

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

BID DOCUMENT

for

Consultancy services for preparation of feasibility report for construction of sector road from Tonk road to Phagi road in Zone-14, JDA, Jaipur

INDEX

S.No.	Section	Description of Item	Page No
1	Section -I	Notice Inviting Bid	4-8
2	Section-II	Instruction to Bidders (ITB)	9-27
3	Section -III	General Conditions of Contract	28-40
4	Section IV	Terms of Reference	41-78
5	Section -V	Technical Proposal-Standard Forms	79
	V-A	Technical Proposal Submission form	80
	V-B	Consultants references along with completion Certificates	81
	V-C	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.	82
	V-D	Site appreciation	83
	V-E	Description of the methodology and work plan for performing the assignment.	83
	V-F	Team composition and task assignments	83
	V-G	Format of Curriculum Vitae of proposed key professional staff.	84-85
	V-H	Time schedule for professional personnel.	86
	V-I	Activity (work) schedule.	87-88
6	Section-VI	Financial Proposal-Standard Forms	89
	VI- A	Price Bid/BoQ	90
	VI-B	Format for Financial Bid	91-93
7	Section VII	Form of Contractor Consultant Service	84
	VII-A	Form of Contract	94-95
	VII-B	Form of Letter of Acceptance	96
	VII-C	Form of Bid Security	97-98
	VII-D	Form of Agreement	99-100
8	Section VIII	Schedule of Supplementary Information	101
	Schedule-A	Form of Bank Guarantee for EMD	101-102
	Schedule-B	Income Tax PAN No.	103-105
	Schedule-C	Project Experience Record	106
	Schedule-D	Methodology of work	107
	Schedule-E	Activity Schedule	107
	Schedule-F	Equipment	107
	Schedule-G	Bio-data of Technical personnel for the work	108
	Schedule-H	Record of Arbitration and Litigation	109
	Schedule-I	History of criminal cases	110
	Schedule-J	Form of General Power of attorney	111-112
	Schedule-K	Affidavit	113-114
	Schedule-L	Undertaking for not being Blacklisted : Annexure 1	115

	Schedule-M	General Affidavit	116
8	Section IX	Addenda issued by Executive Engineer, JDA	117
9	Section X	RTPP Act Annexure"s	118
		RTPP Act Annexure –A	118
		RTPP Act Annexure-B	119
		RTPP Act Annexure-C	120-122
		RTPP Act Annexure-D	123-124
10		Abbreviations	125

NOTICE INVITING BID

जयपुर विकास प्राधिकरण, जयपुर

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

बिड आमंत्रण सूचना

क्रमांक / जिवप्रा / अधि.अभि.-14 / 2024-25 / डी-810

बिड संख्या-अधि.अभि.-14/07/2024-2025

जयपुर विकास प्राधिकरण, अधिशाषी अभियंता—14 द्वारा Consultancy services for preparation of feasibility report for construction of sector road from Tonk road to Phagi road in zone-14,JDA,Jaipur राशि रू 100.00 लाख की निविदा दिनांक 07.08.2024 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. JDA2425SLOB00144

निविदा दाता को निविदा में भाग लेने हेत् 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 <u>www.eproc.rajasthan.gov.in</u> पर पंजीकृत हो।

अधिशाषी अभियन्ता—14 जविप्रा, जयपुर।

दिनांकः 16.07.2024

JAIPUR DEVELOPMENT AUTHORITY

Room No. MB-FF-101, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 Telephone: +91-141-2569696. Email: jainprateek29@gmail.com; M. No. 9799492974

No:- JDA/EE-14/2024-25/D-810 Dated: 16.07.2024

NOTICE INVITING BID NIB No.: EE-14/07/2024-25

Online bids are invited up-to 6.00 PM of 07.08.2024 for the work of Consultancy services for preparation of feasibility report for construction of sector road from Tonk road to Phagi road in zone-14, JDA, Jaipur of Rs. 100.00 Lacs. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM dated 07.08.2024. 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.sppp.rajasthan.gov.in and www.sppp.rajasthan.gov.in

UBN No. IDA2425SLOB00144

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.infor online e- Bid submission.

Executive Engineer-14 JDA, Jaipur

Annexure: 2

Dated: 16-07-2024

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

JAIPUR DEVELOPMENT AUTHORITY

Room No. MB FF -101, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 Telephone: +91-141-2569696 Email: jainprateek29@gmail.com

No:- JDA/EE-14/2024-25/D-810

NOTICE INVITING BID

NIB No.:EE-14/07/2024-25

Name & Address of the Procuring Entity	➤ Name: Executive Engineer- 14, Jaipur Development Authority ➤ Address: Room No.MB FF-101, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan) ➤ Email:- jainprateek29@gmail.com		
Subject matter of procurement	Consultancy services for preparation of feasibility report for construction of sector road from Tonk road to Phagi road in zone-14, JDA, Jaipur		
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 , <a href="</th">		

Website for online Bid application and payment *	 ➤ 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. ○ Bidding document fee: Rs.5000/- (Rupees Five thousand only) ○ RISL Processing Fee: Rs. 1500/- (Rupees one thousand five hundred only) ○ Requisite Bid Security Deposit 	
Estimated Procurement Cost	> INR Rs. 1,00,00,000.00/-(One Crore Rupees)	
Bid Security Deposit	Amount (INR): 2% (Rs. 2,00,000.00/-) of Estimated Procurement Cost for general Bidder and 0.5% (Rs. 50,000.00/-) for bidder registered in class C-I of consultancy category in JDA, Jaipur.	
Date/time/place of Pre-Bid	 24.07.2024 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 entity="" of="" procurement=""></address></date> 	
Applying bid and making online	➤ Start Date: 19.07.2024 at 10.00 AM onwards	
payment on JDA portal	➤ End Date: 07.08.2024 at 6.00 PM	
(www.jda.urban.rajasthan.gov.in)	➤ In case EMD in form BG original bank guarantee is to be submitted in room no . CCCB-FF-106, CCC Building, JDA, Jaipur by 12.08.2024 up to 06.00 PM	
Bid submission on e-procurement	➤ Start Date: 19.07.2024 at 10.00 AM onwards	
portal of GOR	➤ End Date: 07.08.2024 at 6.00 PM	
(www.eproc.rajasthan.gov.in)		
**Date/ Time/ Place of Technical Bid	> 13.08.2024 at 03.00 PM Room No. CCC/TF/309, PMIS cell, Ram Kishore Vyas	
Opening	Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur 302004 (Rajasthan)	
Date/ Time/ Place of Financial Bid	To be informed after evaluation of technical bid	
Opening	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	> 3 Months	
	decided to receive earnest money deposit (EMD) (Bid Security), Tender fee and JDA portal. The bid security options available in tender for participants are as	
Note:		
	authorized signatory) shall submit their offer on-line in electronic formats both for l and financial proposal.	
2. In case,	any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, subject to confirmation), its Bid shall not be accepted.	
Certifica digitally	icipate in online bidding process, Bidders must procure a Digital Signature ate (Type III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved g agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital	

- 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-14

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-14, 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, withoutassigning 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 TRANPARENCY 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 TRANPARENCY IN PUBLIC PROCUREMENT ACT, 2012

and Rules, 2013 provisions of THE RAJASTHAN TRANPARENCY 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 2012vide 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 initialled 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 initialled 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. 1500/- (Rupees one 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. 2, 00,000.00/-) of estimated procurement cost and @ 0.5% (Rs. 50,000.00/-) 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. (13.08.2024) 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:

(c) 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, subcriteria 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. 60.00 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 DPR and feasibility of four/six lane projects.

(d) Financial Standing:

A Firm applying should have Experience of preparation of Detailed Project Report of four/six lane or Feasibility of Four/ six lane projects indicative length of the package (i.e. 30 km). The consultant should have executed/completed consultancy work of similar nature work like Feasibility of Four/ six lane projects etc. As per following:-

a. 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. 60.00 lacs in last seven years

Or

- b. 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. 40.00 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 60.00 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 <u>"Two Bid"</u> 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

- <u>Part 1: Envelope "A"</u> 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. <u>Deadline for submission of Bids</u>

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

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. MB FF-101 Main 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 (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. <u>Determination of responsiveness</u>

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 24.07.2024 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	PARAMETER	MAXIMUM	
CODE		MARKS	CRITERIA
1	Firm's Experience	35	1 One work of Consultancy more than 60.00 lacs – 15 Marks 2 For each additional work of consultancy more than 40.00 lacs – 10 marks each (Maximum two works) (2x 10 Marks)
2	Proposed Methodology and work plan & Site Appreciation	10	Evaluation will be based on the quality of submissions
3	Relevant Experience of Key Personnel	55	
3 (a)	Team Leader	15	Shall have Master degree in Structures/Highway Engineering with minimum 15 years of experience in relevant sectors Relevant degree and experience certificate and CV should be self attested.
3 (b)	Transport Planner	10	Shall have Master degree in Transport/Transportation Engineering with minimum 10 years of experience in relevant sector. Relevant degree and experience certificate and CV should be self attested.
3 (c)	Environment Planner	10	Shall have Master degree in Environment planning/engineering/science with minimum 10 years of experience in relevant sector Relevant degree and experience certificate and CV should be self attested

3(d)	Material cum Geo technical Engineer	8	Shall have BE/Btech in civil Engineering with minimum 8 years of experience in relevant sectors Relevant degree and experience certificate and CV should be self attested	
3 (e)	GIS Expert	7	Shall have Mtech/Msc/PG Diploma in remote sensing/GIS-Geoinformatic with minimum 5 years of experience in relevant sectors. Relevant degree and experience certificate and CV should be self attested	
3 (f)	Quantity Surveyor	5	Shall have Degree/ Diploma in Civil Engineering with minimum 5 years of experience in relevant sectors. Relevant degree and experience certificate and CV should be self attested	
Field Surveyor, Field engineer, CAD Operator and data entry operator etc				

(ITI/Diploma/Degree with minimum 3 years of experience)

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.

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 year"s value shall be given weight age 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

- i. 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.
- ii. 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:

 $S = S_t \times T_0 + S_f \times P_0$.

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:

 $S_f = 100 \text{ x F}_m/\text{ F}$ 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.

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.

The name of the Client: - The Jaipur Development Authority, Jaipur

18.1 (JDA)

The method of selection - Quality and Cost-Based Selection (QCBS)

A technical and a Financial Yes Proposals are requested

The name, objectives and description - As per TOR of the Assignment

The assignment is phased: as below

- a) Preparation of 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) 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 etc., presentation and approval of final drawings including providing soft copies.
- c) 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.
- d) 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.
- e) Preparation and submission of architectural working details & structural details as specified in scope of work.
- f) 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 -14,

Jaipur Development Authority, Jaipur.

PIN 302004, Telephone: 0141-2569696

19.1Proposals should be submitted in the following Language(s):

- English

19.1.1 (i) Short listed Consultants may associate with

- No

Other short listed Consultant

Other short listed Consultant

The minimum required experience

- As Detailed in criteria

(ii) The minimum required experience of Proposed key professional staff in evaluation (iii) Reports which are part of the assignment must - English In the following language

(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 A 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-14, 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-V" means the Commissioner

- / Additional Chief Engineer-V, 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 day"s 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 fulfil 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 fire fighting 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.
- 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.

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.

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

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 analysed by the Consultant. The responsibility for the correctness of using such data shall rest with the Consultant. All such information, data and reports shall be treated as confidential.

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

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 AO / A1 sizes.

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

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

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

1.BACKGROUND

Jaipur Development Authority, Jaipur is desirous of obtaining for Consultancy services for preparation of feasibility report for construction of sector road from Tonk road to Phagi road in Jaipur region.

2. OBJECTIVES & DESCRIPTION OF ASSIGNMENT

The main objectives of the service shall be to feasibility report for construction of sector road from Tonk road to Phagi road in zone 14, JDA, 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. Role and Responsibilities at different stages of Land Acquisition

The Consultant in the process of his deliverables, is expected to:

- (i) To delineate and propose the most optimal alignment and take care of geometrics of the road to meet safety parameters while finalizing the DPR;
- (ii) Identify and avoid (to the extent feasible) all such structures (religious structures, public utilities cremation grounds, private structures) in the RoW of the road project that could become major hindrances at the time of project execution;
- (iii) Procure or create digitized, geo referenced cadastral/land revenue maps for the purpose of land acquisition activities. Where state governments of local agencies have already digitized cadastral maps, the consultant shall arrange to procure such maps. The digitized map should exactly match the original map so that the dimensions and area of plots can be extracted from the map itself.
- (iv) