



**JAIPUR DEVELOPMENT AUTHORITY,
JAIPUR**

BID DOCUMENTS

FOR THE WORK OF

**Consultancy work
for feasibility study and preparation of
DPR of proposed ROB with LHS at
Induni Phatak on LC-214, JP-DLI,
Railway Line, Jaipur**

INDEX

S.No.	Section	Description of Item	Page No
1	Section -I	Notice Inviting Bid	4-5
2	Section-II	Instruction to Bidders (ITB)	6-25
3	Section -III	General Conditions of Contract	26-38
4	Section IV	Terms of Reference	39-53
5	Section -V	Technical Proposal-Standard Forms	54
	V-A	Technical Proposal Submission form	55
	V-B	Consultant's references along with completion certificates	56
	V-C	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.	57
	V-D	Site appreciation	58
	V-E	Description of the methodology and work plan for performing the assignment.	58
	V-F	Team composition and task assignments	58
	V-G	Format of Curriculum Vitae of proposed key professional staff.	59
	V-H	Time schedule for professional personnel.	61
	V-I	Activity (work) schedule.	62
6	Section-VI	Financial Proposal-Standard Forms	63
	VI- A	Price Bid	64
	VI-B	Format for Financial Bid	65-66
	VI-C	Form of Bid	67-68
7	Section VII	Form of Contractor Consultant Service	69
		Form of Contract	69-70
		Form of Letter of Acceptance	71
		Form of Agreement	72-73
8	Section VIII	Schedule of Supplementary Information	74
	Schedule-B	Income Tax PAN No.	74-76
	Schedule-C	Project Experience Record	77
	Schedule-D	Methodology of work	78
	Schedule-E	Activity Schedule	78
	Schedule-F	Equipment	78
	Schedule-G	Bio-data of Technical personnel for the work	79
	Schedule-H	Record of Arbitration and Litigation	80
	Schedule-I	History of criminal cases	81
	Schedule-J	Form of General Power of attorney	82-83
	Schedule-K	GPA Affidavit	84-85
	Schedule-L	Affidavit	86-87
8	Section IX	Addenda issued by Executive Engineer, JDA	88
		Undertaking for not being Blacklisted : Annx 1	89
		Affidavit	90
		RTPP Act Annexure -A	91
		RTPP Act Annexure-B	92
		RTPP Act Annexure-C	93-95
		RTPP Act Annexure-D	96-97

JAIPUR DEVELOPMENT AUTHORITY

Room No. 313B, Third Floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru
Marg, Jaipur - 302004

Telephone: +91-141-2569696 e.mail: vmjohari.jda@rajasthan.gov.in

No:- JDA/EE/ROB-IV/2018-19/D-

Dated:

NOTICE INVITING BID

NIB No. : JDA/EE(ROB-IV)/03/2018-19

Online Bids are invited upto **6.00 PM** of 14.09.2018 for “**Consultancy work for feasibility study and preparation of DPR of proposed ROB with LHS at Induni Phatak on LC-214, JP-DLI, Railway Line, Jaipur**” estimated cost of Rs. 35.00 Lacs. The last date for applying bid and making online payment on JDA portal is upto **6.00 PM** of 14.09.2018. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in (UBN.....)

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in. For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding 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.

Executive Engineer (ROB-IV)
JDA, Jaipur

Detailed NIB

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer (ROB-RUB-IV), Jaipur Development Authority ➤ Address: Room No.313 B,Third Floor, CCC Building Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan) ➤ Email: vmjohari.jda@rajasthan.gov.injasthan.
Subject Matter of Procurement	<ul style="list-style-type: none"> ➤ Consultancy work for feasibility study and preparation of DPR of proposed ROB with LHS at Induni Phatak on LC-214, JP-DLL, Railway Line, Jaipur. ➤ Job No. 125/2016-17
Time Period	➤ 6 Months.
Bid Procedure	➤ Two-Stage Two Part (Envelope) Open Competitive) e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Ranked first in combined Technical and Financial scores as described in clause 8 of ITB.
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment *	<ul style="list-style-type: none"> ➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee and RISL Processing Fee and Bid security deposit, online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 500/- (Rupees Five Hundred only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ○ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 35.00 Lacs (Rupees Thirty Lacs Only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR : *2% (Rs. 70,000.00) of Estimated Procurement Cost, 0.5% (Rs. 17,500.00) for Bidder registered as contractor C-I in JDA) ➤ In case of Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date: 30.08.2018 at 10.00 AM onwards ➤ End Date: 14.09.2018 upto 6.00 PM ➤ In case EMD in form BG Original Bank Guarantee is to be submitted in Room No. MB-SF 213-E(Room No. of DD(E&B), of Main Building, Jaipur Development Authority, JLN Marg, Jaipur by 20.09.2018 upto 5.00 PM.
Bid submission on e-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date 30.08.2018 at 10.00 AM onwards ➤ End Date: 14.09.2018 upto 6.00 PM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> ➤ 24.09.2018 . at 11.00 AM. ➤ Room No. 309,CCC Third Floor,Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	➤ Will be intimated later to the Technically qualified bidders .
Bid Validity	➤ 120 days from the bid submission deadline
*Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL processing fee online through JDA portal. The bid security options available in tender for participants are as mentioned below:	

Executive Engineer (ROB -IV)
JDA, Jaipur

Section-II Instruction to Bidders (ITB)

1. INTRODUCTION

- 1.1. The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.2 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the office of the Superintendent Engineer-V JDA before submitting a Proposal.
- 1.3 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available the relevant data available.
- 1.4 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client or the site, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted without assigning any reason.
- 1.5 Jaipur Development Authority (JDA) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.5.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.
 - (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
 - 1.5.2 As pointed out in para. 1.5.1 (a) above, consultants may be hired for downstream work, when continuity is deemed essential. It will be the exclusive decision of the JDA whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

- 1.6 It is JDA's policy to require that consultants observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the JDA:
- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of JDA, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive JDA of the benefits of free and open competition.
 - (b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded JDA -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a JDA-financed contract; and
 - (d) Will have the right to require that, JDA to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by JDA
- 1.7 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOR/JDA in accordance with the above Sub Para 1.1.6 (D).
- 1.8 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any item of the bid document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all the participating consultants who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the bid documents by a suitable amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this bid in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) The proposal should be from a single entity. Joint Ventures are not envisaged.
 - (ii) The proposal shall be based on the number of key professional staff-months estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm.
 - (iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
 - (v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.
- 3.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section V):
- i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section V-B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services and facilities to be provided by the Client (Section - V-C).
 - (iii) A brief note on the site appreciation (Section - V-D)
 - (iv) A description of the methodology and work plan for performing the assignment (Section - V-E).
 - (v) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section – V-F).
 - (vi) CVs recently signed by the proposed key professional staff (As per Clause 16 of Section IV-TOR) and the authorized representative submitting the proposal (Section - V-G). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last Five (05) years.
 - (vii) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections - V-F and V-H).
 - (viii) Any additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the bid documents. The Financial Proposal should follow Standard Forms (Section VI). It shall include all the costs associated with the Assignment, including (a) remuneration for staff and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents & surveys; and all the other major component of the assignment.

- 3.7 Consultants shall express the price of their services in Indian Rupees.
- 3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Procurement under RTPP Act 2012 and Rules 2013

- All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable
- All the bidders are required to comply with the **Annexure A,B,C&D**, prescribed under RTPP Act 2012 vide circular No 3 date 4 Feb, 2013, by the Dept of Finance (G&T) Govt. of Rajasthan.

5. FORMAT AND SIGNING OF BIDS

- 5.1 The Bidder shall prepare one copy of the documents comprising the Bid.
- 5.2 The copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. All pages of the Bid where entries or amendment have been made shall be initialled by the person or persons signing the Bid.
- 5.3 The completed Bid shall be without alterations, inter-relations or erasures except those which accord with instructions given by the JDA, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 5.4 Only one Bid shall be submitted by each Bidder. No Bidder shall participate in the Bid of another for the same contract in any capacity whatsoever.

5.5 a) Documentation Charges

The bidder is required to pay a non refundable documentation charge amounting to Rs. 500/- (Rupees Five Hundred Only) deposit online only.

b) Bid Processing Fee

The bidder is required to pay a non refundable **R.I.S.L** processing fee amounting to Rs. 1,000/- (Rupees one Thousand Only) deposit online.

c) Bid Security

Amount (INR : *2% (Rs. 70,000.00) of Estimated Procurement Cost, 0.5% (Rs. 17,500.00) for Bidder registered as contractor C-I in JDA)

In case of Departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.

The amount is to be deposited online by bidder. In case the amount exceeds the online payment limit the payment may be made through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. 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.

Process for Participation & Depositing Payment Online

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 on line 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 as per **Annexure-4**. 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 detail is available on JDA website www.jaipurjda.org under [eServices](#)>>JDA Tender.

Bidder has to submitted as proof of deposited amount against the Bid on eProcurement Portal

Jaipur Development Authority, Jaipur.			
Bid Participation Receipt			
		Date & Time:-	
Bid Detail			
Bid ID:		Procurement Entity:-	
Bid Title:			
Bid Value:		Bid Opening Place:	
Bidder Detail			
Name of Entity:		Mobile No.:	
Registration Type:		Instrument Amount:	
Payment Mode:		Payment Channel:	
Instrument No.:		Instrument Date:	
Dates Detail			
Sr. No.	Event Name		Event Date
1	Publishing Date		
2	Bid Opening Date		
Specific Instrument for eProc Rajasthan			
Instrument Type			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail: Jaipur Development Authority		Challan Number:	

- 5.6 The SD shall be forfeited.
- (a) If the Bidder withdraws the Bid during the validity period of Tender.
 - (b) If the bidder fails to sign the agreement for whatever the reason.

In consideration of the Executive Engineer / Superintending Engineer/Additional Chief engineer / Director Engineering-I /Commissioner, JDA of Tenders undertaking to investigate and to take into account each tender and in consideration of the work thereby involved, all Bid Securities deposited by the bidders will be forfeited to JDA in the event of such bidder either modifying or withdrawing his bid at his instance within the said validity period of four months.

