



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

BID DOCUMENTS

NIB No. : EE-(Project-I)/ 01/2020-21

**Consultancy for preparation of
“DETAIL PROJECT REPORT FOR
CONSTRUCTION OF ROB AT CIVIL LINES RAILWAY
CROSSING, JAIPUR”**

JAIPUR DEVELOPMENT AUTHORITY

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

Website: www.jaipurjda.org

INTRODUCTION

1.1 Background

1.1.1 Jaipur Development Authority propose to construct ROB at Civil Lines Railway Crossing, Jaipur. The proposed Project involves construction of Elevated structure from Bhawani Singh Marg to Jacob road with an up ramp from Parivahan Marg. The work is inclusive of work in railway portion.

1.1.2 This is a Lump Sum Least Cost based bid for the preparation of detailed project report for this work.

In pursuance of the above, the JDA invites bids for **“Consultancy for preparation of Detail Project Report for construction of ROB at Civil Lines Railway Crossing, Jaipur”**

1.1.3 ” (the **Project**) through **Competitive Bidding at e-procurement**. The consultant shall appraise the ‘Project’ in accordance with Terms of Reference specified at **Schedule - 1** (the “TOR”).

1.2 Bid

The JDA invites Bids for preparation of Detail Project Report for **“Consultancy for preparation of Detail Project Report for construction of ROB at Civil Lines Railway Crossing, Jaipur”** (the “Project”).

1.3 Due diligence by bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the bids

1.4 Bid Procedure

The bidding will be as per procedure at <http://eproc.rajasthan.gov.in> only.

The bidders should further note that the provisions of RTPP Act 2012 & Rules 2013 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 & Rules 2013 and Rules thereto, the later shall prevail.

1.5 Validity of the Proposal

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

1.6 Brief description of the Selection Process

The JDA has adopted a two stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in designated envelopes at <http://eproc.rajasthan.gov.in> only . In the first stage, a technical evaluation for conformity will be carried out as specified in Clause 3.1. The financial bid of only those firms who qualify the technical bid criteria will be opened. The selection will be on Least Cost basis thereafter.

1.7 Schedule of Process

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name : Executive Engineer(Project-I), Jaipur Development Authority ➤ Address : Room No. 101, Main Building, First Floor, JDA Campus, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan) ➤ Email : vivjda@gmail.com
Subject Matter of Procurement	“Consultancy for preparation of Detail Project Report for construction of ROB at Civil Lines Railway Crossing, Jaipur”
Bid Procedure	➤ Post qualification open competitive bidding as per eBid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	➤ Least Cost based
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites : www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jaipurjda.org
Website for online Bid application and payment	<ul style="list-style-type: none"> ➤ Website : www.jaipurjda.org ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. ➤ Bidding Document fee : Rs 1000.00/-Rupees (One Thousands only) ➤ RISL Processing Fee : Rs 1000.00 (Rupees One Thousand only) ➤ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 30.00 Lacs (Rupees Thirty Lacs only)
Bid Security Deposit	➤ Amount (INR) :Rs 60000.00 (Rs 15000.00 for Bidder registered as contractor in JDA,
Start/End date for Bid Applying, Online Payment and Bid Submission	<ul style="list-style-type: none"> ➤ Start Date. From 26.05.2020 ➤ End date :. upto 05.06.2020 6.00 PM
Date/Time? Place of Technical Bid Opening	➤ 08.06.2020 at 11.00 AM in Room No. 101, First Floor, Main Building, JDA Campus, Jaipur.
Date/Time/Place of Financial Bid Opening	<ul style="list-style-type: none"> ➤ Date will be informed on E Proc portal after evaluation of Technical Bids. ➤ E.E.(Project-1), Room No. 101, First Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Negru Marg, JDA, Jaipur- 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time period of completion of work	➤ 03 months
Job No.	➤ 287/10.09.2014

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

Note :-

1. Bidder (authorized Signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay tender Fee, BSD, and RISL Processing Fee, Online (Subject to Confirmation) his Bid shall not be accepted.
3. To participate in online bidding process, bidders must procure a digital signature Certificate (Type III) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCs safecrypt, Ncode etc. Bidders who already have a valid Digital signature Certificate (DSC) need not procure a new DSC. Also bidders must register on <http://eproc.rajasthan.gov.in> (Bidders already registered on <http://eproc.rajasthan.gov.in> before 30.09.2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are in their own interest requested to upload the complete bid well in advance in time so as to avoid 11th hour issues like slow speed: chocking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer “Bidders Manual Kit” available at eproc website for further details about the e-tendering process.
6. Training for the bidders on the usage of e-tendering system (e-procurement) is also being arranged by DoIT & C, GoR on a regular basis. Bidders interested for training may contact e-procurement Cell, DoIT & C for booking the training slot.
Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in .
Address : E-Procurement Cell, JDA Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding documents (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPP Act 2012 & Rules 2013 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 & Rules 2013 and Rules thereto, the later shall prevail.

Executive Engineer (Project-I),
JDA, Jaipur

1.11 Communications

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

**Executive Engineer (Project-1),
MB –FF-101, First Floor, Main Building,
Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Negru Marg,
Jaipur- 302004 (Rajasthan)
Email- viveksharma.jda@rajasthan.gov.in**

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

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

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

2.1.2 Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the **JDA** through the Selection Process specified in this bid document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given.

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

2.2 Eligibility Criteria of Bidders

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

2.2.2 To be eligible the bidder shall fulfil the following:

(A) **Financial Capacity:** The bidder should demonstrate an Average Annual Turnover of **Rs. 1 crore** (Rupees One Crore) (from consultancy work only) during last 5 (five) financial years preceding the current year. For explicit purposes the Financial Years under consideration are 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20. The Financial Capacity should be demonstrated through a Certificate from a Chartered Accountant/Statutory Auditor or Company Secretary/Chief Financial officer of the Bidder.

(B) **Technical Capacity:** The Bidder should have successfully completed at least Three (3) assignments in the domain of Consultancy Services for preparation of DPR for Elevated structures costing more than 50.0 Cr. and the work should have been executed. Eligible

Assignments For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this head, consultancy assignments in respect of preparation of detailed project report of ROB, Elevated Bridge Structure, Major Bridges etc will be considered.

- (C) The present price level for turnover, cost of completed work of similar nature, the previous year's value shall be given weight age of 10% per year as follows:- (i) Present year – 2019-20 1.00 (ii) For last year – 2018-19 1.00 (iii) For year – 2017-18 1.10 (iv) For year – 2016-17 1.21 (v) For year – 2015-16 1.33 (vi) For year – 2014-15 1.46

(D) Joint Venture is not allowed.

- 2.2.3 Any entity which has been barred by the Government of India, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.
- 2.2.4 The Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

2.3 Conflict of Interest

- 2.3.1 The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**") as per **RTPP Act 2012 & Rules 2013**. Any Bidder found to have a Conflict of Interest shall be disqualified.

2.4 Number of Proposals

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

2.5 Cost of Proposal

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

2.6 Site visit and verification of information

The bidders should ascertain for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the

JDA, and collection of preliminary data required, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Bidder

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

- (a) made a complete and careful examination of the Bid Document;
- (b) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Document or furnished by or on behalf of the JDA or relating to any of the matters referred to in Clause 2.6 above;
- (c) acknowledged that it does not have a Conflict of Interest; and

2.8 Right to reject any or all Proposals

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

B. DOCUMENTS

2.9 Contents of the bid document

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

- 1 Introduction
- 2 Instructions to Bidder
- 3 Criteria for Evaluation

Schedules

- 1. Terms of Reference**
- 2. Form of Agreement**
 - Annex-1 : Terms of Reference
 - Annex-2 : Payment Schedule

2.11 Amendment of Bid Documents

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

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

C. PREPARATION AND SUBMISSION OF BID

2.12 Language

The bid with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this Bid Document.

Format and signing of Proposal

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

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

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

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

2.14 The Proposal

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

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

- (a) The tender Fee, Bid Security, and RISL Processing Fee, Online is provided;
- (b) All forms are submitted in the prescribed formats
- (c) Power of Attorney
- (d) The proposal is responsive in terms of RTPP Act & rules.

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

- 2.14.4 The **JDA** reserves the right to verify all statements, information and documents, submitted by the Bidder. Any such verification or the lack of such verification by the **JDA** to undertake such

verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the **JDA** there under.

- 2.14.5 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Documents, be liable to be terminated, by a communication in writing by the **JDA** without the **JDA** being liable in any manner whatsoever to the Bidder, as the case may be.

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

2.15 Financial Proposal

- 2.15.1 Bidders shall submit the financial bid clearly indicating the total cost of the Consultancy .

- 2.15.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial bid.
- (ii) All payments shall be subject to deduction of taxes at source as per Applicable Laws.

Department is exempted from payment of GST for consultancy work.

2.16 Submission of Bid

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

2.19 Modification/ substitution/ withdrawal of Bids

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

2.20 Bid Security.

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

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jaipurjda.org (by depositing Rs 500.00 online, the validity of which remains 3 (three) years.)

For participating in the Bid, the Bidder has to apply for this Bid and pay the bid Document Fee, RISL Processing Fee and Bid Security Deposit online only.

2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing online amount

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

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

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

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

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

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

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

- (a) If an Bidder engages in any of the Prohibited Practices specified in RTTP Act 2012 & Rules 2013
- (b) If an Bidder withdraws its Bid during the period of its validity as specified in this Bid Documents and as extended by the Bidder from time to time;
- (c) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

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

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

2.21.1 A Proposal shall be considered responsive only if:

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

2.21.5 After the evaluation, the **JDA** shall prepare a list of pre-qualified Bidders for opening of their Financial Proposals. The **JDA** will not entertain any query or clarification from Bidder who fail to qualify at any stage of the Bidding Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3.

2.22 Deleted

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

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

E. APPOINTMENT OF CONSULTANT

2.24.1 Indemnity

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

2.25-2.16 deleted

2.27 Award of Consultancy

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

2.28 Execution of Agreement

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

2.29 Commencement of assignment

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

2.30 Proprietary data

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

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Proposals

3.1.1 Proposals of only those Bidders who satisfy the Conditions of Eligibility (*Clause 2.2-Instructions to Bidder*) will be considered for financial evaluation.

3.3.1 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 selection will be Least Cost basis.

Schedules

M. DELIVERABLES

Deliverables for “the project” is as under:

The Consultant shall deliver the following as per TOR during the course of this Consultancy. Each deliverable shall include drawings, plans, reports, photographs and such other documents that generally comprise deliverables for similar consultancy work internationally by way of best practices. The deliverables shall include: (Detailed out in Section TOR)

Key Date No.	Prescription of Deliverables	M* refers to date of signing the contract next figure indicate week
KD1	Submission of inception report, Topographical Survey preliminary GAD & Design Report.	M+2
KD2	Submission of Sub surface utilities plan & associated deliverables.	M+3
KD3	Submission of Final GAD & Environmental Assessment Report and Environmental Management Plan (EMP)	M+4
KD4	Submission of 3D walkthrough, physical model and photograph.	M+6
KD5	Submission of Detailed Design & Drawings for proof Check	M+8
KD6	Submission of BOQ alongwith detailed estimates & rate analysis.	M+10
KD7	Submission of Bidding Document & remaining TOR items	M+12
KD8	Site visits by Team Leader as per requirement till actual completion of the project.	M + Actual Project completion

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

O. TIME AND PAYMENT SCHEDULE

The total duration for preparation of “the Project” shall be 3 months. Site visits by Team Leader will be as per requirement till actual completion of the project.

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

Key Date No.	Prescription of Deliverables	Payment (% of the total Contract Value)
KD1	Submission of inception report, Topographical Survey preliminary GAD & Design Report.	10 %
KD2	Submission of Sub surface utilities plan & associated deliverables.	10 %
KD3	Submission of Final GAD & Environmental Assessment Report and Environmental Management Plan (EMP)	10 %
KD4	Submission of 3D walkthrough, physical model and photograph.	10%
KD5	Submission of Detailed Design & Drawings for proof Check	15 %
KD6	Submission of BOQ alongwith detailed estimates & rate analysis.	15 %
KD7	Submission of Bidding Document & remaining TOR items	15 %
KD8	Site visits during execution of the work	15 %

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

Q. COMPLETION OF SERVICES

All the consultancy reports as indicated in the Deliverables in section “N” of TOR. The report shall remain the property of the **JDA** and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the **JDA**. The Consultancy shall stand completed on acceptance by the JDA of all the Deliverables of the Consultant. The consultant will be bound for 12 site visits during execution of the contract for addressing emerging issues related to design / design issues in execution of the project. Additional visits required will be paid Lump Sum @ Rs. 5000.00 per visit. The JDA Representative shall issue a certificate to that effect.

Schedule 1

TERMS OF REFERENCE (TOR) (N)

Consultancy Services for Consultancy for preparation of Detail Project Report for construction of ROB at Civil Lines Railway Crossing, Jaipur

1. SCOPE OF WORK:

- 1.1 Jaipur Development Authority invites proposal from Technical consultants for carrying out detailed project report for the work of Consultancy for preparation of Detail Project Report for construction of ROB at Civil Lines Railway Crossing, Jaipur
- 1.2 The consultancy services and the standards of output required from the appointed consultants are of international level both in terms of quality and adherence to the agreed time schedule. The consultancy firm will solely be responsible for submission of quality work in stipulated period.
- 1.3 JDA will provide Concept alignment to the consultant on google map. The copy of the same is enclosed with bid documents for reference. The alignment is only indicative & final alignment need to be developed by the consultant.
- 1.4 The Detailed Project Report (DPR) would inter-alia include detailed Topographical survey, Geo technical examinations, design of Elevated structure, design of service roads, quantities of various items, detailed working drawings, detailed cost estimates, environmental and social feasibility, social and environmental action plans as appropriate and documents required for tendering the project on competitive bidding as per RTPP act 2012 & rules 2013.
- 1.5 The Consultant will extend all co-operation to proof check consultant appointed by JDA at its sole discretion located in any part of India for the structural design including all pursuance required for the work. However the fee of the concern Institute / agency of proof check will be directly borne by JDA.
- 1.6 The DPR consultant should ensure detailed project preparation incorporating aspects of value engineering, quality audit and safety audit requirement in design and implementation. The Consultant shall ensure to get the Road Safety Audit from competent agency at various stages as per annexure 1.
- 1.7 The consultant will provide digital walkthrough, 3 D conceptual photographs of the project & physical model of very high standard in size of 6' x 4'.
- 1.8 Environmental Impact Assessment, Environmental Management Plan and Rehabilitation and Resettlement Studies shall be carried out by the Consultant meeting the requirements of the lending agencies like ADB/ World Bank/NCRB, etc. The consultant may appoint sub consultant empanelled by ADB/ World Bank/NCRB, etc for the purpose.
- 1.9 The structures should be 2-lane structures for one side traffic (4 lane for to & fro traffic) supported on single piers so that the road underneath serves as effective service roads on both sides.
- 1.10 Adequate pedestrian facilities will be provided. This shall be as far as possible raised to make pedestrian movement convenient and safe. Depending on the site conditions, feasibility of clubbing the crossing facilities through service roads shall also be explored. Further, the bed level of these crossings shall not be depressed as any such depression, in the absence of proper drainage facilities

becomes water-logged rendering the same unusable. Ideally, the bed level of the crossings should be a bit higher with proper connectivity to a drain, which could serve the drainage requirements of the main carriageway, the underpass and the service road as well. Pedestrian Railway underpass will be provided as per Railway Standards.

- 1.11 The provision of embankments shall be kept minimum so as to save land. However, economic considerations may also be given due weightage.
- 1.12 The Consultant will also make suitable proposals for widening/improvement of the existing road and strengthening of the carriageways, as required at the appropriate time to maintain the level of service over the design period.
- 1.13 All ready to implement ‘good for construction’ drawings shall be prepared incorporating all the details.
- 1.14 The consultant will prepare Bid Document incorporating department norms & conforming to RTPP act 2012 & rules 2013.

2 Standards and Codes of Practices

- 2.1 Standards and Codes of Practices: All activities related to field studies, design and documentation shall be done as per the latest guidelines/ circulars of MoRT&H and relevant publications of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS). For aspects not covered by IRC and BIS, international standards practices, may be adopted. The Consultants, upon award of the Contract, may finalize this in consultation with and reflect the same in the inception report.
- 2.2 All notations, abbreviations and symbols used in the reports, documents and drawings shall be as per IRC:71.

3 Topographic Surveys

The basic objective of the topographic survey would be to capture the essential ground features along the alignment. Technologies which can meet the following accuracy levels shall be adopted.

- (a) Fundamental horizontal accuracy of 5cm or better
- (b) Fundamental vertical accuracy of 1cm or better

The following are the set of deliverables which should be submitted after completion of survey:

- i. Topographic map of scale 1:300 of the entire project length plus 500 m on either side and adjoining areas of Interest.
- ii. Contour map of 20 cm of entire project length plus 500 m on either side and adjoining areas of interest.
- iii. Collection/ Extraction of details for all features , utilities, existing roads, electric and telephone installations (both O/H as well as underground), huts, buildings, fencing and trees (with girth greater than 0.3metre) oil and gas lines etc. falling within the extent of survey. Normally the surveys should extend a minimum of 30 m beyond either side of the centre line of the proposed Project or land boundary whichever is more

- iv. Bench Mark pillar of size 15 cm X 15 cm X 45cm shall be cast in RCC of grade M 15 with a nail fixed in the centre of the top surface. The pillar shall be embedded in concrete upto a depth of 30cm with CC M10 (5 cm wide all around). The balance 15 cm above ground shall be painted yellow.
- v. Longitudinal section levels along final centre line shall be taken at every 10 m interval. The levels shall be taken at closer intervals at the curve points, small streams, and intersections and at the locations of change in elevation.

4 Subsurface Utilities Mapping

Consultant shall also map out sub-surface utilities. Accurate mapping and resolution of all sub-surface utilities up to a depth of 4 m shall be carried out. Differentiation between sub-surface utilities such as live electric cables, metallic utilities and other utilities shall be indicated and sub-surface utilities radargrams further processed into utility maps in formats such as PDF, JPEG and AutoCAD shall be furnished. To meet the accuracy levels, consultant shall use Ground Penetrating Radar, Induction Locator or better technologies.

5 Geo-technical Investigations and Sub-Soil Exploration

The Consultants shall carry out geo-technical investigations and sub-surface explorations at each abutment and pier locations as per IRC 78.

6 Design Standards

The Consultants shall evolve Design Standards and material specifications for the Project in consultation with JDA & proof check agency primarily based on IRC publications, MoRT&H Circulars and relevant recommendations of the international standards for approval by JDA. The Design Standards evolved for the project shall cover all aspects of detailed design including the design of geometric elements, structures, pavement design, traffic safety and materials.

7 General Arrangement Drawing

The Consultant shall prepare General Arrangement Drawing (GAD) and Alignment Plan showing the salient features of the Elevated structures. These salient features such as alignment, overall length, span arrangement, cross section, deck level, founding level, type of bridge components(superstructure, substructure, foundations, bearings, expansion joint, etc.) shall be finalized based upon aesthetics, geotechnical studies, cost effectiveness and ease of construction. The GAD shall be supplemented by Preliminary designs. In respect of span arrangement and type of Elevated structure, a few alternatives with cost-benefit implications should be submitted to enable JDA to approve the best alternative. Subsequent

to the approval of the GAD and Alignment Plan by JDA and Railways, the Consultant shall prepare detailed design as per IRC codes /guidelines and working drawings for all components of bridges and structures.

The Consultant shall also prepare details for at-grade junctions associated with the project & traffic movement plan in coordination with JDA & traffic police.

8 Drainage System

The requirement of roadside drainage system and the integration of the same with proposed cross-drainage system shall be worked out for the entire length of the project road section upto discharge end.

The rain water harvesting requirements be assessed taking into consideration the Ministry of Environment & Forest Notification Dt. 14.01.1997 (as amended on 13.01.1998, 05.01.1999 & 06.11.2000). The construction of rainwater harvesting structure is mandatory in and around water scarce / crisis areas notified by the Central Ground Water Board. The provisions for rainwater harvesting be executed as per the requirements of IRC:SP:42-2014 (Guidelines for Road Drainage) and IRC:SP:50-2013 (Guidelines on Urban Drainage).

9 Traffic Safety Features, Road Furniture and Road Markings

- i. The Consultants shall design suitable traffic safety features and road furniture including Street Light, traffic signals, signs, markings, overhead sign boards, crash barriers, delineators etc. The locations of these features shall be given in the reports and also shown in the drawings.
- ii. The Consultant should make the provisions & provide structural design for the overhead (gantry-mounted) signs on roads with two or more lanes in the same directions as per provisions of IRC-67. The minimum height of gantry mounted sign be 5.5 m above the highest point at the carriageway.
- iii. Road safety shall be the focus of design. The roads shall be forgiving, having self-explaining alignment, safe designed intersections / interchanges segregation and safe crossing facilities for VRUs with crash barriers at hazardous locations. The details of traffic signs and pavement markings with their locations, types and configuration shall be shown on the plan so that they are correctly provided.
- iv. DPR shall undergo the exercise of Road Safety Audit through the Road Safety Auditor (separate from design team) and recommendations mentioned be incorporated.
- v. Road markings and proper signage constitute another important aspect of the Road safety. The DPR shall contain a detailed signage plan, indicating the places, directions, distances and other features, duly marked on the chainage plan. It shall specify the suitable places where FoBs are to be provided. Road marking and signage plan shall be included in DPR and shall be specifically approved by the JDA.

