

NOTICE INVITING BID

जयपुर विकास प्राधिकरण, जयपुर
इन्दिरा सर्किल, जे.एल.एन. मार्ग, जयपुर

क्रमांक / जविप्रा / अधि.अभि.-1 / 2024-25 / डी-153

दिनांक: 15.07.2024

बिड आमंत्रण सूचना

बिड संख्या-अधि.अभि.-1 / 04 / 2024-2025

जयपुर विकास प्राधिकरण, अधिशाषी अभियन्ता-1 द्वारा Preparation of Feasibility Report and DPR for the work "Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahal Palace Hotel Chauraha (Sardar Patel Marg), JDA, Jaipur" राशि रू 1400.00 लाख की निविदा दिनांक 05.08.2024 सायंकाल 6.00 बजे तक ऑनलाईन आमंत्रित की जाती हैं। विस्तृत विवरण, जो कि निविदा प्रपत्र में उपलब्ध है, अद्योहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.raj.nic.in/www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

UBN No.

निविदा दाता को निविदा में भाग लेने हेतु आवश्यक है कि :-

1. जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो। निविदा शुल्क व आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑनलाईन हीं देय होगी। बोली प्रतिभूति ऑनलाईन अथवा बैंक गारन्टी के द्वारा दी जा सकती है।
2. ऑनलाईन निविदा में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशाषी अभियन्ता-1
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCCB-FF-106, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur –
302004 Telephone: +91-141-2569696. Email: ee.zone01.jda@RAJASTHAN.GOV.IN ; M. No. 9530299903

No:- JDA/EE- 1/2024-25/D-

Dated: 15.07.2024

NOTICE INVITING BID

NIB No. : EE-1/04/2024-25

Online bids are invited up-to 6.00 PM of 05.08.2024 for the work of Preparation of Feasibility Report and DPR for the work "Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahal Palace Hotel Chauraha (Sardar Patel Marg), JDA, Jaipur" of Rs. 1400.00 Lacs. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM dated 05.08.2024. Details may be seen in the bidding document at our office or the web site of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in

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To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in for participating in the Bid, the Bidder has to apply for the bid and pay the bidding document fee, RISL processing fee online only. The bid security may be deposited through online or bank guarantee (BG).
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e- Bid submission.

Executive Engineer-1
JDA, Jaipur

Detail NIB for uploading on SPP Portal, e-Procurement, JDA Portal & as part of NIB Document

JAIPUR DEVELOPMENT AUTHORITY

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No:- JDA/EE- 1/2024-25/

Dated: 15-07-2024

NOTICE INVITING BID

NIB No.:EE-1/04/2024-25

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer- 1, Jaipur Development Authority ➤ Address: Room No. CCCB-FF-106, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan) ➤ Email:- ee.zone01.jda@RAJASTHAN.GOV.IN
Subject matter of procurement	<p>Preparation of Feasibility Report and DPR for the work “Construction of Elevated roads from Ambedkar Circle to O.T.S to Jawahar Circle and Collectorate circle to Rajmahal palace hotel Chauraha (Sardar Patel Marg), JDA, Jaipur.”</p> <p>S.No.</p> <ol style="list-style-type: none"> 1. From Ambedkar Circle to O.T.S to Jawahar Circle 2. Collectorate Circle to Rajmahal Palace Hotel Chauraha (Sardar Patel Marg)
Bid Procedure	Two Stage Open Competitive-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤ Quality and Cost Based Selection (QCBS)
Websites for downloading Bidding Document, Corrigendum, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in

Website for online Bid application and payment *	<ul style="list-style-type: none"> ➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs.5000/- (Rupees Five thousand only) ○ RISL Processing Fee: Rs. 2500/- (Rupees Two thousand five hundred only) ○ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR Rs. 14,00,00,000.00/-(Fourteen Crore Rupees)
Bid Security Deposit	Amount (INR) : 2% (Rs. 28,00,000.00/-) of Estimated Procurement Cost for general Bidder and 0.5% (Rs. 7,00,000.00/-) for bidder registered in class C-I of consultancy category in JDA, Jaipur.
Date/time/place of Pre-Bid	<ul style="list-style-type: none"> ➤ 22.07.2024 at 3.00 PM in “MANTHAN HALL”, Second Floor, Main Building, JDA Campus, Jaipur ➤ Last date of submitting clarifications requests by the bidder <date and time> addressed to the procurement entity at <Address of procurement entity>
Applying bid and making online payment on JDA portal (www.jda.urban.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date: 17.07.2024 at 10.00 AM onwards ➤ End Date: 05.08.2024 at 6.00 PM ➤ In case EMD in form BG original bank guarantee is to be submitted in room no . CCCB-FF-106, CCC Building, JDA, Jaipur by 07.08.2024 up to 06.00 PM
Bid submission on e-procurement portal of GOR (www.eproc.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date: 17.07.2024 at 10.00 AM onwards ➤ End Date: 05.08.2024 at 6.00 PM
**Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> ➤ 08.08.2024 at 03.00 PM ➤ Room No. CCC/TF/309, PMIS cell, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	<ul style="list-style-type: none"> ➤ To be informed after evaluation of technical bid ➤ Room No. CCC/TF/309, PMIS cell, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time Period	➤ 5 Months
*Jaipur Development Authority has decided to receive earnest money deposit (EMD) (Bid Security), Tender fee and RISL processing fee online through JDA portal. The bid security options available in tender for participants are as mentioned below	
<p>Note:</p> <ol style="list-style-type: none"> 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 the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its 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, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. 	

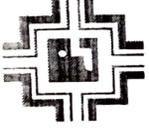
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc 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 deptt of IT&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 document (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 RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules 2013 thereto, the later shall prevail.

Executive Engineer-1
JDA, Jaipur



जयपुर विकास प्राधिकरण, जयपुर

www.jdaurban.rajasthan.gov.in

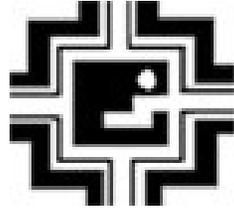
क्रमांक :- जविप्रा/अधि. अभि.-1/2024/डी-157

दिनांक 17/07/24

निविदा संशोधन सूचना

निविदा सूचना संख्या 4/2024-25 दिनांक 15.07.2024 को "Preparation of Feasibility Report and DPR for the work Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahal Palace Hotel Chauraha (Sardar Patel Marg), JDA, Jaipur" आमंत्रित की गई है। उक्त निविदा दिनांक 17.07.2024 से 05.08.2024 तक बेची जाकर दिनांक 08.08.2024 को खोली जानी है। उक्त निविदा के त्रुटिवश बिड डॉक्यूमेंट पूर्णरूप से अपलोड नहीं हो पाया है, जो कि उक्त सूचना के साथ सलंगन है। निविदा की अन्य नियम व शर्तें यथावत रहेंगी।


अधिशाधी अभियंता-1



JAIPUR DEVELOPMENT AUTHORITY JAIPUR

BID DOCUMENT

for

Preparation of Feasibility Report and DPR for the work Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahal Palace Hotel Chauraha (Sardar Patel Marg), JDA, Jaipur.

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NOTICE INVITING BID

जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल, जे.एल.एन. मार्ग, जयपुर

क्रमांक / जविप्रा / अधि.अभि.-1 / 2024-25 / डी-153

दिनांक: 15.07.2024

बिड आमंत्रण सूचना

बिड संख्या-अधि.अभि.-1 / 04 / 2024-2025

जयपुर विकास प्राधिकरण, अधिशाषी अभियन्ता-1 द्वारा Preparation of Feasibility Report and DPR for the work Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahal Palace Hotel Chauraha (Sardar Patel Marg), JDA, Jaipur राशि रू 1400.00 लाख की निविदा दिनांक 05.08.2024 सायंकाल 6.00 बजे तक ऑनलाईन आमंत्रित की जाती हैं। विस्तृत विवरण, जो कि निविदा प्रपत्र में उपलब्ध है, अद्योहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.raj.nic.in/www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

UBN No.

निविदा दाता को निविदा में भाग लेने हेतु आवश्यक है कि :-

1. जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो। निविदा शुल्क व आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑनलाईन हीं देय होगी। बोली प्रतिभूति ऑनलाईन अथवा बैंक गारन्टी के द्वारा दी जा सकती है।
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अधिशाषी अभियन्ता-1
जविप्रा, जयपुर।

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JDA, Jaipur

Annexure: 2

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No:- JDA/EE- 1/2024-25/

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Bid Procedure	<p>Two Stage Open Competitive-Bid procedure at http://eproc.rajasthan.gov.in</p>
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4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc 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 deptt of IT&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 document (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 RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules 2013 thereto, the later shall prevail.

Executive Engineer-1
JDA, Jaipur

Section-II Instruction to Bidders (ITB)

1. INTRODUCTION

1.1 Consultants are invited to submit a "Technical Proposal and Financial Proposal" for QCBS tender, as specified in the data sheet (the Proposal) for consulting services required for the assignment named in the data sheet. The proposal will be the basis for all contractual requirements and ultimately for signing contract with the selected consultant.

1.2 The consultants / bidders must familiarize themselves with local conditions, prevailing traffic issues, traffic data/conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to pay a visit to the office of the Executive Engineer-1, JDA before submitting a Proposal.

1.3 The client will provide the inputs specified in the data sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available the relevant data available.

1.4 Please note that

- (a) The costs of preparing the proposal including all surveys / studies / designs etc. and visit to the client or the site for pre-bid meeting, negotiations etc., are not reimbursable as a direct cost of the assignment; and
- (b) The Client is not bound to accept any of the proposals submitted, without assigning any reason.

1.5 Jaipur Development Authority (JDA) expects consultants to provide professional, objective, and impartial advice and hold the Client's interest's paramount at all times, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

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

- (a) A firm which has been engaged by the client to provide goods or works for the project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of the project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.5.2 As pointed out in para. 1.5.1 (a) above, consultants may be hired for subsequent work, when continuity is deemed essential. It will be the exclusive decision of the JDA whether or not to have the subsequent assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.6 It is JDA's policy to require that consultants observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the JDA:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

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

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

(b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded JDA -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a JDA- financed contract; and

(d) Will have the right to require that, JDA to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by JDA

(e) Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Govt. department/JDA in accordance with the above Sub Para 1.6 (d).

(f) Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the data sheet.

2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS

Consultants may request a clarification of any item of the bid document up to the number of days indicated in the data sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by paper mail or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all the participating consultants who intend to submit proposals.

At any time before the submission of proposals, the client may, for any reason, whether at its own initiative or in response to a clarification requested by a bidding firm, modify the bid documents by a suitable amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by paper mail or electronic mail to all invited consultants and will be considered as part of the tender document. The Client may, at its discretion, extend the deadline for the submission of Proposal.

3. PREPARATION OF PROPOSAL

Consultants are requested to submit a Proposal written in the language(s) specified in the data sheet.

Technical Proposal

In preparing the "Technical Proposal", consultants are expected to examine the documents comprising this bid in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) Joint Ventures are not allowed.
- (ii) The technical qualifying requirements should be thoroughly seen and responded in the bid with required papers / proofs.
- (iii) The proposal shall be based on the number of key professional staff, months estimated by the firm for the work.
- (iv) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm.
- (v) Proposed key professional staff must have a minimum experience as indicated in the data sheet.
- (vi) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the data sheet. It is desirable that the firm's personnel have a working knowledge of the client's official language.

The "Technical Proposal" should provide the following information using the attached "Standard Forms (Section V)" followed by the technical proposal submission form (Section V-A):

- i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section V-B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles, details of the assignment and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services and facilities to be provided by the Client (Section-V-C).
- (iii) A brief note on the site appreciation (Section - V-D)
- (iv) A description of the methodology and work plan for performing the assignment (Section - V-E).
- (v) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section – V-F).
- (vi) CVs recently signed by the proposed key professional staff (As per Clause 16 of Section IV-TOR) and the authorized representative submitting the proposal (Section - V-G). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last Seven (07) years.
- (vii) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart/CPM-PERT diagrams showing the time proposed for each key professional staff team member. (Sections - V-H).
- (viii) Activity (work) schedule for performing the assignment (Section – V-I).
- (ix) Any additional information requested in the data sheet.

The Technical Proposal shall not include any financial information.

Financial Proposal

In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the bid documents. The "Financial Proposal" should follow "Standard Forms (Section VI)". It shall include all the costs associated with the assignment, including

- (a) Remuneration for staff and
- (b) Reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents & surveys; and all the other major component of the assignment.
- (c) Consultants shall express the price of their services in Indian Rupees.
- (d) The data sheet indicates the validity of the proposals after the submission date.
- (e) During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Procurement under RTPP Act 2012 and Rules 2013

All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 as updated time to time shall be applicable.

All the bidders are required to comply with the **Annexure A,B,C&D** prescribed under RTPP Act 2012 vide circular No 3 date 4 Feb, 2013, by the Dept. of Finance (G&T) Govt. of Rajasthan.

5. FORMAT AND SIGNING OF BIDS

The Bidder shall prepare one copy of the documents comprising the Bid.

The copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the contract. All pages of the bid where entries or amendment have been made shall be initialed by the person or persons signing the bid.

The completed bid shall be without alterations, inter-relations or erasures except those which accord with instructions given by the JDA, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

Only one Bid shall be submitted by each bidder. No bidder shall participate in the bid of another for the same contract in any capacity whatsoever.

a) Documentation Charges

The bidder is required to pay a non-refundable documentation charge amounting to Rs. 5,000/- (Rupees Five Thousand Only) through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal before closing date of submission of bid.

b) Bid Processing Fee

The bidder is required to pay a non-refundable bid processing fee amounting to Rs. 2,500/- (Rupees Two Thousand Five Hundred Only) through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal before closing date of submission of bid.

c) Bid Security

Each bidder must pay Bid security as amount (INR) @ 2% (Rs. 28,00,000.00/-) of estimated procurement cost and @ 0.5% (Rs. 7,00,000.00/-) for bidder registered in class C-I of consultancy category in JDA, Jaipur or Bank Guarantee through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal.

There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date.

In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 24 months after the bid opening date i.e. (08.08.2024). A copy of the bank guarantee will be required to be attached with the bid submission document uploaded on e- procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.D.(E&B) in room No. 215, Extension building, JLN Marg, JDA, Jaipur as per specified in bid documents. Deposition of bid security in any other form is not acceptable. In the case of successful bidder, the amount or bid security will be adjusted against security deposit to @10% at the time of award of work. The bid security of the un-successful bidder will be refunded on application by the bidder after approval of rate in favour of lowest successful bidder. Bid Security can also be given in the form of Bank Guarantee as per **Schedule "A"** and the same must be submitted in original as prescribed in NIB.

The bid security deposited by the Bidder will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.

The bid security shall be forfeited.

- (a) If the Bidder modifying or withdraws the Bid after last date of submission during the validity period of Tender.
- (b) If the bidder fails to sign the agreement for whatever the reason.

Qualification criteria:

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

S.No	Criteria	Requirement
1.	Bid Document fee, Bid Security, Bid processing fee. ❖ Bid security can be paid in the form of bank guarantee	Must be paid through online payment portal.
2.	Registration of the firm: (i) Consultant Firm should be registered for GST. (ii) Consultant Firm should be registered for Income Tax.	The Bidder must produce proof of GST Registration, The Bidder must produce PAN No. and copy of latest returns filed by them
3.	Eligibility: (i) Conflict of Interest (ii) Debarment /	No conflicts of interest in accordance with sub Clause: Bidder must declare, Annexure A&B of clause 4 of Section II, ITB must be filled up, duly signed and uploaded with submission of Technical bid.

	Transgression /Blacklisted by any procuring entity.	There should not be any such Debarment/ Transgression / blacklisting: Bidder must Declare relevant information. Schedule VIII-L must be duly signed and uploaded with submission of Technical bid.
4.	Financial Turnover	The bidder should have minimum financial turnover of Rs. 840.00 lacs in any one of the last seven financial years as updated to current level in the manner given below on the work of consultancy
5	Technical Criteria	The consultant should have done consultancy work of similar nature like Elevated road/ ROB/ Flyover/ Grade Separator comprising of via duct in Urban area.

(b) Financial Standing:

- **The Consultant should have executed/completed consultancy work of similar nature like Elevated road/ROB/Flyover/Grade separator etc. comprising of viaduct in urban area as per following:-**
- **The firm should be well versed with at least one consultancy work with consultancy project value of not less than 60% of bid value i.e. Rs. 840.00 lacs in last seven years**

OR

The Firm should be well versed with two consultancy work with consultancy project with each work of value of not less than 40% of bid value i.e Rs. 560.00 lacs in last seven years.

- (i) For the purposes of this qualification, only such projects shall be considered, for which, consultancy work has been completed based on his DPR/Report has been accepted / approved by the client department. The bidder shall submit a certificate from the concerned authority in this regard.
- (ii) The Bidder shall furnish audited financial statements for the last seven years, audited by a Chartered Accountant, which include Profit and Loss Account, balance sheet and Certificates regarding contingent liabilities.
- (iii) The required annual turnover of the bidder for the consultancy firm in any one of the last seven (07) financial years should be more than or equal to Rs. 840.00 lacs. The present price level for turnover, cost of completed work of similar nature, the previous year's value shall be given weightage of 10% per year as follows: -

(i)	For current year	-	1.00
(ii)	For first last financial year	2023-2024	1.00
(iii)	For second last financial year	2022-2023	1.10
(iv)	For third last financial year	2021-2022	1.21
(v)	For fourth last financial year	2020-2021	1.33
(iv)	For fifth last financial year	2019-2020	1.46
(v)	For sixth last financial year	2018-2019	1.60
(vi)	For seventh last financial year	2017-2018	1.76

(iv) The successful bidder shall furnish a Security Deposit equivalent to @10% of the bid cost. It shall be refunded after six months from actual date of completion of work.

(v) **Submission of Bids**

• **Sealing and Marking of Bids**

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

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

The three parts of the proposal are

- **Part 1: Envelope – "A"** containing all the fees, copy of registration with class C-I of consultancy category in JDA as applicable, GST& IT certificates.
- **Part 2: Envelope -"B"** Technical bid and
- **Part 3: Envelope –"C"** containing Financial bid.

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

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

Part 3: Envelope –"C" containing financial bid. Financial bid of only those firms, who fulfill minimum eligibility criteria prescribed in technical bid would be opened and evaluated. The final selection of the firm would be done based

on **Quality and Cost-Based Selection (QCBS)**.

6. Deadline for submission of Bids

Bids shall be received only online under e-Procurement system as per the date and time given in the NIB given under Section-I

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

The Bid should be in the prescribed form as described in Clause 5(v)

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

7. Late Bids

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

8. Modification and withdrawal of Bids

The Bidder may modify or withdraw his Bid, provided that the modification or notice of withdrawal is received in writing by the JDA prior to the prescribed dead line for submission of technical Bids.

The Bidder's modification or notice of withdrawal shall be prepared, as appropriate and delivered in accordance with Clause 5 (v)

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

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

9. Bid opening and valuation

The Bids will be opened in room no. CCC/TF/309, PMIS cell, CCC Building **on due date and time by the committee** in the presence of the bidders or their representative who choose to attend, all of whom shall sign a register as evidence of their attendance.

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

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

The Bid shall be rejected if:

- i) If requisite fee is not deposited in prescribed form.
- ii) If the PAN is not enclosed. (As per schedule VIII-B)
- iii) If necessary documents/certificates duly verified by competent authority are not enclosed as per qualification criteria 5.
- iv) Price bid containing financial proposal is not enclosed. (As per schedule VI-B)
- iii) Project Experience Record is not enclosed. (As per schedule VIII-C)
- iv) Methodology of work is not enclosed. (As per schedule VIII-D)
- v) Activity Schedule is not enclosed. (As per schedule VIII-E)
- vi) Bio-data of Technical Personnel for the work is not enclosed. (As per schedule VIII-G)
- vii) If the record of litigation and arbitration is not enclosed. (As per schedule VIII-H)
- viii) There are any criminal cases pending. (As per schedule VIII-I)
- ix) If the Power of Attorney is not enclosed. (As per schedule VIII-J)
- x) If the affidavit is not enclosed. (As per schedule VIII-K)
- xi) If undertaking regarding not being blacklisted/ Debarring is not enclosed. (As per schedule VIII-L)
- xii) The general oath affidavit is not enclosed (As per schedule VIII-M).

10. Clarification of Bids

To assist in the examination, evaluation and comparison of the Bids, the JDA may ask bidders individually for clarification of their bids as per norms. The request for clarification and response shall be in writing or by cable. However, no change in the bid amount or substance shall be sought, offered or permitted by the JDA, during the evaluation of the Bids.

11. Determination of responsiveness

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

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

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

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

12. Pre-bid Meeting:

- The bidder or his official representative shall attend a pre-bid meeting which will be held on the **22.07.2024 in Manthan Hall of JDA at 3 PM.**
- The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- The bidder is requested to submit any question in writing or by email, to reach the Employer not later than one week before the meeting.
- Minutes of the meeting, including the text of the questions raised and the responses given will be published online on the website www.eproc.rajasthan.gov.in.
- Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

13 PROPOSAL EVALUATION

General

From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant's proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

14. Evaluation of Technical Proposals

The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub- criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

14.1 Criteria for Evaluation

14.1.1 Evaluation of Technical Proposals

- (i) The bidder should qualify criteria prescribed in clause 5
- (ii) In the first stage, the Technical Proposal will be evaluated of only those bidders who qualify under clause 5, on the basis of Applicant's experience, his understanding of TOR, Site Appreciation proposed methodology and Work Plan, and the experience of Key Personnel. The Financial Bid would be opened only of those bidders who fulfil the qualification criteria, having 60 or more marks in technical evaluation.
- (iii) Client shall evaluate each technical proposal taking into account following criteria;

- (a) The consultant's relevant experience for the assignment,
- (b) The quality of the methodology proposed,
- (c) The qualifications of the key staff proposed

The proposed weights to be adopted for the evaluation are as given below :-

ITEM CODE	PARAMETER	MAXIMUM MARKS	CRITERIA
1	Firm's Experience	35	<ol style="list-style-type: none"> 1. One work of consultancy more than 840.00 lacs - 15 Marks 2. For Each additional work of consultancy more than 560 lacs - 10 Marks each (Maximum two works) (2 x 10)
2	Proposed Methodology and Work Plan & Site Appreciation	15	Evaluation will be based on the quality of submissions.
3	Relevant Experience of Key Personnel	50	
3 (a)	Team Leader	15	Shall have Master degree in Structural/Highway Engineering) with minimum 15 years of Experience in relevant sectors. Relevant degree and experience certificate and CV should be self attested.
3 (b)	Bridge Engineer	10	Shall have Master degree in Structural Engineering) with minimum 10 years of Experience in structural engineering Relevant degree and experience certificate and CV should be self attested.

3(c)	Structural Designer	10	Shall have Master degree in Structural Engineering) with minimum 7 years of Experience in structural Design. Relevant degree and experience certificate and CV should be self attested.
3(d)	Traffic Engineer	8	Having 5 years of experience in relevant sectors with a degree of BE/BTech in Civil Engineering Relevant degree and experience certificate and CV should be self attested.
3(e)	Pavement Specialist	7	Having 5 years of experience in relevant sectors with a degree of BE/BTech in Civil Engineering Relevant degree and experience certificate and CV should be self attested.

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

(iv) The required annual Turn Over during the last 7 financial years for consultancy work may be updated to present price level for turnover, the previous years value shall be given weightage of 10% per year as follows :-

(i)	For current year	-	1.00
(ii)	For first last financial year	2023-2024	1.00
(iii)	For second last financial year	2022-2023	1.10
(iv)	For third last financial year	2021-2022	1.21
(v)	For fourth last financial year	2020-2021	1.33
(iv)	For fifth last financial year	2019-2020	1.46
(v)	For sixth last financial year	2018-2019	1.60
(vi)	For seventh last financial year	2017-2018	1.76

(v) The Firm should submit an affidavit that the firm has never been blacklisted by any central/state/any other government agency similar organization/ institution in their respective country and that the firm has not left any work incomplete during the last three years in the **Schedule "VIII-L"** given in Bid Documents.

Eligible Assignments

For the purposes of determining conditions of eligibility and for evaluating the

Proposals under this bid, consultancy assignments in respect of preparation of detailed project report including engineering surveys and/or the following projects shall be deemed as eligible assignments – detailed survey and preparation of DPR, traffic improvement / urban development/ beautification works.

Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out. For financial evaluation, the total cost indicated in the Financial Proposal will be the main criterion.

The JDA will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to full fill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal will get maximum financial score.

Opening and Evaluation of Financial Proposals

After the evaluation of quality criteria under QCBS is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the Bid and Terms of Reference, indicating that their Financial Proposals will not be opened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than 2 days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

The Financial proposals shall be opened in the presence of the consultants /representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

Final Evaluation

Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights

(T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) as following:

$$S = S_t \times T\% + S_f \times P\%.$$

The lowest evaluated Financial Proposal (F_m) is given the maximum Financial score (S_f) of 100.

The formula for determining the financial scores (S_f) of all other Proposals is calculated as following:

$$S_f = 100 \times F_m / F$$

in which “ S_f ” is the financial score,
“ F_m ” is the lowest

ETP [Evaluated Total Price (ETP) which is equal to the Adjusted Total Price(ATP) less Non-competitive Components], and “F” is the ETP of the proposal under consideration.

(S_t means marks obtained as per technical evaluation as per clause 14.1.1)

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 70 and P = 30

Note:- The Client will select Consultant on the basis of maximum score obtained in QCBS. The selected Consultant may be invited for negotiations.

15. Negotiation

- a. Negotiations may be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- b. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- c. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- d. Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.
- e. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

16. AWARD OF CONTRACT

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

- c. The selected consultant will have to make a power point presentation of the project before the competent Committee.

17. CONFIDENTIALITY

17.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

18. DATA SHEET

Information to Consultants

Clause Ref.

18.1	The name of the Client:	- The Jaipur Development Authority, Jaipur (JDA)
	The method of selection	- Quality and Cost-Based Selection (QCBS)
	A technical and a Financial Proposals are requested	- Yes
	The name, objectives and description - As per TOR of the Assignment	
	The assignment is phased as below :	
	<ul style="list-style-type: none"> a) Preparation of feasibility report, conceptual plans and preliminary drawings as per requirements, in consultation with concerned authorities, presentation and approval of the above. Topographical survey, Geo-technical survey, traffic study, traffic count, Survey of existing services, inspection of the area & surroundings etc. shall be part of the work. b) Preparation of various required work drawings like layout plan, centre line plans, foundations and footing details, elevations, sections etc., including development works. Preparation of BOQ and tender document with market rate analysis of Non BSR items. c) Preparation and submission of various services drawings drainage, electrical, CCTV, security, firefighting, communication cable etc. Working drawings of all components and structural elements with required details to execute the work. 	

- d) Preparation and submission of architectural working details & structural details as specified in scope of work.
- e) Preparation and submission of detailed landscape & horticulture drawings, beautification work with maintenance schedule of the project for 3 years

A pre-Bid Meeting will be held – Yes

19. Clarifications may be requested up to seven days prior submission of the tender. The address for requesting clarifications is:

Executive Engineer -1,
Jaipur Development Authority, Jaipur.
PIN 302004, Telephone: 0141-2569696

- 19.1 Proposals should be submitted in the following Language(s): - English
- 19.1.1 (i) Short listed Consultants may associate with Other short listed Consultant - No
- (ii) The minimum required experience of Proposed key professional staff in evaluation - As Detailed in criteria
- (iii) Reports which are part of the assignment must in the following language - English
- (iv) Training is a feature of this Assignment - No.
- (v) Validity of the proposal - 120 Days
Consultants must submit the proposal only in the on-line mode on E-procurement portal. No other form of submission of bid or proposal is acceptable.
- (vi) Proposals must be submitted not later than the date and time and corrigendum made, if any - As per NIB

The address to send information to the Client is- Executive Engineer-1 Jaipur Development Authority, Jaipur, Telephone: 0141-2569696

The Assignment is expected to commence - Immediate on issue of Work Order.

**SECTION III
GENERAL CONDITIONS OF CONTRACT**

1 General Provisions

Definitions

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

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

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

1.2 Relation between the Parties

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

Law Governing the Contract

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

Language

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

Headings

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

Notices

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

Employer: The Commissioner,
Jaipur Development Authority, Jaipur.
Tele No. 0141-2569696

Notice shall be deemed to be effective as follows:

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

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

Location

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

Authority of Member in Charge

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

2 Authorized Representatives

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

Taxes and Duties

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

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

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

The rates quoted should be inclusive of all taxes payable for this Consultancy Services, which shall not be paid/ reimbursed by the Client separately.

2.2. Commencement, Completion, Modification and Termination Of Contract

2.3 Effectiveness of Contract

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

2.4 Termination of Contract for Failure to Become Effective

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

2.5 Commencement of Services

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

2.6 Expiration of Contract

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

2.7 Entire Agreement

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

2.8 Modification

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

2.9 Force Majeure

(i) Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts, Court orders either directly or indirectly effecting the services or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or

agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of Contract

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

iii) Measures to be taken

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to 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 fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

iv) Payments

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

v) Consultation

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

vi) Suspension

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

vii) Extension of Time

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

3 Termination

3.1 By the Employer

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

- (a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.9 hereinabove, within seven (07) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 9.5.3 hereof;
- (d) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than fifteen (15) days; or
- (f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) If the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the

purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.

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

3.2 By the Consultants

The Consultant may, by not less than thirty days (30) written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause, terminate this Contract.

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

3.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.4 or 3 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) The obligation of confidentiality set forth in Clause GC 3.9 hereof,
- (iii) Any right which a Party may have under the Applicable Law.

3.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 3.1 or 3.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services

to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 5 or 6 hereof.

3.5 Payment upon Termination

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

- (i) Remuneration pursuant to Clause GC 9.1 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) Reimbursable expenditures pursuant to Clause GC 9.1 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 3.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.
- (iv) The contract can be terminated at any stage or at any level and payment will be made only upto that level only. No extra payment will be made to the consultant and decision of JDA will be final in this regard.

3.6 Disputes about Events of Termination

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

3.7 Obligations of the Consultants

3.7.1 General

3.7.2 Standard of Performance

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

The detailed engineering drawings/fit for construction/working drawings shall be

submitted to the engineer in charge/executive engineer for approval and comply with the comments/suggestions given without any additional cost. Not with standing any approvals of the client, the consultant shall remain fully responsible for quality and correctness of his work.

The services comprises of architectural, structural, electrical, plumbing, lighting, security & telecommunication, signage and firefighting arrangements, landscaping, pedestrian movement, parking etc., including site visits as and when required during the execution.

3.7.3 Law Governing Services

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

3.7.4 Conflict of Interests

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

3.8 Confidentiality

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

4. Liability of the Consultants

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

4.1 Insurance to be taken out by the Consultant

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

- i) Third party motor vehicle liability in respect of motor vehicles operated by the consultant or their personnel.
- ii) Professional Liability Insurance (PLI) including deficiencies/inadequacies in the design of structures and its related components for a period of Ten Years beyond the consultancy period or as per Applicable Law, whichever is longer after the completion of consultancy services with a minimum

- coverage equal to the contract value for the assignment.
- iii) Employer's liability and workers compensation insurance in respect of the Personnel of consultants and any sub consultants, in accordance with the applicable law as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

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

4.2 Accounting, Inspection and Auditing

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

4.3 Consultant Actions requiring Employer's prior Approval

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

Entering into a subcontract for the performance of any part of the Services, it being understood

- (i) That the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employers prior to the execution of the subcontract, and
- (ii) That the Consultant shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract; and

4.4 Specific Responsibilities of the Consultant

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

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

4.5 Reporting obligations

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

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

All submission of the Consultant such as drawings, designs, estimates, reports, etc., shall be of five hard copies and three soft copies each. Drawings shall be of A0 / A1 sizes.

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

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

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Employer, and the Consultant, shall not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. The Consultant shall however not use these documents for any purpose to any agency other than the client without prior written approval of the client.

6. Equipment and Materials furnished by the Employer.

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

7. Consultants' Personnel

7.1 General

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

7.2 Resident Project Manager

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

The services shall be performed at Jaipur by establishing local office at Jaipur with land line phone & fax etc. facility.

8. Obligations of the Employer

8.1 Assistance and Exemptions

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

8.2 Access to Land

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

8.3 Change in the Applicable Law

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

9 Time Schedule:

9.1 Payments to the Consultant

Billing and payments in respect of the Contract shall be made as stated in section 12.3 of TOR. All payments shall be made in Indian Rupees.

9.2 Mode of Billing and Payment

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

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

9.3. Fairness and good faith

9.3.1 Good Faith

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

9.3.2 Operation of the Contract

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

9.4 Secrecy and Confidentiality

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

9.5. Settlement of Disputes

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

10 Foreclosure

10.1 The Employer may, by not less than fifteen (15) *days* written notice of fore closure (the expiry of the notice period whereof being the date of termination) to the Consultant, without assigning any reason whatsoever at any stage of the contract, terminate the contract.

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

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

11. Jurisdiction of court

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

SECTION – IV
TERMS OF REFERENCE

1.BACKGROUND

Jaipur Development Authority, Jaipur is desirous of obtaining Engineering consultancy for Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahal Palace Hotel Chauraha (Sardar Patel Marg), Jaipur to facilitate traffic movement in the city.

2. OBJECTIVES & DESCRIPTION OF ASSIGNMENT

The main objectives of the service shall be to prepare Feasibility Report, DPR & Tender documents for Engineering consultancy for Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahal Palace Hotel Chauraha (Sardar Patel Marg), Jaipur.

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

3. Scope of work.

Preparation of Feasibility Report, conceptual drawings, detailed drawings with DPR, tender documents & BOQ for Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahal Palace Hotel Chauraha (Sardar Patel Marg), Jaipur.

The consultant shall make a submission of his vision to solve the congestion and traffic problem at these junctions and design the junctions and gardens with an urban character of Jaipur and beautify the roads and surrounding islands. The consultant is expected to design the garden and other projects to enhance the tourist footfall creating unique architectural creations as per Jaipur architecture. The consultant will prepare and suggest a wholesome plan for the traffic solution and development / beautification.

SNo	Name of work
1.	Construction of Elevated road from Ambedkar Circle to O.T.S to Jawahar Circle
2.	Construction of Elevated road from Collectorate Circle to Rajmahal Palace Hotel Chauraha (Sardar Patel Marg)

*For all above works, the designing of safe pedestrian paths shall be prominently considered in the designs and drawings.

The project cost for the above works is estimated as Rs. 1500.00 Crores.

4. Description of Assignment

The Consultant's services shall consist of the following stages in Preparation of feasibility report, Conceptual plans with approval / Preliminary Project Preparation Drawings, Detailed Engineering/ Architectural Drawings with Detailed Project Report/ Preparation of bidding documents with BOQ.

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

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

5.1 Conceptual plans & feasibility report.

The conceptual plans are to be prepared by conducting detailed surveys, traffic data survey for minimum 3 days, survey of underground services, measurement of available land, and verification of data, site conditions, requirement of facilities, rehabilitation of any structure/ structures if required, re-routing / realignment of underground services, traffic diversion plans etc.

The consultant shall prepare various possible options for the solution to be considered for finalizing the best feasible solution.

The feasibility report shall necessarily cover the following:

1. Details of the surveys / studies, detailed topographical survey undertaken by the consultant, alignment of proposed road, data collected & the interpretations, design principles & technology adopted in the proposed structure.
2. Conformity with the standards and prevalent codes.
3. Technical feasibility of the solution & its limitation.
4. Cost involved in various possible options.
5. Drawings, 3D elevations, traffic flow pattern, land use and adjacent building structure, simulation study etc.
6. Details & drawings of the pedestrian movement and other services proposed.
7. Details of the shifting / relocation of services / structures and the cost of the same.
8. Recommendations

Detailed scope of services for preparation of Detailed Project Report

- Detailed Topographic Survey
- Preparation of Detailed plans

- Detailed Geo-Technical investigations at each pier location has to be conducted up to minimum 40 mtr depth or if excess depth required as applicable as per codal provision. Consultant shall carry out all geotechnical test in the laboratory by in house facility in Jaipur or by NABL accredited lab.
- Preliminary design and cost estimation.
- Detailed investigations for all surface and underground utilities and the relocation plan.
- Engineering designs and Drawings for complete structures, aesthetic & beautification plan, Landscape plan etc.
- Consultant has to get proof checking of structural drawings from MNIT or IIT at his own cost. No additional payment will be made by JDA on this account.
- Detailed Bill of Quantities and Cost Estimation.
- Construction Methods,
- Tender drawings and Tender Documents.
- Site visits during construction period and modification in drawing and design and proof checking (No extra cost to be paid for poof checking of modified design and drawings) of same if required as per site condition.
- Safety audit at DPR level in accordance with norms as specified in relevant IRC specification.
- Quality assurance system.
- Traffic diversion plan.

5.2.1 Deliverables

The consultant shall submit the details of

- Measurement of spaces, verification of Data & Site condition
- Layout & overall plan
- Traffic Survey of 3 days with flow direction survey.
- Geo technical Investigations at site.
- Planning as per prevailing codes of practice of JDA/IRC/NBC/MORTH.
- Planning green and energy efficient structures.
- Structural designs (PSC/RCC structure) - with steel minimum grade 500D and cement minimum grade OPC 43-grade with proof checking of structural design from MNIT/IITs.
- Bill of quantities with specifications and bid document for construction.
- Planning of street furniture and amenities.
- Landscaping and Horticulture plan.
- Plantation Plan, Horticulture, outdoor lighting, pathway & pavements.
- Design of services like sanitary, plumbing, electrical, telephone, water supply, sewerage, drainage etc.
- Design of Pedestrian facilities and road amenities.
- Provision for Handicapped persons (specially able persons)
- Architect/Civil/Structural Engineer of the consultant for layout work, supervision of work will visit the construction site when desired by the Engineering in charge without any payment.

- Plan, elevation and 3D View in hard copy as well as in soft copy.
- Physical 3D model of project and walkthrough.

Detailed Scope of Services

6. General Scope of Assignment:

The Consultant shall collect the available data and information relevant for the project. The consultant should ensure detailed project preparation incorporating value engineering, quality audit and safety audit requirement in design and implementation. All activities related to field studies, design and documentation shall be done as per the latest guidelines of codes & specifications of JDA/IRC/NBC/MORTH.

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

6.1 General

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

Preliminary works like setting and maintenance of permanent benchmarks, reference points, central line of framed structures, etc., shall be prepared by Total Station. It shall also include making adjustment in the layout, if required, as per site conditions and as directed by the JDA. The layout shall be got approved from the JDA before starting actual work. Existing levels of the area under the scope of work shall also be recorded.

Provision to be made for all safety measures for pedestrian, workmen, Equipment etc., as considered necessary by the JDA during field surveys.

Identification of services like sewer lines, water supply lines, electric and telephone cables, etc., and finalization of founding levels by drilling bores up to the rock level.

It is also made clear that the intending tenderer should visit the site of work and physically assess the activities that are involved for completing the detailed Project Report.

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

7. DETAILED GEO TECHNICAL SURVEY:

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

The borings in strata other than rock will extend to a depth not less than one and a half times the width of the foundation in question below the founding level, the bores will extend to depth of 3m in hard rock. The scheme for borings will be prepared by the Consultant.

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

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

(i) Safe Bearing Capacity. (ii) Specific gravity (iii) Bulk density (iv) Shear tests

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

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

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

8. CONCEPTUAL DRAWING

Conceptual drawing for the project to be prepared and submitted to JDA with specific recommendations based on relative merits and demerits. The approved conceptual drawing should form basis for further detailed designs and Estimates.

9. COST ESTIMATE & DRAWINGS

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

Drawings

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

10. TENDER DOCUMENTS

Tender Documents shall be prepared as per Two bid document based on Government of Rajasthan/JDA to facilitate the e-procurement.

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

11. SCHEDULE FOR COMPLETION OF THE ASSIGNMENT.

S.No.	Particulars	Time (From date of commencement)
1	Topographical survey, Geo-technical survey, traffic study, traffic count, Survey of existing services, inspection of the area & surroundings etc. Preparation of Conceptual plans and preliminary drawings as per requirements, in consultation with concerned authorities, and approval of the above. Preparation of technical designs, cost estimates and preparation of Feasibility report.	30 days
2	Based on approval of preliminary drawings, preparation of architectural drawings, structural design of foundation, substructure and super structure, elevations, sections, perspective views, 3D models, simulation study, pedestrian movement spaces etc., presentation and approval of final drawings.	60 days
3	Preparation of various required working drawings like layout plan, centre line plans, foundations and footing details, elevations, sections etc., including development works. Preparation of BOQ and tender document with market rate analysis of Non BSR items.	90 days
4	Preparation and submission of various services drawings	100 days

	drainage, electrical, CCTV, security, communication cable etc.	
5	Preparation and submission of detailed landscape & horticulture drawings, beautification work.	125 days
6	Preparation of Architectural model of the project	150 days

12. SPECIFIC RESPONSIBILITIES OF THE CONSULTANT.

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

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

12.2 It will be the consultant's responsibility to get the Conceptual drawing, Feasibility report and Structural Design approved by JDA for which he may have to prepare as many modified drawings and design as required. No extra payment shall be given on this account.

12.3 Payments shall be made according to the following schedule:

S. No.	Milestone	Payment in % age	Cumulative %age
PART-A			
1	Topographical survey, Geo-technical survey, traffic study, traffic count, Survey of existing services, inspection of the area & surroundings etc.	10%	10%
2	Preparation of Conceptual plans and preliminary drawings as per requirements, in consultation with concerned authorities, and approval of the above. Preparation of technical designs, cost estimates and preparation of Feasibility report.	10%	20%

3	Based on approval of feasibility report, preliminary drawings, preparation of architectural drawings, structural design of substructure and super structure, elevations, sections, perspective views, 3D models, simulation study etc., presentation and approval of final drawings.	15%	35%
4	i) Preparation of drawings as relevant codes requirements for their approval. Preparation of various required work drawings like layout plan, centre line plans, foundations and footing details, elevations, sections etc., including development works. Preparation of BOQ and tender document with market rate analysis of Non BSR items. For work to be carried out in Phase wise manner. ii) Preparation and submission of various services drawings drainage, electrical, CCTV, security, communication cable etc.	25%	60%
5	Landscape drawings & beautification work etc. preparation of 3D model (Physical, Animated) and Walk Through.	10%	70%
6	On completion of structure	10%	80%
PART-B			
7	Site Visit by Team Leader of consultancy firm and the key personnel given after commencement of work at site (a) After Completion of work at S.No. 1 & 2 (b) After completion of work at S.No. 3&4 (c) After completion of whole work	8% 8% 4%	8% 16% 20%
G. TOTAL (PART-A + PART-B)			100%

The proposed works are as follows:

SNo	Name of work
1.	Construction of Elevated road from Ambedkar Circle to O.T.S to Jawahar Circle
2.	Construction of Elevated road from Collectorate Circle to Rajmahal Palace Hotel Chauraha (Sardar Patel Marg)

Payment shall be made to the consultant for the work as per the payment schedule mentioned at para 12.3 above.

For the purposes of payment to the consultant, estimated cost of the projects as per 12.3 above shall be treated as cost of project for payments up to stage 4 of the work (up to first 70% payment of the work). However, the payments of subsequent stages and the final payable amount shall be calculated based on the actual work order amounts of the

works, arrived through tendering process. Payments made up to stage 4 shall be accordingly revised once work orders are issued and the work order amounts are known. The reckoning of consultancy on basis of actual cost, as given above, shall be applicable

only when the actual cost of project, after tendering, comes lower than the estimated cost given at 12.3 above. In case the actual cost increases, after tendering, the consultancy fee will be limited to fee calculated on the estimated cost.

It is clarified that the cost of shifting of utilities, rehabilitation works, land acquisition, any extra / excess work required during execution and O&M costs of future shall not be accounted for calculating cost of works for the purpose of calculation of consultancy fee under this contract.

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

JDA shall provide the consultant available reports, if already available, data and services appropriate to achieve the objectives of the study. However, the consultant shall be responsible for the analysis and interpretation of all data received and to undertake other studies to validate the data and give conclusions and recommendations derived from these data, geo technical services and proof consultancy of structural design. JDA shall confirm the shifting of services, if required.

14. FINAL OUT PUT

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

15. REVIEW AND MONITORING OF CONSULTANTS WORK

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

16. KEY PROFESSIONALS FOR THE REQUIRED SERVICES:

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

1. Team Leader
2. Bridge Engineer
3. Structural Designer
4. Traffic Engineer
5. Pavement Specialist

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

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

1. Team Leader Rs. 100,000/- per month
2. Bridge Engineer Rs. 100,000/- per month
3. Structural Designer Rs.75,000/- per month
4. Traffic Engineer and pavement specialist Rs 50,000/- per month

17. COMPENSATION FOR UNREASONABLE DELAY

If the consultant fails to complete / deliver the various stages of consultancy assigned in point 11 as per the scope of the work in the given time, he is liable for compensation. He shall, without prejudice to any other right or remedy be liable for compensation @ **1% per week** (of the unexecuted amount) at each stage, by the accepting authority on the individual contract value, up to a maximum 10% of the contract value amount and debarring the firm for one year for participating in tenders, if so decided.

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

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

The Engineer-In-charge shall keep a watch as to whether the actual progress of work is as

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

18. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENT.

General

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

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

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

19. RETENTION MONEY

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

20. PENALTY

Penalty for Error/ Variation

If variation in any of the main quantities of work, cost overrun beyond 5% shall be charged on the consultant for which the consultant should have necessary insurance as

mentioned in clause 4.1 (ii) of Section –III, General Conditions of Contract.

Penalty for delay

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

21. ACTION FOR DEFICIENCY IN SERVICES

21.1 Consultants Liability towards the client

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

21.2 Warning/ Debarring/ Blacklisting

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

22. SITE VISITS

Chief Architect (Team Leader) as appointed by the firm has to make at least one visit per month during the projects as instructed by engineer in charge for which payments shall be made as per payment schedule.



SECTION V. TECHNICAL PROPOSAL – STANDARD FORMS

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V- A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

From.....

To

Sub: - Preparation of Feasibility Report and DPR for the work Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahal Palace Hotel Chauraha (Sardar Patel Marg), JDA, Jaipur

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

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

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant: Address:

V- B. CONSULTANT'S REFERENCES

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

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

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

Consultants Name: _____

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

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

V- D. SITE APPRECIATION

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

V- F. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

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

2. Support Staff

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

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

Proposed Position

Name of Consultant:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity: _____ Nationality: _____

Member ship in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date:

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

Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

V- H. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No	Name	Position	Reports Due/ Activities	Weeks (in the form of a Bar Chart)*																Number of weeks
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
1																		Sub total (1)		
2																		Sub total (2)		
3																		Sub total (3)		
4																		Sub total (4)		
5																		Sub total (5)		
6																		Sub total (6)		
7																		Sub total (7)		

Part time :

Full-time: _____
 Reports _____
 Due: _____
 Activities Duration : _____

Signature: _____

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

Full Name: _____
 Title: _____
 Address: _____

V- I. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Week wise Program (in form of Bar Chart) ++ <i>[1st, 2nd, etc. are weeks from the start of assignment]</i>															
Sl. No	Item of Activity (work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10 th	11 th	12 th	13 th	14 th	15 th	16 th

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

B. Completion and Submission of Reports

S.No.	Particulars	Time (From date of commencement)
1	Topographical survey, Geo-technical survey, traffic study, traffic count, Survey of existing services, inspection of the area & surroundings etc. Preparation of Conceptual plans and preliminary drawings as per requirements, in consultation with concerned authorities, and approval of the above. Preparation of technical designs, cost estimates and preparation of Feasibility report	30 days
2	Based on approval of preliminary drawings, preparation of architectural drawings, structural design of substructure and super structure, elevations, sections, perspective views, 3D models, simulation study, pedestrian movement spaces etc., presentation and approval of final drawings.	60 days
3	Preparation of various required working drawings like layout plan, centre line plans, foundations and footing details, elevations, sections etc., including development works. Preparation of BOQ and tender document with market rate analysis of Non BSR items.	90 days
4	Preparation and submission of various services drawings	100 days

	drainage, electrical, CCTV, security, communication cable etc.	
5	Preparation and submission of detailed landscape & horticulture drawings, beautification work.	125 days
6	Preparation of Architectural model of the project	150 days

**SECTION – VI
FINANCIAL PROPOSAL
STANDARD FORMS**

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VI B	Format for Financial Bid	64-65

SECTION – VI
VI A - PRICE BID

From

To
The Executive Engineer -1
Jaipur Development Authority
Jaipur.

Sir,

Sub: Preparation of Feasibility Report and DPR for the work Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahal Palace Hotel Chauraha (Sardar Patel Marg), JDA, Jaipur

Ref: No.... /

I / We..... Consultant / Consultancy
firm herewith enclose price proposal for selection of my / our firm organization as
consultant for

Yours faithfully,

Signature_____

Full Name

Address

(Authorised Representative)

SECTION – VI
VI B - FINANCIAL PROPOSAL – STANDARD FORMS
FORMAT FOR FINANCIAL BID

FROM

To:
The Executive Engineer- 1
JDA Jaipur.

Sir,

Sub: Preparation of Feasibility Report and DPR for the work Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahal Palace Hotel Chauraha (Sardar Patel Marg), JDA, 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 inclusive of all taxes is quoted and submitted as below.

S.No	Particulars	Qty	Rate to be quoted in Rs.	Consultancy amount to be quoted (amount in figures and words)
1	<p>Part-A Preparation of Feasibility Report and DPR for the work Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahal Palace Hotel Chauraha (Sardar Patel Marg), JDA, Jaipur</p> <p>The quote would also include preparation and installation of 3D architectural physical model showing all details of the structure / structures, landscaping & beautification details etc. The size of model shall be 8 feet x 4 feet rested on a study steel frame. The model shall be enclosed by 3-5 mm thick acrylic sheet.</p>	1		

Note :

- 1. The bidder should quote rates inclusive of all taxes.**
- 2. The rates quoted should also be inclusive of requisite number of site visits.**
- 3. The offer includes proof checking charges to be paid by consultant to MNIT/IIT. No additional payment will be made by JDA on this account.**

Total quoted fee/rate is.....% of the estimated project cost which is Rs.__(In words_____). Our financial bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the Proposal, i.e. (120 days from due date for receipt of the bids).

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

Name and Title of Signatory:
Name of Firm and complete Address

Contact Numbers:

Email :

SECTION – VII
FORM's OF CONTRACT FOR CONSULTANT'S SERVICES

VII-A. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 20____, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultants").

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

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

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

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

NOW THEREFORE the parties hereto hereby agree as follows

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

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of contract (hereinafter called "SC")
- (c) The following Appendices

Appendix A : Description of the Services -----
Appendix B : Reporting Requirements -----
Appendix C : Key Personnel -----
Appendix D : Services and Facilities to be provided by the Client -----

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

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract

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

FOR AND ON BEHALF OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF
CONSULTANT]

By
(Authorized Representative)

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

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

[Name of Member]
By
(Authorized Representative)

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

VII-B. Form of Letter of Acceptance

From

--

Sub: - Bid for..

Ref: - Your Bid for the above work

* * * * *

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

You are hereby informed that the referenced Bid is accepted.

You are requested to furnish the security deposit in the form specified in the Conditions of Contract within seven days of the receipt of this letter and are also requested to be present all the Office of the Executive Engineer (1), JDA for execution of Contract documents along with non-judicial stamp paper are per conditions of contract.

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

Please return this copy duly accepted and signed.

Instructions to Bidders, or

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

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

This Guarantee will remain in force for next 24 months after the bid opening date as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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

Date _____ Signature of the
Bank _____

Witness _____ Seal ___ [Signature, Name and Address]

[Note: To be furnished on non-judicial stamp of Rs. 10/-.]

VII-D. Form of Agreement

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) this Form of Agreement;
 - b) Section I: Notice Inviting Bid
 - c) Section II: Instructions to Bidders
 - d) Section III: General Conditions of Contract
 - e) Section IV: Terms of reference
 - f) Section V: Price bid, Format for Financial Bid, Form of Bid, Bid appendix, Form of Letter of Acceptance, Form of Bank Guarantee for Security Deposit, form of agreement.
 - g) Section VIII: Schedules of Supplementary Information
 - Schedule A - Form of Bank Guarantee for EMD
 - Schedule B - Income Tax PAN No.
 - Schedule C - Project Experience Record
 - Schedule D - Methodology of Work
 - Schedule E - Activity Schedule
 - Schedule F - Equipment
 - Schedule G - Bio-data of Technical Personnel for the work
 - Schedule H - Record of arbitration and Litigation
 - Schedule I - History of Criminal cases
 - Schedule J - Form of General Power of Attorney
 - Schedule K - Affidavit
 - Schedule L - Undertaking for not being Blacklisted : Annexure 1
 - Schedule M - General Affidavit

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

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

Signed, Sealed And Delivered.

By the said

By the said

Name

Name.....

On behalf of the Contractor

On behalf of the Contractor

In the presence of:

In the presence of:

.....

.....

Name

Name

Address.....

Address.....

SECTION VIII

Schedules of supplementary information

SCHEDULE – A

IRREVOCABLE & UNCONDITIONAL BANK GUARANTEE
FOR BID SECURITY DEPOSIT

To
Secretary,
Jaipur Development Authority,
Jaipur

Sub:

Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of _____ [Name of the Bidder] against the Bid Security for Bid for

_____ (Name of work)
WHEREAS, _____ [name of Bidder with address] (hereinafter called “the Bidder”) has submitted his Bid dated

_____ (Name of Work) (hereinafter called “the Bid”).
KNOW ALL PEOPLE by these presents that we

_____ (Name of Bank) of having our registered office at _____ [name of country] having our registered office at _____ (hereinafter called “the Bank”) are bound unto Secretary, Jaipur Development Authority. (Hereinafter called “the Employer”) in the sum of Rupees _____ [Amount of Security in figures] _____ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20_____.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the

Instructions to Bidders;

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

This Guarantee will remain in force for next 24 months after the bid opening date i.e. (08.08.2024), as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No. ICICI 0006754 Bank Account No.675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____
[Signature, Name and Address]

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

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

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

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

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

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

Note:

If the Bidder is a company, annual reports of the financial year 2017 to 2024, along with audited report under the companies act shall be furnished.

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

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

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

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

BALANCE SHEET						(Rs. Lakhs)			
Liabilities	31.03.24	31.03.23	31.03.22	31.03.21	31.03.20	31.03.19	31.03.18		
1.Paid up Capital									
2.Reserves and Surplus									
3.Borrowings:									
3.1 Term loan from Fis									
3.2 Working Capital Loans									
3.3 Other Loans									
3.4 Interest Accrued & Due on									
Sub – total									
4. Current Liabilities & Provisions									
4.1 Creditors for Materials									
4.2 Advances on Contracts									
4.3 Provisions									
Sub Total									
TOTAL									
Assets									
5. Fixed Assets - Gross Block									
Less Cumulative Depreciation									
Net Fixed Assets									
6. Capital Work-in-Progress									
7. Investments									
8.Current Assets, Loans,									
8.1 Inventories									
8.2 Sundry Debtors									
8.3 Cast and Bank Balance									
8.4 Loans and Advances									
Sub-Total									
9.Expenses and losses to the									
Extent not written off									
TOTAL									
Financial Indicators:									
*Net worth									
*Current Ratio									
*Liquid Ratio									
*Capital Employed									
*Debt : Equity Ratio									
PROFIT&LOSS ACCOUNT Rs Lacs									
INCOME	31.03.24	31.03.23	31.03.22	31.03.21	31.03.20	31.03.19	31.03.18		
1.Income From Operations									
2.Other Income									

**TOTAL
EXPENDITURE**

- 3. Materials
- 4. Salaries and Wages
- 5. Administrative and
Other Exp.
- 6. Interest
- 7. Depreciation
- 8. Deferred Revenue
- Exp. w/o
- 9. Other
Expenses w/o

10 TOTAL Expenditure

11. Profit Before Tax

- 12. Less Income tax

13. Profit After Tax

- 14. Prior Period Adjustments
- 15. Extra-ordinary Items
- 16. Profit Available For Appropriations
- 17. Less Dividend

18. Retained Profit Financial Indicators :

- *Profit Before Tax To : Capital
Employed (%) Net Worth (%)
Sales (%)
Earning Per Share (Rs.)
- *Cash Generated from Operations

SCHEDULE – C

Project Experience Record

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

Signature of Bidder

SCHEDULE – D
METHODOLOGY OF WORK

SCHEDULE – E
ACTIVITY SCHEDULE

SCHEDULE – F
EQUIPMENT

SCHEDULE – G

(See Clause 16 of Section IV, TOR)

BIO-DATA OF TECHNICAL PERSONNEL OF THE WORK

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

Signature of Bidder

SCHEDULE – H

Record of Arbitration & Litigation

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

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

Name :
Signature:
Seal of Company

Date:
Designation:

SCHEDULE – I

History of criminal cases

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

Name : _____

Signature : _____

Date : _____

(Seal) Designation : _____

SCHEDULE – J
FORM OF GENERAL POWER OF ATTORNEY

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

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

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

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

WITNESSES:

	Name of Partner	Signatures
1.	1.	1.
	2.	2.
	3.	3.

2. Date :

SCHEDULE – K
AFFIDAVIT

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

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

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

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

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

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

dated

dated

dated

(Add if the addenda issued are more than 3)

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

Dated this day of 20 ..

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

.....
(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness

SCHEDULE – L

Annexure 1

UNDERTAKING FOR NOT BLACKLISTED

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

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

1. We have not been Blacklisted or Deregistered by any Central/ State Government / Public Sector Undertaking or, Autonomous Bodies etc.
2. None of our work has rescinded by the client after award of contract during last 10 years.
3. We have not left any work incomplete assigned by any Central/ State Government or Public Sector Undertaking, Autonomous Bodies etc. in the last three years.

Stamp and Signature of Authorized Signatory

SCHEDULE – M

AFFIDAVIT

I/We.....Proprietor/Partner/Authorize
signatory of M/s under take the oath that all
the information furnished by me/us in this bid for the assessment of
Bid.....
.....is correct to the best of my/our knowledge.

If any information is found to be incorrect JDA has right to reject the Bid and to
take action against me/us as per rules.

.....

Proprietor/ Partner/ Authorized signatory

M/s

.....

SECTION- IX

ADDENDA

Issued by Executive Engineer-1, JDA (if any)

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

S.No.

Date of Issue

SECTION- X

RTPP Act Annexure's

Annexure – A

(Refer clause 4 of Section II, Instruction to Bidders)
Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

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

Conflict of interest.-The Bidder participating in a bidding process must no have a Conflict of Interest.

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

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

Signature of Bidder.

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name:-

Designation

Address:-

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

Grievance Redress during Procurement Process.

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

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

(1) Filing an appeal:-

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

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

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

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

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

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

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

(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

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

Signature of Bidder.

FORM No. 1

[see rule 83]

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

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

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

Appellant's Signature

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

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary quantities.

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

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

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

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

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

Signature of Bidder

Abbreviations -

INR :Indian Rupee

RISL :Raj comp Info Services Ltd.

JDA : Jaipur Development Authority, Jaipur

MB : Main Building of JDA

CCC : Citizen Care Centre, JDA

OCBS : Quality & Cost Based Selection

SD : Security Deposit

BG : Bank Guarantee

DSC : Digital Signature Certificate

RTPP: Rajasthan Transparency in Public Procurement

UBN : Unique Bid Number

MNIT :Malaviya National Institute of Technology, Jaipur

IIT : Indian Institute of Technology

BOO : Bill of Quantities

BSR : Basic Schedule of rates

GPA : General Power of Attorney

Item Rate BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work:- Preparation of Feasibility Report and DPR for the work Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahhal Palace Hotel Chauraha (Sardar Patel Marg), JDA, Jaipur

Contract No: EE-1/04/2024-25

PRICE SCHEDULE				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
Sl. No.	Particulars	Quantity	Consultancy rate to be quoted (Amount in Rs.) Rs. P	TOTAL AMOUNT In Words
1	2	3	6	7
1	<p>Preparation of Feasibility Report and DPR for the work Construction of Elevated roads from Ambedkar Circle to O.T.S. to Jawahar Circle and Collectorate circle to Rajamahhal Palace Hotel Chauraha (Sardar Patel Marg), JDA, Jaipur</p> <p>The quoted rate would also include preparation and installation of 3D architectural physical model showing all details of the structure / structures, landscaping & beautification details etc. The size of model shall be 8 feet x 4 feet rested on a study steel frame. The model shall be enclosed by 3-5 mm thick acrylic sheet.</p>	1.00	0.00	INR Zero Only
	<p>Note :</p> <p>1. The bidder should quote rates inclusive of all taxes.</p> <p>2. The rates quoted should also be inclusive of requisite number of site visits.</p> <p>3. The offer includes proof checking charges to be paid by consultant to MNIT/IIT. No additional payment will be made by JDA on this account.</p>			
Total in Figures			0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only			