in the RFP is only 2.5 Crores. Request JDA also to refer the Central Vigilance Commission guidelines issued by Govt. of India on the turnover criteria.	Rs. 15.0 Cr. is modified to Rs. 5.00 Cr. accordingly the particular criteria 2.2.2.(A) stands modified as follows: To be eligible the bidder shall fulfil the following:  Financial Capacity: The bidder should demonstrate an Average Annual Turnover of Rs.5 crore (Rupees Five 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.
2	General	We request JDA to allow fully owned Indian subsidiary company of a foreign company to use the foreign parent companies qualification/ past experience for fulfilling the eligibility criteria.	Not agreed
3	The technical capacity shall be evidenced through Client	We request you to allow us to submit work orders, letter of award or final	Not agreed. The original condition of the bid document in this respect remains
	Completion Certificate	reports as a proof of technical capacity as	unchanged

		it is very rare that clients provide a	
		completion certificate for projects.	
4		Only 1 or 2 firms at the maximum have	Not agreed. The original condition of the
	Additional for Local Experience :	this qualification and therefore would	bid document in this respect remains
	CMP/IMP/ CTTS in State of Rajasthan for 0.5	give an unfair advantage to those bidders	unchanged
	million city	only. Request JDA to remove this criteria	
		and make it generic for India.	
5	Last date of submission of proposal	We request JDA to provide at least 4	The last date of the submission of bid has
		weeks of time for preparing the proposal	been extended and will be reckoned as
		from the date the pre-bid responses are	06.04.2016 and technical bid will be
		released to us.	opened on 12.04.2016
6		Good for construction drawings are	Not agreed. The original condition of the
	Submission of Final Report along with Good- For-Construction drawings	prepared in the DPR stage based on the	bid document in this respect remains
		CTTS recommendations and is never a	unchanged
		deliverable under CTTS project as the	
		emphasis is more on planning rather	
		than civil design in CTTS study. Request	
		JDA to remove this deliverable.	

The bidders are advised to carefully go through these minutes. These pre bid minutes will be considered as part of the bid document for all purpose.

Executive Engineer Project-I, JDA

# **Annexure-7 of Bid Documet**

# Annexure-'A' (of prebid meeting minutes )

Form of (Bank Guarantee) - Encashable at branch of the bank in Jaipur City.

To	
Secr	etary,
Jaip	ur Development Authority,
Jaip	ur
Sub	
Ban	k Guarantee No dated for [amount of Security in figures] [in
wor	ds] on behalf of [Name of the Bidder] against the
Secu	rity Deposit for the work of "Comprehensive Traffic and Transportation Study for Jaipun
_	ion, Jaipur"
WH	EREAS, [name of Bidder with address] (hereinafter ed "the Bidder") has submitted his Bid dated for the work of
call	ed "the Bidder") has submitted his Bid dated for the work of
	struction of "Comprehensive Traffic and Transportation Study for Jaipur Region, Jaipur".
(Na	me of Work) (hereinafter called "the Bid").
KNO	OW ALL PEOPLE by these presents that we
	(Name of Bank) of having our registered office at
	[name of country] having our registered office at
	(hereinafter called "the Bank") are bound unto Secretary, Jaipun
	elopment Authority. (Hereinafter called "the Employer") in the sum of Rupees
	[Amount of Security in figures] (in words) only
	which payment will and truly to be made to the said Employer, the Bank binds itself, its
succ	essors, and assigns by these presents.
Tha	on demand of JDA, this Bank Guarantee is encashable at following branch in Jaipur City.
1. N	ame of Bank:
2. N	ame of the branch with branch code:
3. A	ddress:
4. E	-Mail Id:
	elephone No.
6. Fa	ax No.:
SEA	LED with the Common Seal of the said Bank this day of of 20
THE	CONDITIONS of this obligation are:
(1)	if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
(2)	if the Bidder refuses to accept the correction of errors in his bid;
(3)	If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
	(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions

to Bidders, or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders:

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No ICICI 006754. Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date	Signature of the Bank	
Witness	Seal	
[Signature, Name and Address]		
[Note: To be furnished on appropr	iate non-judicial stamps.]	

# APPENDIX-I

## <u>Form-13</u>

# **Proposal for Sub-Consultant(s)**

1. Details of the	Firm			
Firm's Name, Ad	ddress and Telephone			
Name and Telep	hone No. of the Contact Po	erson		
Fields of Experti	ise			
No. of Years in b	ousiness in the above Fields	s		
2. Services that	are proposed to be sub cor	itracted:		
3. Person who w	vill lead the Sub-Consultan	it		
Name:				
Designation:				
Telephone No:				
Email:				
4. Details of Firm	n's previous experience			
Name of Work	Name, address and	Total Value of	<b>Duration of</b>	Date of Completion of
	telephone no. of Client	Services	Services	Services
		Performed		
1.				
2.				
3.				

(Signature and name of the authorized signatory)

Note:

1 Use separate form for each Sub-Consultant