10 Environment and Social Impact Assessment

The consultant shall under take the detailed environmental and social impact assessment in accordance with the standard set by the Government of India for projects proposed to be funded by ADB/ World Bank/NCRB, etc.

11 Detail estimates of Quantities

The Consultants shall prepare detailed estimates for quantities considering approved design and project cost for the entire project including the cost of environmental and social safeguards based on JDA BSR. In case any item which is not available in JDA BSR but is proposed to be executed, the specifications for the same will be prepared by the consultant & rate analysis done as per MORT&H standard Data book based on market rates. The estimation of quantities shall be based on detailed design of various components of the projects.

12 Bidding Document

Consultant shall prepare the required bid documents and support the authority through the bidding process as & when called for. The consultant shall ensure participation of senior team members of the consultant during all interaction with potential bidders including pre-bid conference, meetings, site visits etc.

During the bid process for a project, the consultant shall support the authority in:

- a. Responding to all pre-bid technical queries
- b. Preparation of detailed responses to the written queries raised by the bidders

13 Site Visits

Team Leader) as appointed by the firm has to make at least one visit per month totaling to maximum 12 visits (one per month) during the project execution as instructed by engineer in charge to address design issues if any or difficulties arising out of design aspects for which cost shall be deemed to be included in the consultancy cost. If any additional visits are required ,the visiting charges will be paid @ Rs. 5000.00 per visit.

14. Deliverable

Immediately upon the award, the Consultants shall submit

1. Project appreciation
2. Detailed methodology to meet the requirements of the TOR finalized in consultation with the JDA officers; including scheduling of various sub activities to be carried out for completion of various

stages of the work; stating out clearly their approach & methodology for project preparation after due inspection of the entire project stretch and collection/ collation of necessary information

3. Task Assignment and Manning Schedule
4. Work programme & Performa for data collection
5. Design standards
6. The utility relocation shall contain details regarding:
 - i. All utilities identified in the existing and proposed road RoW such as water-mains, telephone, telegraph and electricity poles.
 - ii. Those utilities that will require shifting to enable construction of the project road
 - iii. All necessary details required for submission of utilities shifting proposals to the concerned user agencies
 - iv. Copies of utilities shifting proposals made to the concerned user agencies along with suggested relocation of services along with their crossings across the project road at designated locations as required
 - v. Details of consultations made with local people and user agencies
 - vi. Preliminary scheme for shifting and cost estimates for shifting as per the concerned authorities
 - vii. Separate strip plan showing shifting/relocation of each utility services prepared in consultation with the concerned local authorities
 - viii. Draft map and plans showing road centerline, existing right of way, proposed right of way, pertinent topographic details and existing and proposed location of utilities
- 7 **Volume-I, Main Report:** This report will present the project background, details of surveys including topographical survey and soil investigations carried out, analysis and interpretation of survey and investigation data and conclusions. The report will also include finalised GAD, cost estimates, rate analysis .The report shall include Executive Summary giving brief accounts of the findings of the study and recommendations.

Volume - II, Design & Drawing Report: This volume shall contain design calculations, supported by computer printout of calculations wherever applicable. The Report shall clearly bring out the various features of design standards adopted for the project. The sub-soil exploration report including the complete details of boring done, analyses and interpretation of data and the selection of design parametres shall be included as an Appendix to the Design Report. The detailed GOOD FOR CONSTRUCTION Drawing will be separately provided in 4 copies after approval of detailed design drawings of which 3 sets of drawings as per detailed design will be provided for proof check.

Volume – III : Environmental Assessment Report and Environmental Management Plan (EMP): The Report shall be prepared conforming to the Guidelines of the Government of India, State Government and World Bank / ADB / NCRPB etc.

8. The Consultant with provide digital walkthrough, 3D contractual photograph of the project and physical model in size of 6'x4'.

14 Bid Document

Bid document incorporating provisions of RTPP Act 2012, its latest amendments & guidelines regarding the same in JDA will be provided by consultant in 3 copies. Tender will also be incorporated in the same.

The other misc. deliverables include other submissions required to fulfill TOR requirements.

SCHEDULE-2

(See Clause 2.1.3)

SELECTION OF CONSULTANT FOR PREPARATION OF DPR FOR Consultancy for “CONSTRUCTION OF ROB AT CIVIL LINES RAILWAY CROSSING, JAIPUR”

Bid Document

CONTRACT AGREEMENT

AGREEMENT No.

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

WHEREAS

- (A) The **JDA** vide its Request-for-Proposal for ‘selection of Consultant for Undertaking "**Comprehensive Traffic and Transportation Study for Jaipur Region**” (the Project)’ to be performed by the Consultant. (hereinafter called the **Consultancy**);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the **JDA** that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the **JDA** on the terms and conditions as set forth in the bid document and this Agreement; and
- (C) The **JDA**, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the "**LOA**"); and
- (D) In pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

1. GENERAL

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
 - (a) "**Additional Costs**" means any expenses the Consultant will have to meet after the acceptance of the proposal, at the instance of the JDA;
 - (b) "**Agreement**" means this Agreement, together with all the Annexes;
 - (c) "**Agreement Value**" is the value set forth as agreement value in Clause 6.1.2;

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

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

- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or

among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

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

1.2 Relation between the Parties

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

1.3 Rights and obligations

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

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

1.4 Governing law and jurisdiction

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

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

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

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

1.8 Location

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

1.9 Authority of Member-in-charge

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

1.10 Authorized Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the **JDA** or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 The **JDA** may, from time to time, designate one of its officials as the **JDA** Representative. Unless otherwise notified, the **JDA** Representative shall be:

**Executive Engineer (Project-1) Room No. MB101 Main Building,
Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Negru Marg,
Jaipur- 302004 (Rajasthan)**

E-mail: viveksharma.jda@rajasthan.gov.in

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

Name and Address of Bidder

1.11 Taxes and duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

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

2.2 Commencement of Services

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

2.3 Termination of Agreement for failure to commence Services

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

Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed

to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the BID DOCUMENTS shall continue to subsist and shall be deemed to form part of this Agreement.

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

2.4 Modification of Agreement

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

2.5 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, pandemic, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided

that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

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

2.7.4 Extension of time

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

2.7.5 Payments

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

2.7.6 Consultation

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

2.8 Suspension of Agreement

The **JDA** may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in material breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the

Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the JDA

The **JDA** may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the **JDA** may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the **JDA** a statement which has a material effect on the rights, obligations or interests of the **JDA** and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) The **JDA**, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement and for this JDA provides advance notice of 30 (thirty) days and clears any outstanding payments within the said notice period.

2.9.2 Deleted

Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts

and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 has occurred, such Party may, within 15 (fifteen) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9.4 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

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

3.1.3 **Applicable Laws**

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

3.2 **Conflict of Interest**

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

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

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

3.2.3 **Prohibition of conflicting activities**

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

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;

- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the BID DOCUMENTS as Conflict of Interest.

3.2.4 **Consultant not to benefit from commissions discounts, etc.**

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the **JDA** shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the **JDA** shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the **JDA** towards, *inter alia*, the time, cost and effort of the **JDA**, without prejudice to the **JDA**'s any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the **JDA** under Clause 3.2.5 above and the other rights and remedies which the **JDA** may have under this Agreement, if the Consultant is found by the **JDA** to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or BID DOCUMENTS issued during a period of 2 (two) years from the date the Consultant is found by the **JDA** to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the **JDA** who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the **JDA**, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the **JDA** in relation to any matter concerning the Project;
- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the **JDA** under this Agreement;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the **JDA** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the **JDA** to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the **JDA**, its technology, technical processes, business affairs or finances or any information relating to the **JDA**'s employees,

officers or other professionals or suppliers, customers, or Consultants of the **JDA**; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the **JDA**.

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

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

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the **JDA** for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the **JDA**'s property, shall not be liable to the **JDA**:

- (i) for any indirect or consequential loss or damage; and

- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

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

3.5 DELETED

3.6 Accounting, inspection and auditing – DELETED.

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

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

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

3.8 Reporting obligations

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

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

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

of the **JDA**, and all intellectual property rights in such Consultancy Documents shall vest with the **JDA**.

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

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

3.10 (Deleted)

3.11 (Deleted)

3.12. Accuracy of Documents

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

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

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

Access to land and property

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

5.3 Change in Applicable Law

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

5.4 Payment

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

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

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

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

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

Mode of billing and payment

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, only the undisputed amounts including payments pertaining to milestones completed to the satisfaction of the **JDA**.
- (b) The final payment under this Clause shall be made only after all the deliverables, shall have been submitted by the Consultant and approved as satisfactory by the **JDA**. The Consultant shall upon JDA call promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The **JDA** shall make the payment upon acceptance or deemed acceptance of the final deliverable by the **JDA**.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

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

7.2 Liquidated Damages

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, KD.... specified in Annexure 6 liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the respective milestones fee per month, subject to a maximum of 1.0% (one per cent) of the respective milestones fee value will be imposed and shall be recovered from the Performance Security or otherwise. The maximum LD will in any case not exceed 10 % of the contract value. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Appropriation of Security Deposit

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

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

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

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

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

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

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

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

Upon such reference, the committee shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not resolved as evidenced by the signing

of written terms of settlement within 30 (thirty) days of the notice in writing referred to dispute resolving committee which shall be as follows :

9.32 Standing committee for Settlement of disputes:

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

Consultant:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

SIGNED, SEALED AND DELIVERED

For and on behalf of

JDA:

(Signature)

(Name)

(Designation)

1.

2.

Appendices

APPENDIX-I

Form-4

Particulars of the Bidder

1.1	<p>Title of Consultancy:</p> <p>“Consultancy services for preparation of DPR for Construction of ROB at Civil Lines Railway Crossing, Jaipur”</p>
1.2	Deleted
1.3	Deleted
1.4	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc., along with a copy of relevant registration certificate):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No. :</p> <p>E-mail address:</p>
1.5	Deleted
1.6	<p>For the Bidder, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>(ii) Has the Bidder</p> <p style="text-align: right;">Yes/NO</p> <p>penalized by any organization for poor quality of work or breach of contract</p>

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

APPENDIX-I

Form-5

Statement of Legal Capacity
(To be forwarded on the letter head of the Bidder)

Ref. Date:

To

* **

Dear Sir,

Sub: BID DOCUMENTS for Selection of Consultant for preparation of “Consultancy services for preparation of DPR for Construction of ROB at Civil Lines Railway Crossing, Jaipur”

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

NOTE: Please strike out whichever is not applicable

APPENDIX-I

Form-6

Power of Attorney

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

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON DAY OF _____, 2020.

ACCEPTED

Signature of Authorized Representative:

Initial of the Authorized Representative:

For M/s.....

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

Witnesses:

1.

2.

Notarisation by Notary Public

Verified Authority and Signatures, Executed before me onday of2015.

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

Notes:

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

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

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

APPENDIX-I

Form-7

Financial Capacity of the Bidder

Sl. No.	Financial Year	Annual Turnover (Rs.)
1.	2019-20	
2.	2018-19	
3.	2017-18	
	Average Annual Turnover	
Certificate from the Statutory Auditor/Chartered Accountant/CFO/Company Secretary		
<p>We certify that the above mentioned figures have been extracted from the audited financial statements of(name of the Bidder).</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p style="text-align: right;">Signature, name and designation of the authorized signatory)</p>		

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

Form 8 Deleted

APPENDIX-I

Form-9

Deleted

APPENDIX-I

Form-10

Abstract of Eligible Assignments of the Bidder

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

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

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

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

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

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

Name of the audit firm/CA/CFO:

Seal of the audit firm/ Bidder

Date:

(Signature, name and designation of the authorized signatory)

APPENDIX-I

Form-11

Deleted

APPENDIX-I

Form-12

Eligible Assignments of Bidder

Name of Bidder:	
Name of the Project:	
Description of services performed by the Bidder firm:	
Name of client and Address:(Public entity only admissible for consideration)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs. Crore):	
Payment received by the Bidder (in Rs. lacs):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

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

APPENDIX-I

Form-13

Deleted

APPENDIX-I
Form-16
(Contact Detail Form)

Name of Bidder:

Address for Correspondence:

Landline :

Fax:

E-mail:

Name of Authorised Signatory:

Address for Correspondence:

Landline:

Fax:

E-mail:

FINANCIAL PROPOSAL

To,
The Executive Engineer (Project-1) JDA Jaipur.

Sub: Consultancy work for CONSTRUCTION OF ROB AT CIVIL LINES RAILWAY CROSSING, 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.

S. No.	Particulars	Qty.	Rate /Cost of work (Rs.)		
			Lump sum cost in figures	Lump sum Cost in words	Amount
1.	Consultancy services for preparation of DPR including all deliverable as per TOR of bid documents for the work of Construction of ROB at Civil Lines Railway Crossing, Jaipur	1 Job			
	Total Rs.				