5.7 Eligibility criteria:

(a) The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the evaluation criteria, sub-criteria etc. The participant firm must meet the eligibility criteria laid down as above failing which the bid will be treated as non responsive and the same will be rejected.

S.No	Criteria	Requirement
1	Bid Document fee, Bid Security, Bid processing fee	Must be paid online only at the time of uploading the offer.
2	Registration of the firm: (i) Consultant Firm should be registered for Service Tax. (ii) Consultant Firm should be registered for Income Tax.	The Bidder must produce proof of Service Tax Registration, The Bidder must produce PAN No. and copy of latest returns filed by them
3	Eligibility: (i) Conflict of Interest (ii) Debarment / Transgression /Blacklisted by any procuring entity. (iii) Financial turnover (iv) Technical criteria	No conflicts of interest in accordance with sub Clause: Bidder must declare, Annexure A&B of clause 4 of Section II, ITB must be filled up, duly signed and uploaded with submission of Technical bid. There should not be any such Debarment/ Transgression: Bidder must Declare., Annexure IV must be duly signed and uploaded with submission of Technical bid. The bidder should have minimum financial turnover of 60% of bid value i.e. Rs. 21.00 Lacs. in any one of the last five financial years. The firm should have provided with at least one consultancy works of similar nature (ROB/RUB/Flyover/Grade separators) for preparation of Detailed Project report. The project value of which is not less Rs. 25.00 Crore, in the last five years.

(b) Financial Standing:

- (i) The Bidder shall furnish audited financial statements for the last five years, audited by a Chartered Accountant, which include Profit and Loss Account, Balance Sheet and Certificates regarding contingent liabilities.
- (ii) The required annual Turn Over during the last 5 financial years should be at least @ 60% of bid value per annum in any one of the last five financial years. The present price level for turnover, cost of completed work & disputed amount of similar nature, the previous year's value shall be given weight age of 10% per year as follows :-

(i)	For Current Year	– 2018-19	1.00
(ii)	For last year	– 2017-18	1.00
(iii)	For year	– 2016-17	1.10
(iv)	For year	– 2015-16	1.21
(v)	For year	– 2014-15	1.33
(v)	For year	– 2013-14	1.46

- 5.8 The successful bidder shall furnish a Security Deposit equivalent to 5% of cost of work awarded along with letter of acceptance duly signed and accepted in the form of DD / BG from a Nationalised Bank / Scheduled Bank of a valid for 2 years after due date of completion.

5.9 Submission of Bids

5.9.1 Sealing and Marking of Bids

The bids must be submitted **on line** using **Digital Signature Certificate** of the bidder through **E-Tendering process** only, by the due date and time as mentioned in the NIB issued for this work.

For submission, evaluation and selection of Consultant a **“Two Bid ”** process has been planned. The bid document should be submitted in three parts in three separate envelopes on E-procurement portal.

The three parts of the proposal are

- (i) **Part 1: Envelope – "A"** containing all the fee, registration.
- (ii) **Part 2: Envelope -"B"** Technical bid and
- (iii) **Part 3: Envelope –"C"** containing Financial bid.

Part 1: Envelope –"A" Containing bid document fee, bid processing fee, bid security, registration and tax clearance certificate of the consultant would be first opened and if found every thing in order then only will proceed to part 2.

Part 2: Envelope –"B" containing Technical bid of the consultant would be opened and technical evaluation will be done as per the minimum eligibility criteria mentioned in bid document of Notice inviting Bid under Section I.

Part 3: Envelope –"C" containing Financial bid of only those firms, who full fill minimum eligibility criteria prescribed in.

Notice inviting Bid under Section I in the 'Part 1' (technical evaluation) would be opened and evaluated.

6. Deadline for submission of Bids

6.1 Bids shall be received only on line under E-Procurement system as per the date and time given in the NIB given under Section-I

6.2 If the date of submission of Bids is declared a holiday the next working day will be treated as the last date for submission of Bids.

6.3 The Bid should be in the prescribed form as described in Clause 5.9

6.4 The JDA may, at its discretion, extend the dead line for submission of Bids by issuing an amendment in accordance with Clause 3, in which case all rights and obligations of the JDA and of the Bids which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

6.5 Late Bids

Any Bid received after the deadline for submission of Bid as stated in Clause 3, or as subsequently extended by the JDA, will not be considered.

6.6 Modification and withdrawal of Bids

6.6.1 The Bidder may modify or withdraw his Bid, only as per provisions of RTPP Act 2012.

6.6.2 Deleted.

6.6.3 No Bid may be modified after the deadline for submission of Bids.

6.6.4 Withdrawal of a Bid by a Bidder during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Form of Bid shall result in the forfeiture of the Bid Security.

7. Bid opening and valuation

7.1 By Supdt Eng.-V, MB GF 33C, Ground Floor , near Electric Panel Room, Main Building, JDA,Campus Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 (Rajasthan) **on due date and time as per NIB** in the presence of any of the Bidders or their representative who choose to attend, all of whom sign a register as evidence of their attendance.

7.2 Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18, shall not be opened.

7.3 Bids which do not full fill the prescribed criteria shall be treated as non responsive and shall not be opened further.

7.4 The Bid shall be rejected if:

- i) If requisite fee is not deposited through online mode before due date of closure of bid.
- ii) If the PAN is not enclosed.
- iii) Price bid containing financial proposal is not enclosed.
- iii) Project Experience Record is not enclosed.
- iv) Methodology of Work is not enclosed.
- v) Activity Schedule is not enclosed.
- vi) Bio-data of Technical Personnel for the work is not enclosed.
- vii) There are any criminal cases pending.
- viii) If the affidavit is not enclosed.
- ix) If the Power of Attorney is not enclosed.
- x) If the history of criminal cases is not enclosed.
- xi) If the record of litigation and arbitration is not enclosed.
- xii) If undertaking regarding not being blacklisted/ Debarring is not enclosed.

7.5 Clarification of Bids

refer clause 7.7.3.

7.6 Determination of responsiveness

7.6.1 Prior to the detailed evaluation of Bids, the JDA will determine whether each Bid has been submitted in the proper form and whether it is substantially responsive to the requirements of the Bid documents. Bids, which have not been submitted in the proper form, will be rejected.

7.6.2 Any Bid which is not substantially responsive to the requirements of the Bid documents will be rejected by the JDA and may not subsequently be made responsive by the Bidder correcting or withdrawing the non-conforming deviation(s) or reservation(s).

7.6.3 Tender documents containing detailed qualifications and eligibility criteria, scope of work, Terms of Reference and Conditions of Contract may be downloaded from JDA's web site <https://jaipurjda.org>. or Rajasthan State Public Procurement Portal <https://sppp.rajasthan.gov.in/>.or E-Tendering Portal <https://eproc.rajasthan.gov.in/>.

7.6.4 The competent authority of , JDA reserves the right either to accept or reject any or all Tenders at any stage without assigning any reasons.

7.7. PROPOSAL EVALUATION

7.7.1 EVALUATION PROCESS

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

- a. The Technical Bid envelope would be opened on the due date and time 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)**
 - b. The Financial Bid envelope would be opened only of those bidders who fulfill all the **eligibility** criteria
- 7.7.1.2. 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 RTTP Act .
- 7.7.1.3. 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.
- 7.7.1.4. The **JDA** shall subsequently examine and evaluate Bids and after the evaluation, the **JDA** shall prepare a list of pre-qualified and shortlisted Bidders 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 8 of ITB.
- 7.7.1.5. 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.
- 7.7.2 **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**.

7.7.3 Clarifications

7.7.3.1. 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.

7.7.3.2. If an Bidder does not provide clarifications sought 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 particular requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the **JDA**.

7.7.4 APPOINTMENT OF CONSULTANT

7.7.4.1. Negotiations

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.

7.7.4.2. 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**.

7.7.4.3. Substitution of Key Personnel

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**.

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**.

7.7.5. 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.

7.7.6 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 14 (fourteen) days of the receipt of the LOA, sign formal agreement

7.7.6.1. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period of 14 days from issue of LOA. The Successful Bidder shall not be entitled to seek any deviation in the Agreement.

7.7.6.2 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 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.

7.7.7. Proprietary data

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**.

8. CRITERIA FOR EVALUATION

8.1 Evaluation of Proposals

Proposals of only those Bidders who satisfy the Conditions of Eligibility (*Clause 5.7 of 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.

8.2 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.

ITEM CODE	PARAMETER	MAX.M MARKS	CRITERIA
1	Firm's experience	30	70% of the maximum marks shall be awarded for the two numbers of Eligible successfully completed assignments by the applicant firm during the preceding 3 years . The remaining 30% shall be awarded for additional eligible assignments particularly undertaken the preparation of DPR for major structures over & above the two eligible assignments.
2	Proposed Methodology and Work Plan & site appreciation	15	Evaluation will be based on the quality of submission.
3	Consultant's office in Jaipur City.	5	100% marks will be awarded if the consultant firm has already an office in Jaipur Proof of office must be attached).

4	Relevant Experience of Key Personnel	50	70% of the maximum marks for each Key Personnel shall be awarded for a minimum of 2 numbers of Eligible Assignments the respective key person has worked on. 10% shall be awarded for each additional eligible assignments (for maximum three assignments) particularly undertaken for the preparation of feasibility & DPR of major structures such as Flyovers/ Bridges over and above the eligible two assignments.
4 (a)	Senior Highway Engineer cum Team Leader	15	It is desirable that the Team Leader should have experience of 15 Years after Graduation / or 10 years after Post Graduation. Should have worked as leader or head of a detailed project report (DPR) team for at least 2 Eligible Assignments. However 1 mark for each year of experience will be awarded. (For example, if the Team Leader has experience of 6 years then 6 marks will be awarded)
4 (b)	Bridge Engineer	10	It is desirable that the Bridge Engineer has experience of 10 years after Graduation/ or 05 years after Post Graduation. Should have worked as Bridge Engineer for at least TWO Eligible assignments. However 1 mark will be awarded for each year of experience.
4 (c)	Structural Designer	10	Minimum experience of 5 Years after Post Graduation. Should have worked as Structural Designer for at least Two Eligible Assignment during the past 5 years. However 1 mark will be awarded for each year of experience.
4(d)	Traffic Engineer	8	Minimum experience of 5 Years after Post Graduation. Should have worked as Traffic /Transport Engineer/Planner for at least one Eligible Assignment during the past five years. However 1 mark will be awarded for each year of experience.
4 (e)	Pavement Specialist	7	Minimum experience of 5 Years after Graduation. Should have worked as Pavement Specialist for at least 1 Eligible Assignments during the past 5 years. However 1 mark will be awarded for each year of experience.

8.2.1. While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing

Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score.

8.2.2. The Firm should submit an affidavit that the firm has never been blacklisted or debarred by any central/state/any other government agency and that the firm has not left any work incomplete during the last three years in the **Annexure I** given in Bid Documents.

8.3 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this bid, consultancy assignments in respect of preparation of detailed project report including engineering surveys and / or for the following projects shall be deemed as eligible Assignments Detailed Survey and preparation of Detailed Project Reports for major bridge / flyover projects/ROB, including the pavement design for viaduct portion and the approaches.

Two such assignments should have been completed in the last 5 years.

8.4 Evaluation of Financial Proposal

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

8.4.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

8.4.3. 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 (**FM**) will be given a financial score (**SF**) of 100 points. The financial scores of other proposals will be computed as follows:

SF = 100 × FM / F **where (F = Amount of Financial Proposal)**

8.4.4 Provided that the bid is substantially responsive, the JDA shall correct mathematical 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.

8.4.5. Combined and final evaluation

8.4.5.1. Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

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.

8.4.5.2. 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 7.7.4.1, 7.7.6.1, 7.7.6.2, 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 will be ranked first.

9. AWARD OF CONTRACT

- 9.1 The JDA will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 9.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

SECTION III GENERAL CONDITIONS OF CONTRACT

1 General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b) “Agreement” means the Agreement signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 2 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.3;
- (d) “Employer”, “JDA” means Jaipur Development Authority, Jaipur.
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India or the Government of Rajasthan as the case may be.
- (g) “Local currency” means Indian Rupees;
- (h) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (i) “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; “Local Personnel” means such persons who at the time of being so hired had their domicile inside India; and “Key Personnel” mean the personnel referred to in Clause 16 of TOR
- (j) “Party” means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (k) “Commissioner/Superintending Engineer” means the Commissioner / Superintending Engineer, JDA or Employer.

- (l) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (m) “Sub-Consultant” means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) “Third Party” means any person or entity other than the Government, the Employer, the Consultant or a Sub-consultant.
- (o) “Technical Proposal” means the technical proposal submitted by the consultant and accepted by the Employer.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultant. The Consultant, subject to this Contract, 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 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and Rajasthan State.

1.4 Language

This Contract has been executed in English, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

Employer: The Commissioner,
Jaipur Development Authority, Jaipur.
Tele No. 0141-2563234

1.6.1 Notice shall be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes/e-mail, 24 hours following confirmed transmission;
- (c) in the case of telegrams, 24 hours following confirmed transmission; and
- (d) in the case of facsimiles, 24 hours following confirmed transmission.

1.7 A party may change its address for notice hereunder by giving the other party notice of such change to the other party.

1.8 Location

The Services shall be performed at Jaipur (by establishing local office at Jaipur along with land line phone and Fax facility) and such locations as are specified by the Employer, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

1.9 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Member shall authorize one of the entities to act on their behalf in exercising all the consultants rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

2 Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this Contract by the Employer or the consultants may be taken or executed by the officials authorized by the JDA and the consultant.

2.1 Taxes and Duties

Unless otherwise specified, the Consultants shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2.1.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other

impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1.2 The rates quoted should be inclusive of all taxes (except GST) payable for this Consultancy Services, which shall not be paid/ reimbursed by the Client separately. GST will be paid extra as per actual.

2.2 Commencement, Completion, Modification and Termination of Contract

2.3 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice/Work order to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.4 **Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.5 **Commencement of Services**

The Consultants shall begin carrying out the Services at the end of Maximum 10 days period after the Effective Date/Work order date.

2.6 **Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 3 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the Contract.

2.7 **Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.8 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.9 **Force Majeure**

(i) Definition

- (a) For the purposes of this Contract, "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, Court orders either directly or indirectly effecting the services 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 consultants 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 Contract 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.

ii) No Breach of Contract

The failure of a Party to full fill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract 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 Contract.

iii) 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 full fill 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 fourteen (14) 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.

iv) Payments

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

v) Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have 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.

vi) Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

vii. Extension of Time

Any period within which a Party shall, pursuant to this Contract, 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.

3 Termination

3.1 By the Employer

The Employer may, by not less than seven (07) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than fifteen (15) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause, terminate this Contract:

- (a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.9 hereinabove, within seven (07) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 9.5.3 hereof;
- (d) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than fifteen (15) days; or
- (f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) If the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
"corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower and includes collusive practice among Consultant (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive the borrower of the benefits of free and open competition.

3.2 By the Consultants

The Consultant, may by not less than thirty (07) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause, terminate this Contract.

- (a) If the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 9.5.3 hereof within ten (10) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within ten (10) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;
- (c) If, as the result of Force Majeure, the Consultant , are unable to perform a material portion of the Services for a period of not less than fifteen (15) days; or
- (d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

3.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.4 or 3 hereof, or upon expiration of this Contract 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,
- (ii) the obligation of confidentiality set forth in Clause GC 3.9 hereof,
- (iii) any right which a Party may have under the Applicable Law.

3.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 3.1 or 3.2 hereof, 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 Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 5 or 6 hereof.

3.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 3.1 or 3.2 hereof, the Employer shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- (i) Remuneration pursuant to Clause GC 9.1 hereof for Services satisfactorily performed prior to the effective date of termination.

- (ii) Reimbursable expenditures pursuant to Clause GC 9.1 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 3.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

3.6 Disputes about Events of Termination

All the disputes shall be dealt as per RTPP Act 2012 and Rules 2013.

3.7. Obligations of the Consultants

3.7.1 General

3.7.2 Standard of Performance

The Consultants shall perform the Services and carry out their 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 Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Consultant or Third Parties.

The detailed engineering drawings/fit for construction/working drawings shall be submitted to the engineer in charge/executive engineer for approval and comply with the comments/suggestions given with out any additional cost. Not with standing any approvals of the client, the consultant shall remain fully responsible for quality and correctness of his work.

The services comprises of architectural, structural, electrical, plumbing, lighting, telecommunication, signage, lifts and fire fighting arrangements, landscaping, parking, water supply and treatment of water etc, including site visits as and when required during the execution.

3.7.3 Law Governing Services

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

3.7.4 Conflict of Interests

The consultant shall abide by all the conditions laid down in the Rajasthan Transparency of Public Procurement Act 2012 (RTPP Act 2012) and rules 2013. The consultant has to sign and upload Annexure A & B given in the RTPP Act 2012.

3.8 Confidentiality

The Consultant, their Sub consultant and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Employers business or operations without the prior written consent of the Employer.

4. Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultant liability under this Contract shall be as provided by the Applicable Law.

4.1 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain, at their own cost, but on the terms and conditions approved by the client, insurance against the risks, and for the coverage and shall provide evidence to the client showing that all such insurance has been taken out and maintained and that the current premium have been paid off and shall also keep the insurance live by paying timely premium time to time, through out the period of consultancy, for covering of:

- i) Third party motor vehicle liability in respect of motor vehicles operated by the consultant or their personnel.
- ii) Professional Liability Insurance (PLI) including deficiencies/inadequacies in the design of structures and its related components for a period of Ten Years beyond the consultancy period or as per Applicable Law, whichever is longer after the completion of consultancy services with a minimum coverage equal to the contract value for the assignment.
- iii) Employer's liability and workers compensation insurance in respect of the personnel of consultants and any sub consultants, in accordance with the applicable law as well as , with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

All the insurance and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

4.2 Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and shall permit the Employer or its designated representative to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

4.3 Consultant' Actions requiring Employer's prior Approval

The Consultant shall obtain the Employers prior approval in writing before taking any of the following actions:

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 Employers 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 Contract; and

4.4 Specific Responsibilities of the Consultant

The consultant shall be fully responsible for collecting data and information from Government and other agencies. All information, data and reports obtained from the Government and other agencies in the execution of the services shall be properly reviewed and analyzed by the Consultant. The responsibility for the correctness of using such data shall rest with the Consultant. All such information, data and reports shall be treated as confidential.

The Consultant shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

4.5 Reporting obligations

The Consultant shall submit to the Employer the reports and documents specified in Appendix A hereto. At the end of the project before the final payment the consultant shall submit a set of all working drawings / good for construction with a project completion report.

The Consultant is expected to provide suitable presentations of the project during the review meetings of the client / employer.

All submission of the Consultant such as drawings, designs, estimates, reports, etc., shall be of five hard copies and three soft copies **in CDs and external hard disk**. Drawings shall be of AO / A1 sizes.

The Consultant / concerned expert of Consultant shall regularly visit the site during construction and certify in the site register that their drawings are being correctly interpreted at site and the finishing is of acceptable quality.

5. Documents prepared by the consultant to be the property of the employer

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Employer, and the Consultant, shall not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. The Consultant shall however not use these documents for any purpose to any agency other than the client with out prior written approval of the client.

6. Equipment and Materials furnished by the Employer.

Equipment and materials if made available to the Consultant by the Employer, or purchased by the Consultants with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

7. Consultants' Personnel

7.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services from time to time under intimation to the Engineer-in-Charge/Executive Engineer.

7.2 Resident Project Manager

The Consultants shall ensure that at all times during the Consultant's performance of the Services, a Resident Engineer shall take charge of the performance of such Services.

8. Obligations of the Employer

8.1 Assistance and Exemptions

Employer shall use its best efforts to ensure that the Employer shall provide the Consultant, Sub- Consultant and Personnel with all requisite facilities pursuant to applicable law as shall be necessary to enable the Consultant, Sub- Consultant or Personnel to perform the Services.

8.2 Access to Land

The Employer warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required the performance of the services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Contractor and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any sub- Consultant or the Personnel of either of them.

8.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law 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 Contract shall be increased or decreased accordingly by agreement between the Parties hereto.

9 Time Schedule:

9.1. Payments to the Consultant

Billing and payments in respect of the Contract shall be made as stated in schedule 2 under TOR. All payments shall be made in Indian Rupees.

9.2 Mode of Billing and Payment

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

(a) The Client shall make the payment of the Consultants periodically as given in schedule of payment above within thirty (30) days after the receipt of bills from the Client with supporting documents.

9.3. Fairness and good faith

9.3.1 Good Faith

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

9.3.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract 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 no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

9.4 Secrecy And Confidentiality

The consultant is expected to maintain utmost Secrecy and confidentiality on any proprietary information / data / reports that may be provided by us orally or in writing and collected by you during the course of this contract.

9.5. Settlement of Disputes

Settlement of disputed shall be done in accordance of the provisions made in the RTPP Act 2012 and Rules 2013.

10 Foreclosure

10.1 The Employer may, by not less than thirty (30) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultant, without assigning any reason whatsoever at any stage of the contract, terminate the contract.

10.2 Up on termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the Employer.

10.3 The Consultant shall be duly paid for the works carried out and services rendered till the date of termination. The Consultant shall not be reimbursed for any demobilization expenses, if the contract is terminated.

11. Jurisdiction of court

In the event of any dispute arising between the parties here to in respect of any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place where agreement is executed at Jaipur and by no other court.

SECTION – IV

TERMS OF REFERENCE

1.1 BACKGROUND

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR, is desirous of obtaining **Consultancy work for feasibility study and preparation of DPR of proposed ROB with LHS at Induni Phatak on LC-214, JP-DLI, Railway Line, Jaipur.**

JDA intends to procure the services of an experienced Consultancy firm to prepare detailed project report.

2 OBJECTIVES & DESCRIPTION OF ASSIGNMENT

Objectives

The main objectives of the service shall be to prepare a DPR & tender documents for Construction of ROB with LHS at Induni Phatak on LC-214, JP-DLI, Railway Line, Jaipur.

Through all the project phases, JDA will expect the Consultant to illustrate the interest and commitment to utilise the latest national and international development construction techniques in order to promote fast, efficient, economical and sound completion of the works. It is the intention of JDA to be among the forerunners in applying modern bridge construction techniques.

3. Name of bridge under scope of work.

- 3.1 ROB at LC 214 on JP-BKI railway line having six/four lane connecting two major roads i.e. Khonagoriyan bypass 160 feet road and 200 feet road parallel to the Railway line and 160 feet wide road and leading to Mahal Road with detailed traffic survey and forecast projections for next 20 years including improvements of all junctions/traffic management in the different possible various alternatives with Limited Height Subway.
- 3.2 Upgradation of existing pipe culvert near Shooting Range on Kho Nagorian Road as per project requirement.

4. Description of Assignment

The Consultant's services shall consist of the following stages in Project Preparation Inception Report / field investigation / Preliminary Project Preparation Engineering and Plan of Construction Preparation of Detailed Project Report Preparation bidding documents.

NOTE: JDA reserves the right to close the contract at any of the above stage if it is found that further work is not necessary. Payment will be made for the stage of work carried out by the consultant.

5 DETAILED SCOPE OF SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT (DPR)

5.1 Detailed Scope of services and DPR preparation.

For the Bridge work required as a long term measure, at the junctions or locations, DPR is to be prepared and submitted by conducting detailed surveys and studies.

5.2 Detailed scope of services for preparation of Detailed Project Report

- Detailed Topographic Survey in the study area
- Superimposition on the khasra map and preparation of land acquisition proposal if required.
- Detailed Geo-Technical investigations at each pier location, fixing the alignment.
- Detailed investigations for all surface and underground utilities and relocation.
- Engineering designs and Drawings for complete structure and proof checking of same by MNIT or IIT. No extra cost to be paid for poof checking.
- Detailed Bill of Quantities and Cost Estimation.
- Construction Methods,
- Tender drawings and Tender Documents.
- Site visits during construction period and modification in drawing and design and proof checking (No extra cost to be paid for poof checking of modified design and drawing of same if required as per site condition).

5.2.1 Deliverables

Based on the surveys, investigations and their interpretations, following are to be submitted:

- Topography Survey Plan on **GPS/GIS co ordinates** drawing for the study area covering the existing road and road side details.
- Surface level improvement based on the traffic data and justifying the alignment chosen by JDA.
- Surface level treatment at the junctions.
- Layout and typical cross section drawing for recommended structure.
- Feasible GAD of the structure.
- Plans of all surface and underground utilities (Existing and relocated)
- Engineering designs and drawings duly proof checked by MNIT or IIT.(No extra cost to be paid for proof checking)
- **Walkthrough animation and 3D model.**
- **Power point presentation.**
- Detailed Bill of quantities and cost Estimate.
- Construction Methods, working drawings for structures and Tender Documents.

5.2.2 The DPR submission shall consist of following

Main Report

- i. Executive summary Introduction
- ii. Traffic movement plan of the area during construction and after construction of ROB including traffic forecast.
- iii. Engineering surveys and investigations and proposed road features
- iv. Design standards and specifications
- v. Drainage facilities including cross drainage structures, Material, labour and equipment
- vi. Design details of various components for one typical span
- vii. Rates and cost estimates
- viii. Construction program and constraints
- ix. Traffic management and safety measures during construction
- x. Shifting of utility lines and LC Gate if required.
- xi. Plan of action for Traffic diversion.
- xii. Conclusions and recommendations

(The design calculations for typical section of one span with regard to above items shall be attached)

Detailed Scope of Services

6. General Scope of Assignment :

The successful bidder shall establish a fully functional office in Jaipur from the date of commencement upto finalisation of work. The consultant shall collect the available data and information relevant for the project and refer the feasibility report. As far as possible the construction structures shall be within the existing 'right of way' minimizing the requirements of land acquisition with the main intension of avoiding delays during construction. The recommended proposal and designs shall have maximum benefits to the road users of this road stretch (both immediate and in the long term) and be cost effective. The consultant shall conduct necessary surveys and furnish land acquisition details for further processing.

The consultant will also assist in zeroing on the shifting of utilities of all types involved to ensure trouble free execution of the project.

The consultant should ensure detailed project preparation incorporating value engineering, quality audit and safety audit requirement in design and implementation.

All activities related to field studies, design and documentation shall be done as per the latest guidelines/MORT&H specifications and relevant publication of the Indian Roads congress (IRC) and bureau of Indian standards (BIS). For aspects not covered by IRC, BIS and MORT&H, International standards practices may be adopted.

All notations, abbreviations and symbols used in the reports, document and drawings shall be as per IRC71-1977.

JDA expects the consultant to illustrate the proposed methodology, the interest and commitment to utilize the latest National and International development in designs and constructions techniques in order to promote fast, efficient and sound completion of the works.

6.1 General

As soon as possible after being awarded the Contract, the Consultant shall support JDA in preparing the timetable required for the technical and financial implementation of the project. The Consultant is expected to get his project preparation work, traffic studies, alignment, etc approved by appropriate agencies appointed by the JDA and make suitable presentations to the approving authorities as and when required. The Detailed Engineering shall be got approved by the Client. In the course of getting the various works approved by the various agencies, the Consultant shall do whatever work is necessary, including making appropriate modifications to his work to comply with the comments given, etc without any extra fees or additional reimbursements. Notwithstanding any approvals given by such agencies or the Client, the Consultant shall remain fully responsible for the quality and correctness of his work, which shall be performed to the highest engineering standards and good engineering practice.

- 6.2** Preliminary works like setting and maintenance of permanent benchmarks, reference points, central line of the carriageway, etc., shall be prepared by Total Station. It shall also include making adjustment in the layout, if required, as per site conditions and as directed by the JDA. The layout shall be got approved from the JDA before starting actual work. Existing levels of the area under the scope of work shall also be recorded.
- 6.3** Provision to be made for all safety measures for traffic, pedestrian, workmen, Equipment etc., as considered necessary by the JDA during field surveys.
- 6.4** Identification of services like sewer lines, water supply lines, electric and telephone cables, etc., by underground detection using Ground Penetrating Radar (GPR) & Radio frequency Location (RFL) along with Total Positioning Station (TPS)/ Global Positioning Station (GPS) and Ordinate Survey. and finalization of founding levels by drilling bores up to the rock level.
- 6.5** It is also made clear that the intending bidder should visit the site of work and physically assess the activities that are involved for completing the detailed Project Report.

6.6 The bidder shall assess with due care the supplementary site investigations needed to verify all topographical, hydrological and other site data also collect such additional site data / geotechnical data as may be necessary for completing the job.

7.Detailed Field Investigations

A detailed investigation is required for the following

7.1 Field Surveys and Investigation

Topographical Survey

a) Reconnaissance Survey: Reconnaissance Survey must be conducted at major intersections before commencing the field surveys to appreciate the existing site conditions and movement patterns. This Reconnaissance Survey to be used in planning the traffic and topographic surveys as well as Geo- Technical Investigations. Reconnaissance Survey includes permanent control points and Bench marks, Topographic details, traffic surveys , intersection volume counts and pedestrian surveys Detailed Topographical Survey in the study area includes the Topography survey plan drawing for the study area covering the existing road and roadside details.

b) The topographic survey to be carried out using total station of 1-sec accuracy covering the junction for point positioning. Auto level to be used for height control.

Traverse and detailed topographic survey to be carried out using only Total Station of 1-sec accuracy. An auto level of standard make to be used for establishing benchmarks and vertical control.

The survey activity to be conducted in a sequential manner

- i) Traverse survey
- ii) Height Control Survey and
- iii) Detailed topographic survey.

All relevant observations are to be recorded and maintained in field book

c) Topographic Details

Detailed topographic survey covering the project area is to be presented in drawings. All landside features mentioned below are to be captured and presented in the drawings.

- i. Electrical poles and lines, telephone pole and lines, high-tension lines and towers, transformers, manholes, repeater stations.
- ii. Transmission lines crossing the road and relative height of HT tower
- iii. Tree position and girth measured at 1.2m from ground level.

- iv. Building lines, type of buildings (kutchha /semi pucca/ pucca/shops /houses etc.), building frontage.
- v. Existing road pavement edges, shoulders, median top and bottom, centre line of carriageway, footpaths top and bottom, kerb stones, km / hectometre stones installed in shoulder/footpaths.
- vi. Location of traffic islands top and bottom, channelizing islands top and bottom, rotaries, traffic signals, traffic signs and police chowiks with its locations.
- vii. Location of bus bays / bus stops, parking areas, taper length, roadway width.
- viii. Places such as temples, temple mast, mosque, church, graveyard etc., its location, boundary lines and compound walls, and entrances with gate.
- ix. Locations of clearly identifying the type of buildings (open/closed/ kutchha / pucca, with foot path).
- x. Residential, commercial, shops and business established areas etc.
- xi. Identification of all bridges and structures – including location, width of bridge, span arrangement, position of piers / abutments
- xii. The topographical survey shall cover a minimum distance of 500m on either side of the structure including the intersection if any, in between the junctions.
- xiii. Details of roads crossing the alignment. All cross roads are surveyed for a minimum distance of 100m beyond the survey corridor width.

7.2 Detailed Traffic Study and Surveys:

To reduce the congestion during peak hours JDA has proposed Construction of ROB at Induni Phatak on LC-214, JP-DLI, Railway Line, Jaipur. The traffic study should include traffic count at peak hours, pedestrian analysis, traffic growth rate, Average annual growth rate , growth rate based on Economic indicators, Predicted traffic growth rate at project locations , Estimated traffic growth rates, and lane requirements. Finally surface level improvement Based on the traffic data and justifying the alignment chosen.

- a) **Traffic Study Reconnaissance Survey:-** The consultants shall conduct reconnaissance survey of the major intersections before commencing the field surveys to appreciate the existing site conditions and movement patterns. This reconnaissance survey is to be used in planning the traffic and topographic surveys as well as Geo-Technical investigations.
- b) **Traffic Surveys:** To carry out three consecutive day 24 Hr traffic volume count survey and turning block and road closure of major connecting roads leading to junction etc, as the case may be, traffic survey shall be conducted on next week day. It means traffic

survey should be conducted on 3 normal consecutive week days. In case there are “no entry hours” for heavy traffic, this should clearly be indicated in survey & conclusion.

The objective of the traffic study is to examine the nature of structure needed and form at the intersection, for smooth and efficient flow of traffic through it viz-à-viz current and likely traffic flows through the intersection.

7.3 Junction and Type of Surveys to be conducted

S.No.	Junction Name	Type of survey
1	For each junction of proposed structure	Intersection volume count surveys, Pedestrian Surveys, Traffic movement Pattern at the junction.

7.3.1. TRAFFIC ANALYSIS SHOULD INCLUDE THE FOLLOWING FACTORS.

- I. Junction Geometry
- II. Traffic Analysis and Inferences
- III. Pedestrian Analysis
- IV. Traffic growth
- V. Estimated Vehicular Growth Rate in MMTS Study
- VI. Growth Rates of Vehicles/ Registered Growth Rates of Vehicles in the Junction.
- VII. Growth Rate Based on Economic Indicators
- VIII. Predicted Traffic Growth Rate at Project Locations
- IX. Projected Traffic at the junction
- X. Lane Requirement
- XI. Recommendations

8. DETAILED GEO TECHNICAL SURVEY:

The sub-soil investigation to be carried out at the proposed Pier and Abutment locations of all bridge the structures will include the study of existing geological information, previous site reports, geological maps and geological examination.

The borings in strata other than rock will extend to a depth not less than one and a half times the width of the foundation below the founding level subject to minimum depth of 40m and the bores will extend to depth of 3m in hard rock. The scheme for borings will be prepared by the Consultant and finalized before taking up the work of borings.

All relevant laboratory tests on disturbed/undisturbed soils and rock core samples will be carried out, in accordance with the codal provisions. Data collected along with its interpretation will be presented in the format prescribed in IRC: 78-2000

Geo-technical surveys will be conducted at all pier locations for ROB, abutments and retaining wall and must be supported by the photograph duly verified by the JDA staff. If the variation in occurrence of Rock is more than 5 meters in 500 m length, the nos. of location will be increased suitably as per direction of EIC (Engineer In charge) Standard Penetration Tests (SPT) are to be carried out in the bore holes. Disturbed soil samples and rock core samples are to be collected for laboratory testing. Water table if encountered, to be noted.

Laboratory Investigation : The following laboratory tests are to be carried out on the collected soil samples. The tests for bulk density and shear parameters of the soil samples are to be carried out on remoulded soil samples.

(i) Grain size analysis. (ii) Specific gravity (iii) Bulk density (iv) Shear tests

The following tests are to be carried out on the rock core samples

(i) Specific gravity (ii) Porosity (iii) Water absorption (iv) Unconfined compressive strength.

Sub Soil Profile Recommendations: Based on field investigations and laboratory tests, recommendations are to be given for proposed ROB.

8.1 HORIZONTAL ALIGNMENT FIXING & VERTICAL ALIGNMENT FIXING:

Various alternatives to be prepared based on detailed topographical and Geo technical surveys.

9. GAD (GENERAL ARRANGEMENT DRAWING)

GADs for all alternative alignments to be prepared and submitted to JDA with specific recommendations based on relative merits and demerits for approval of final alignment. The approved GAD should form basis for further detailed designs and Estimates.

10. PLANNING & DESIGN CRITERIA

10.1 Alignment & Roadway Design Criteria - Alignment

The following paragraphs briefly highlight the various design considerations and standards to be used in the proposal. It is important to note that various design criteria are

clearly understood by Consultant in context of dense urban development – especially with due consideration to traffic, existing road network, development pattern, building lines, multi-storied complexes, rise and fall of existing road.

10.2 Design Standards

- i) ROB
- ii) Design Speed.

10.3 Horizontal Alignment

- i) Super Elevation on curves
- ii) Cross-Sectional Elements
- iii) Surface Level Road along Flyover/ grade separator / s
- iv) Cross Slope

10.4 Vertical Alignment

Broadly the following parameters are to be considered among other requirements.

- i) Design Speeds
- ii) Safe Sight Distances
- iii) Fuel Economy
- iv) Road Safety

10.5 Surface Level Improvements: To be done or to be suggested approach Ramp – Factors to be considered in Design

- i) Gradients
- ii) Construction Methodology
- iii) Material of Construction
- iv) Design Speed

10.6 General Requirements

Design Criteria shall generally satisfy the following requirements

- i. It shall ensure soundness of the structure, its durability and architectural beauty as a whole in harmony with the surroundings. Aesthetics shall be given a special consideration.
- ii. The super structure shall have minimum number of expansion joints for better riding surface .

- iii. Structural arrangement could be with deck continuity or structural continuity over the support.
- iv. Piers in the form of multiple columns with isolated/separate footings are not permitted.
- v. Superstructures with which the roadway cannot be easily widened in future, such as bow-string girders, through trusses, etc. are not permitted.

10.7 Cost Estimate

The project estimate shall give a clear picture of the financial commitment involved and shall be realistic. The quantities determined should not have variation by more than 10%. The bidder shall give a certificate to this effect. Rates shall be adopted as per MORTH / NH Rajasthan Circle. Non BSR items shall be analysed on Market Rates.

10.8 Drawings

Projects drawings shall depict the proposed work in relation to the existing features, besides other information necessary for easy and accurate translation of the proposals in the field. For easy understanding and interpretation, drawings shall follow a uniform practice with regard to size, scales and the details to be incorporated

10.9 TENDER DOCUMENTS

Tender Documents shall be prepared as per EPC form of Contract and standard tender documents of Government of Rajasthan to facilitate the E-procurement.

After approval by the JDA soft copy of tender document shall be submitted.

11. SCHEDULE FOR COMPLETION OF THE ASSIGNMENT.

Sl.No.	Activity	End date of submission from the date of letter of award.
1	Inception report	20 th day
2	Feasibility Report	45 th day
2	Detailed project report	150 th day.
3	Draft Bid Document	165 th day.
4	Bid Document	180 th day.

12. SPECIFIC RESPONSIBILITIES OF THE CONSULTANT.

12.1 The consultant shall be fully responsible for collecting data and information from Government and other agencies. All information, data and reports obtained from the Government and other agencies in the execution of the services shall be properly reviewed and analysed by the Consultant. The responsibility for the correctness of using such data shall rest with the Consultant. All such information, data and reports shall be treated as confidential.

The Consultant shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

12.2 It will be the consultants responsibility to get the GAD and Structural Design approved by Railways for which he may have to prepare as many modified drawings and design, no extra payment is to be given on this account.

12.3 Payments shall be made according to the following schedule :

S.No	Description of the Activity	% of Total Fees
		On Submission
	For Preparation of GAD/ DPR works	
1.	(a) Preparation of Preliminary Total Station survey, soil investigation, Traffic Survey etc and conceptual GAD with alternate plans etc. and submission of feasibility Report.	08%
	(b) Providing details of underground services.	01%
	(c) Providing Drainage plan.	01%
2.	General Arrangement Drawings - Plan & Profile Drawings, Span Arrangements along with traffic movement plan	10%
3.	Submission of Tender Drawings, Bill of Quantities and Tender Documents	10%
4.	After approval of GAD and Structural design by Railways.	2%+2%=4%
5.	Submission of duly proof checked drawing and design from MNIT/ IIT including Construction Drawings, Detailed Project Report and issue of GFC drawings	

	incorporating the observation of proof consultant	
	a. Foundations	12%
	b. Substructure	11%
	c. Superstructure including Ramp design, bearing loads, Expansion Joints, RE Wall and other proprietary items submitted respective agencies.	10%
	d. Submission of detailed drawing and design of up gradation of existing pipe culvert including approaches on Kho Nagorian road opposite Shooting Range.	10%
6.	Highway Drawings: Signage & Road Markings & Pavement drawings.	4%
7.	After approval of GAD and Structural design by Railways	2%+2%=4%
8.	For the services rendered during post tendering stage up to completion of project. Note: If JDA does not take up the work payment of this stage will not be done.	15%
	TOTAL	100%

13. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY JDA.

The JDA shall provide the consultant with available reports ,if already available, data and services appropriate to achieve the objectives of the study. However, the consultant shall be responsible for the analysis and interpretation of all data received and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.

14. FINAL OUT PUT

Bound volumes (hard copies) of the Feasibility Report and Detailed project report, drawings etc, are to be submitted by the Consultant (three hard copies) after the completion of each stage of work as per the schedule. Further the entire reports and drawings are to be presented in CDs and **external hard disks** along with 5 copies in hard bound form.

15. REVIEW AND MONITORING OF CONSULTANTS WORK.

The Consultants shall present the Feasibility Report and later the detailed project report to the Superintending Engineer, JDA who will review the technical details on behalf of the JDA and suggest necessary modification / additional work needed which have to be incorporated in the reports to be submitted.

16. KEY PROFESSIONALS FOR THE REQUIRED SERVICES:

Key professional personnel required for the consultancy services for the assignment.

1. Senior Highway Engineer cum Team Leader
2. Structural Designer Expert
3. Bridge Engineer
4. Traffic Engineer
5. Pavement Specialist.

The key personnel / supporting staff shall be accessible during the entire period of project report preparation and their contact numbers to be made available.

After award of the contract JDA expects the entire proposed key professional, sub-professional / technical staff and supporting staff to be available during project period. JDA will not consider substitutions during contract implementation except under exceptional circumstances. In the case of any such substitutions of the key professional and sub- professional / technical staff, qualifications of whose should be equivalent or higher than required, the Consultant will ensure that there is a reasonable overlap between the staff to be replaced and the replacement. For each such replacement following deductions will be made.

1. Senior Highway Engineer cum Team Leader Rs. 50,000/-
2. Structural Designer Expert Rs.35,000/-
3. Bridge Engineer ,Rs. 25,000/-
4. Traffic Engineer Rs, 20,000/-
5. Pavement Specialist. Rs 20,000/

17. COMPENSATION FOR UNREASONABLE DELAY

If the consultant fails to complete the various jobs assigned to him as per the scope of the work in the given time, he is liable for compensation. He shall, without prejudice to any other right or remedy be liable for compensation @ **1% per week** (of the unexecuted amount), by the accepting authority on the contract value, maximum 10% of the contract value amount and/or debarring the firm for one year for participating in tenders.

When delay in completion of the work / part work amounts to less than a week the compensation payable shall be proportional to the number of days involved provided that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the contract value of the work.

The amount of compensation may be adjusted or set off against any sum payable to the consultant under this or any other contract with the JDA, Jaipur.

The Engineer-In-charge shall keep a watch as to whether the actual progress of work is as per the time schedule and in case the consultant defaults in achieving progress on works at intermediate stage as per this schedule and continue to do so even after one month after a notice in writing from the Engineer-In-charge, the consultant will render himself liable to action as provided above.

18. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENT.

18.1 General

The consultant shall be responsible for accuracy of the data collected, by him directly or procured other agencies/ authorities, the design, drawing, estimates and all other details prepared by him as part of these services. He shall indemnify the Jaipur Development Authority against any inaccuracy in the work which might surface during implementation of the project. The consultant will also be responsible for correcting, at its own cost and risk, the drawings including any re survey/ investigation and correcting layout etc, if required during the execution of the services.

18.2 The consultant shall be fully responsible for the accuracy for design and drawing of the bridge structure and all its related components. All the designs and drawings for bridges and structures including all their components shall be fully checked by a senior engineer, after completion of the designs, all the drawings for bridges and structures shall be duly signed by the (a) Designer (b) Senior checking engineer, and (c) Senior bridge/ Structure expert. The design and drawing not signed by the three persons mentioned above shall not be accepted. The consultant shall indemnify the client against any inaccuracy/ deficiency in the designs and drawings of the bridge and structure noticed during the construction and even thereafter and the client shall bear no responsibility for the accuracy of the designs and drawings submitted by the consultants.

18.3 The survey control points established by the consultant shall be protected by the consultant at their own cost till the completion of the consultancy services.

19. RETENTION MONEY

If variation in any of the main quantities of work including Bridge structure, Road, Drains etc total concrete quantities and reinforcing steel is more than +/- 10%, the penalty equivalent to 5% of the contract value shall be imposed. For this purpose retention money equivalent to 5% of the contract value will be forfeited. This shall exclude any additional/ deletion of items/ works ordered during the execution.

20. PENALTY

20.1 Penalty for Error/ Variation

If variation in any of the main quantities of work, cost over run beyond 5% shall be charged on the consultant for which the consultant should have necessary insurance as mentioned in clause 4.1 (ii) of Section -III, General Conditions of Contract.

20.2 Penalty for delay

In case of delay in completion of services, a penalty as specified in Clause 17 shall be imposed and shall be recovered from payments due/ performance security/ Bid Security/ Security Deposit. However in case of delay due to reasons beyond control of the consultants, suitable extension of time will be granted.

21. ACTION FOR DEFICIENCY IN SERVICES

21.1 Consultants Liability towards the client

Consultant shall be liable to indemnify the client if for any direct loss or damage accrued or likely to be accrue due to deficiency in service rendered by him.

21.2 Warning/ Debarring/ Blacklisting

In addition to the penalty as mentioned in clause 20, warning may be issued to the erring consultants for major deficiencies. In the case of major deficiencies in the DPR involving time and cost overrun and adverse effect on reputation of JDA, other penal action including debarring or Blacklisting for certain period may also be initiated as per policy of JDA.

SECTION V. TECHNICAL PROPOSAL - STANDARD FORMS

S.No	Description	Page No.
V-A	Technical Proposal Submission Form	57
V- B	Consultant's references along with completion certificates	58
V -C	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.	59
V-D	Site appreciation	60
V- E	Description of the methodology and work plan for performing the assignment.	60
V- F	Team composition and task assignments	60
V- G	Format of Curriculum Vitae of proposed key professional staff.	61
V- H	Time schedule for professional personnel.	63
V- I	Activity (work) schedule.	64

V- A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

From.....

To

Executive Engineer ROB-RUB-IV
Jaipur Development Authority
Jaipur.

Sub: - Consultancy work for feasibility study and preparation of DPR of proposed ROB with LHS at Induni Phatak on LC-214, JP-DLI, Railway Line, Jaipur _ Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your NIB dated [*Date*]. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on E procurement system in separate envelopes.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant: Address:

V- B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:	
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles):	
Name of Client:		No. of Staff:	
Address:		No. of Staff-Months; duration of assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.):	
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:			
Narrative Description of Project			
Description of Actual Services Provided by Your Staff:			

Consultant's Name : _____

**V- C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS
OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE
PROVIDED BY THE CLIENT**

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

V- D. SITE APPRECIATION

V- E. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

V- F. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl.No	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Support Staff

Sl.No	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

**V- G. FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF**

Proposed

Position:

Name

of

Consultant:

Name

of

Staff:

Profession:

Date

of

Birth:

Years with Firm/Entity: _____ Nationality:

Membership

in

Professional

Societies:

Detailed

Tasks

Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:

[Signature of staff member and authorized representative of the Consultant]

Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

V- H. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

S l. N O	Name	position	Reports Due/ Activiti es	Weeks (in the form of a Bar Chart)*												Number of weeks
				1	2	3	4	5	6	7	8	9	10	11	12	
1																Sub total
2																(1)
3																Sub total
4																(2)
																Sub total
																(3)
																Sub total
																(4)

Full-time: _____ Part time : _____

Reports Due: _____

Activities Duration : _____

Signature : _____

* The Schedule should be for the period of completion (Authorized Representative) of assignment

Full Name: _____

Title: _____

Address: _____

V- I. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

Sl. No	Item of Activity (work)	Week wise Program (in form of Bar Chart) ++ <i>[1st, 2nd, etc. are weeks from the start of assignment]</i>											
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th

++ The Program should be period of completion of assignment.

/

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
<u>PHASE-I</u>	
1. Inception Report	
2. Draft Feasibility Report	
3. Final Feasibility Report	
<u>PHASE-II</u>	
1. Draft Detailed Project Report (DDPR)	
2. Final Detailed Project Report	
3. Bid documents	

* *MODIFY AS REQUIRED FOR THE ASSIGNMENT*

**SECTION – VI
FINANCIAL PROPOSAL
STANDARD FORMS**

Sl.No.	Description	Page No.
VI A	Price Bid	
VI B	Format for Financial Bid	
VI C	Form of Bid	

SECTION – VI
VI A - PRICE BID

From

To

The Executive engineer ROB-RUB -IV
Jaipur Development Authority
Jaipur.

Sir,

Sub: Consultancy work for feasibility study and preparation of DPR of proposed ROB
with LHS at Induni Phatak on LC-214, JP-DLI, Railway Line, Jaipur
Ref: No.... /

I / We..... Consultant / Consultancy

firm herewith enclose price proposal for selection of my / our firm organization as

consultant for

Yours faithfully,

Signature_____

Full Name

Address

(Authorised Representative)

SECTION – VI
FINANCIAL PROPOSAL – STANDARD FORMS
FORMAT FOR FINANCIAL BID (VI B),
(To be filled On Line Only)

FROM

To:

The Executive Engineer ROB-RUBIV
JDA Jaipur.

Sir:

Sub: Consultancy work for feasibility study and preparation of DPR of proposed ROB with LHS at Induni Phatak on LC-214, JP-DLI, Railway Line, Jaipur

We, the undersigned, offer to provide the consultancy services for the above work in accordance with your bid document dates (date), and our bid (technical and financial bids). Our attached financial bid is for the sum, of (Amount in words and figures). This amount is inclusive of all taxes except service tax which will be paid separately as per the rates in vogue.

S.No.	Particulars	Qty	Unit	Rate / Cost of Work (₹)		
				Lump sum Cost per job work in figures	Lump sum Cost per job work in words	Amount.
1	Consultancy work for feasibility study and preparation of DPR of proposed ROB at Induni Phatak on LC-214, JP-DLI, Railway Line, Jaipur	1	Job work			
	Total ₹					

Note :

- 1. The bidder should quote Lump Sum rates inclusive of all taxes except GST which will be paid extra as per actual.**
- 2. The rates quoted should also be inclusive of requisite number of site visits, cost of Proof Checking by IIT or MNIT.**

3. The breakup of payment will be as per Clause 12.3 of Section IV,TOR.

4. After award of work, the consultant will submit the feasibility report first, if found OK then only consultant will be asked to go ahead for DPR. In such a case payment will be done upto the stage of Feasibility Report only and no claim for further work of DPR will be accepted.

Total quoted fee is Rs._____(In words_____). Our financial bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. (120 days from Due Date for Receipt of Bids).

We undertake that in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We remain,

Yours sincerely,

Name and Title of Signatory:

Name of Firm: and Address

SECTION – VI
FORM OF BID (VI C)

To
The Executive Engineer ROB-RUB-IV,
J.D.A. Jaipur.

Sir,

I / We.....do hereby Bid and, if this Bid be accepted Under
take to execute the following consultancy works, viz Consultancy work for feasibility
study and preparation of DPR of proposed ROB with LHS at Induni Phatak on LC-214,
JP-DLI, Railway Line, Jaipur
as per the terms of reference and Conditions of Contract.

I/We.....have completed the Price Bid in words and figures for which
I/We.....agree to execute the work.

I / We.....Agree to keep the offer in this Bid valid for a period of 120
days mentioned in the Instructions to Bidders and not to modify the whole or any part of it
for any reason within the above period. We understand that if the Bid is withdrawn by me /
us for any reason whatsoever, the earnest money deposited by me / us will be forfeited to
the JDA.

I / We.....hereby distinctly and expressly declare and
acknowledge that before the submission of my /our Bid, / We.....have
carefully followed the invitation to Bids and Instructions to Bidders and have read the
Conditions of Contract, Terms of Reference and that I / We.....have
made physical inspection of the location where the said work is to be done, and such
investigation of the work required to be done, and in regard to the material required to be
furnished as to enable me / us to thoroughly understand the intention of same and the
requirements, covenants, agreements, stipulations and restrictions contained in the
Contract, and in the Terms of Reference; and distinctly agree that I/We
.....will not hereafter make any claim or demand upon the JDA /
Government, based upon or arising out of any alleged misunderstanding or misconception
or mistake on my / our part of the said requirements, covenants, agreements, stipulations,
restrictions and conditions.

I/We.....enclose herewith a crossed Demand Draft / Bank
Guarantee for the payment of the sum of Rs.(Rupees
.....) as earnest money not to bear interest. If my / our Bid is not
accepted, this sum shall be returned to me / us on my / our application when intimation sent
to me / us of rejection or at the expiration or at the expiration of one month / two months /
three months after the last date prescribe for the receipt of Bids, whichever is earlier. If my
/ our Bid is accepted, the earnest money shall be retained by the JDA / Government as

security for the due fulfillment of the Contract, If upon written intimation to me / us by the JDA / Executive Engineer ROB-RUB-IV I/ We.....fail

to attend the said office on the dated therein fixed or if upon intimation being given to me / us by the JDA / Director Engineering-I / Executive Engineer ROB-RUB-IV of acceptance my/our Bid, I/We.....fail to make the additional security deposit (where a Bank Guarantee is furnished towards the Earnest Money Deposit, a fresh Bank Guarantee for the total security deposit shall be furnished for the period of completion and defects liability period the original Bank towards Security) or to enter into the required agreement as defined in the Bid documents I / We.....agree the forfeiture of the earnest money. Any notice required to be served on me / us by post to (registered or ordinary) or left at my / our address given herein. Such notice shall sent by post be deemed to have been served on me / us at the time when in due course of post it would be delivered at the address to which it is sent.

I/We.....fully understand that the written agreement to be entered into between me / us and the JDA / Government shall be the foundation of the rights of both the parties and the Contract shall not be deemed to be complete until the agreement has first been signed by me / us and then by the proper officer authorized to enter into contract on behalf of JDA / Government.

I / We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated this.....day of20.....
Signature.....in the Capacity of.....duly authorized to sign
the Bid for an on behalf of (Block Capitals)

Name of Witness.....Address.....

(Signature of Witness)
JDA

SECTION - VII
CONTRACT FOR CONSULTANT'S SERVICES

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200____, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultants").

[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows]

“.....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")”]

WHEREAS (a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) The Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A : Description of the Services -----

Appendix B : Reporting Requirements -----

Appendix C : Key Personnel -----

Appendix D : Services and Facilities to be provided by the Client -----

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF
CONSULTANT]

By
(Authorized Representative)

[*Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner :*]

FOR AND ON BEHALF OF EACH OF THE
MEMBERS OF THE CONSULTANTS

[Name of Member]
By
(Authorized Representative)

[Name of
Member] By
(Authorized
Representative) etc.

Form of Letter of Acceptance

From:

To

Gentlemen,

Sub: - Bid for.. ..

Ref: - Your Bid for the above work

* * * * *

Kindly refer to your letter No. dated.
..... forwarding your Bid in response to Invitation to Bid
No.....

You are hereby informed that the referenced Bid is accepted.

You are requested to furnish the security deposit in the form specified in the Conditions of Contract within seven days of the receipt of this letter and are also requested to be present all the Office of the Executive Engineer (ROB-RUB-IV), JDA for execution of Contract documents along with non judicial stamp paper are per conditions of contract.

The Contract will be governed by the Conditions of Contract as set out in the Bid documents subject to modifications accepted by JDA.

Please return this copy duly accepted and signed.

Form of Agreement

THIS AGREEMENT is made on theday of20 between name of Employer)of (mailing address of Employer)hereinafter called “the Employer”, of the one part and (name of Contractor)..... (hereinafter called” the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain work should be executed, viz(brief description of Works)..... and has, by Letter of Acceptance dated(dated of Letter of Acceptance).....accepted a Bid by the Contractor for the execution, completion and maintenance of such Works, NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) this Form of Agreement;
 - b) Section I: Notice Inviting Bid
 - c) Section II: Instructions to Bidders
 - d) Section III: General Conditions of Contract
 - e) Section IV: Terms of reference
 - f) Section V: Price bid, Format for Financial Bid, Form of Bid, Bid appendix, Form of Letter of Acceptance, Form of Bank Guarantee for Security Deposit, form of agreement.
 - g) Section VI: Schedules of Supplementary Information
 - Schedule A - Form of Bank Guarantee for EMD
 - Schedule B - Income Tax PAN No.
 - Schedule C - Project Experience Record
 - Schedule D - Methodology of Work
 - Schedule E - Activity Schedule
 - Schedule F - Equipment
 - Schedule G - Bio-data of Technical Personnel for the work
 - Schedule H - Record of arbitration and Litigation
 - Schedule I - History of Criminal cases
 - Schedule J - Form of General Power of Attorney
 - Schedule K - GPA Affidavit
 - Schedule L - Affidavit

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
4. in consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provision of the Contract.
5. the Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works the Contract Price at the time and in the manner prescribed by the Contract.

In witness where of the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Signed, Sealed And Delivered.

By the said

By the said

Name

Name.....

On behalf of the Contractor

On behalf of the Contractor

In the presence of:

In the presence of:

.....
Name

.....
Name

Address.....

Address.....

Section VIII

SCHEDULE – B Income Tax and PAN No. Identification and financial data sheet

Audited Financial Statements (Balance sheet and profit and loss account) for the last five years (Preceding last financial year) including Contingent Liabilities and Projects in progress duly certified by the Chartered Accountant in the format enclosed illustrative example is also enclosed for guidance).

Financial statement (Balance sheet and Profit and loss account) for the previous financial year including liabilities and contingent liabilities and projects in progress in the same format as above (in case audited accounts are not available)

Financial statement (balance sheet and profit and loss account) for the latest financial position (2 to 3 months prior to Bid date) including liabilities, contingent liabilities in the same format as above.

Solvency Certificate for each of the five years from Bank Certificate for credit limits from Bank.

Note:

If the Bidder is a company, annual reports of the financial of the last five financial years, along with audited report under the companies act shall be furnished.

In case the Bidders other than the companies, if the turnover in any of the above financial years exceeds Rs.40/- lakhs per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If the audited reports under section 44 AB of Income Tax are not furnished for every year, it will be deemed that the turn over for that year was less than Rs. 40 lakhs.

In case of Bidders other than the companies, if the turn over in any of the above financial years does not exceed Rs. 40 Lakhs per annum, the following certificate shall be given by the Chartered Accountants for every year for the Profit and Loss Account and the Balance sheet. "We have audited the above Profit and loss account / Balance sheet of

_____ as _____ on _____
_____ for the financial year ending _____ and in our opinion the said accounts give a true and fair view. The said balance sheet and profit and loss account are in agreement with books of accounts and returns produced and that we have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of the audit."

Originals of the certificates shall be produced at the time of opening Bids.

BALANCE SHEET					
	(Rs. Lakhs)				
Liabilities	31-03-2018	31.03.17	31.03.16	31.03.2015	31.03.2014
1.Paid up Capital					
2.Reserves and Surplus					
3.Borrowings:					
3.1 Term loan from Fis					
3.2 Working Capital Loans					
3.3 Other Loans					
3.4 Interest Accrued & Due on Loans					
Sub – total					
4. Current Liabilities & Provisions					
4.1 Creditors for Materials					
4.2 Advances on Contracts					
4.3 Provisions					
Sub Total					
TOTAL					
Assets					
5. Fixed Assets - Gross Block					
Less Cumulative Depreciation					
Net Fixed Assets					
6. Capital Work-in-Progress					
7. Investments					
8.Current Assets, Loans, Advances					
8.1 Inventories					
8.2 Sundry Debtors					
8.3 Cast and Bank Balance					
8.4 Loans and Advances					
Sub-Total					
9.Expenses and losses to the					
Extent not written off					
TOTAL					
Financial Indicators:					
*Networth					
*Current Ratio					
*Liquid Ratio					
*Capital Employed					
*Debt : Equity Ratio					
PROFIT&LOSSACCOUNT Rs Lacs					
INCOME	2018-19	2017-18	2016-17	2015-16	2014-15
1.Income From Operations					
2.Other Income					

TOTAL**EXPENDITURE**

3.Materials

4.Salaries and Wages

5.Administrative ad Other Exp.

6.Interest

7.Depreciation

8.Deferred Revenue Exp.w/o

9.Other Expenses w/o

10 TOTAL Expenditure**11. Profit Before Tax**

12.Less Income tax

13. Profit After Tax

14. Prior Period Adjustments 15.Extra-ordinary
Items

16.Profit Available For Appropriations

17. Less Dividend

18.Retained Profit Financial Indicators :

*Profit Before Tax To : Capital Employed

(%) Net Worth (%)

Sales (%)

Earning Per Share (Rs.)

*Cash Generated from Operations

SCHEDULE – C

Project Experience Record

S.No.	Name of Work	Client	City	Consultancy Work Cost	Date of commencement	Actual date of Completion	Reference of Completion certificate given by Client.
1	2	3	4	5	6	7	8

Signature of Bidder

SCHEDULE – D

METHODOLOGY OF WORK

SCHEDULE – E

ACTIVITY SCHEDULE

SCHEDULE – F

EQUIPMENT

SCHEDULE – G

(See Clause 16 of Section IV, TOR)

BIO-DATA OF TECHNICAL PERSONNEL OF THE WORK

- a) S.No. :
- b) Name :
- c) Designation :
- d) Qualifications :
- e) Duration of employment with Consultant ;
- f) Years of professional experience :
- g) Experience on works of similar nature during employment with Consultant, and previous employment, if any.
- h) Position & Responsibility for the present work

Signature of Bidder

SCHEDULE – H

Record of Arbitration & Litigation

The Consultant shall record chronologically any disputes he has had with any of his previous Clients during the last 10 years, indicate whether arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

S no	Project Identification and Location	Name and Address of Client, tel & fax	Nature of Dispute					
			Description	Arbit'n Litigat'n	Period From- To	Amount Claimed (lakh Rs).	Result	In favour of Client / Contractor

Name :
Signature:
Seal of Company

Date:
Designation:

SCHEDULE – I

History of criminal cases

S no	Name of Police Station	Town or Village and District	FIR No & Date	Details of the charges	Stage of the case/Result

Name : _____

Signature : _____

Date : _____

(Seal)

Designation : _____

SCHEDULE – J
FORM OF GENERAL POWER OF ATTORNEY

By this power of Attorney, I/We, S/o.
..... Aged about Years, R/O.
.....
Partners of having its registered office at
..... hereby appoint
..... Aged about Years S/o.
..... as our lawful attorney on behalf of the company, to
do and execute all or any of the following acts, deed and things, that is to say :

- 1) To apply for, obtain and renew all licenses, permits, etc. that are necessary for carrying on the said business.
- 2) To submit all statements, returns, etc. to proper authorities as required by any law or rule in force and to verify the same by production of documents and papers.
- 3) To appoint, employ, dismiss or discharge any agent, broker, office, clerk, peon, or any other person at such remuneration, commission, or salary, as the said attorney thinks fit.
- 4) To draw, accept, endorse, negotiate or pay any bill of exchange, hundi, promissory note, cheque, draft, railway receipt, bill of lading or other instrument which may be deemed necessary for carrying on the said business.
- 5) To open and operate bank accounts in any bank or banks in the name of the firm and/or to authorise any person or persons to operate the above bank account.
- 6) To borrow or raise loans from time to time, such sums of money, from any individuals, recognized financial institutions such as Banks, Rajasthan State Financial Corporation, Industrial Development Corporation etc. and upon such terms as the said attorney may think fit upon the security of any of the properties of the firm Whether movable or immovable and for such purpose to execute such document or documents as may be necessary for securing the repayment of such loan or loans.
- 7) To negotiate, enter into any bargain, do all acts, things or execute any deeds or documents or other instruments or assurances as may be necessary for selling, mortgaging or purchasing any movable or immovable property, from any individual, recognized financial institutions such as Banks and Financial Corporation, Industrial Development Corporation etc. and upon such terms as the said attorney may thinks fit.
- 8) To institute contest, compound, submit to arbitration all suits proceedings, claims, demands etc. arising in course of or in relation to the aforesaid business.
- 9) To execute and sign in our name individually or collectively and on our behalf any document, letter or deed in respect of to carry on the

business effectively.

And I/We hereby agree to ratify and confirm all and whatsoever our said attorney shall lawfully do or cause to be done by virtue of this deed.

In witness whereof, I/We the said partners has hereto signed at..... On this the

WITNESSES :

Name of Partner

Signatures

1.

1.

1.

2.

2.

3.

3.

2. Date :

SCHEDULE – K
GPA AFFIDAVIT

I/We _____ certify that the information furnished under Schedule F, G, H, I, J, K, and L is true and agree that my / our Bid shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I / We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Bidding for the same work/s and had quoted unreasonable high Bid premium. In addition I/we shall be blacklisted and the work be taken over invoking clause no 60(a) of the General conditions of contract and conditions of particular application.

I/We _____ agree to be disqualified for Bidding further works in the JDA if I/We _____ withdraw my/our Bid without a valid reason (to be decided by the Authority competent to accept the Bid).

I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the Bid.

I/We _____ accept that my / our Bid shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Bid.

I/We _____ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We _____ will abide by the action taken by the JDA / Rajasthan Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.

I/We _____ certify that the following addenda issued by the JDA have been received by me/us and incorporated in my/our Bid.

dated

dated

dated

(Add if the addenda issued are more than 3)

1. Further I/We _____ certify that no near relatives (as defined in It 3.3 (e)) are working in the JDA.
2. I / We _____ also agree to undertake to keep accurate and system of accounts records and furnish the same (including that of sub-contractor) and agree to reimburse JDA any excess amount claimed by me / us over and above my / our entitlement .

Dated this day of 20 ..

Signature in the capacity of duly
authorized to sign the Bid for and on behalf of

.....
(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :

SCHEDULE – L
AFFIDAVIT

2. I/We _____ certify that the information furnished in schedules E, F, G, H, N, J and K is true and agree that my / our Tender shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I / We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Tendering for the same work/s and had quoted unreasonable high Tender premium. In addition I/we shall be blacklisted and the work be taken over invoking clause no 60(a) of the General conditions of contract and conditions of particular application.
3. I/We _____ agree to be disqualified for Tendering further works in the JDA if I/We _____ withdraw my/our Tender without a valid reason (to be decided by the Authority competent to accept the Tender).
4. I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the Tender.
5. I/We _____ accept that my / our Tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Tender.
6. I/We _____ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We _____ will abide by the action taken by the JDA / Rajasthan Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.
7. I/We _____ certify that the following addenda issued by the JDA have been received by me/us and incorporated in my/our Tender.
 - i. _____ dated _____
 - ii. _____ dated _____
 - iii. _____ dated _____

(Add if the addenda issued are more than 3)
8. Further I/We _____ certify that no near relatives (as defined in It 3.3 (e)) are working in the JDA.

9. I / We _____ also agree to undertake to keep accurate and system of accounts, records and furnish the same (including that of sub-contractor) and agree to reimburse JDA any excess amount claimed by me / us over and above my / our entitlement as per Clause – 6 of the General Conditions of contract.

Dated this day of 20 ..

Signature in the capacity of duly
authorized to sign the

Tender for and on behalf of

.....
(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :

SECTION- IX

ADDENDA Issued by , JDA (if any)

(Contractor shall enter the particulars of addenda issued by the JDA and enclose the addenda to the Bid in sealed cover at the time of submitting the Bid.

S.No.

Date of Issue

UNDERTAKING FOR NOT BLACKLISTED

(See Clause 8.2.2 of ITB)

(To be submitted by bidder On a Non Judicial Stamp of Rs 10/- and duly attested by Notary Public)

We.....(Name of Firm) do hereby undertake that:

1. We have not been Blacklisted or Deregistered or Debarred by any Central/ State Government / Public Sector Undertaking or, Autonomous Bodies etc.
2. None of our work has rescinded by the client after award of contract during last Three years.
3. We have not left any work incomplete assigned by any Central/ State Government or Public Sector Undertaking, Autonomous Bodies etc. in the last three years.

Stamp and Signature of Authorized Signatory

[Note: To be furnished on appropriate non-judicial stamps.]

(To be given on Non Judicial Stamp Paper of Rs 10/-)

AFFIDAVIT

I/We.....Proprietor/Partner/Authorize
signatory of M/s under take the oath that the
information furnished by me/us in schedule I to VII of the assessment Bid for
.....
..... is correct to the best of my/our knowledge. If any information is found to
be incorrect JDA has right to reject the Bid and to take action against me/us as per rules.

.....

Proprietor/ Partner/ Authorized signatory

M/s

.....

(Refer clause 4 of Section II, Instruction to Bidders)

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

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

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

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

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

(Refer clause 4 of Section II, Instruction to Bidders)

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice inviting Bids No.....Dated.....
I/wehereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that :

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

Date : Signature of bidder

Place : Name:-

Address:-
Designation

(Refer clause 4 of Section II, Instruction to Bidders)

Grievance Redress during Procurement Process.

The designation and address of the First Appellate Authority is **JDC, JDA, Jaipur.**

The designation and address of the Second Appellate Authority is **Executive Committee of JDA, Jaipur.**

(1) Filing an appeal:-

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

- (2)** The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3)** If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeals not to lie in certain cases:-

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement
- (b) Provisions limiting participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of confidentiality

(5) From of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Signature of Bidder.

FORM No. 1

[see rule 83]

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

Appeal No..... of
Before the.....(First/Second Appellate authority)

- 1- Particulars of appellant :
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
- 2- Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
- 3- Number and date of the order appealed against and name and designation of the Office/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
- 4- If the Appellant propose to be represented by a representative the name and postal address of the representative:
- 5- Number of affidavits and documents enclosed with the appeal:
Grounds of appeal :
(Supported by an affidavit)
- 6- Prayer :
Place :
Date :

Appellant's Signature

(Refer clause 4 of Section II, Instruction to Bidders)

Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial Bids on the following basis:

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

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

2. Procuring Entity's Right to Vary quantities.

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder

shall not be entitled to any claim or compensation except otherwise provide in the conditions of contract.

- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one bidder at the time of award (In case of procurement of Goods):-

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

Signature of Bidder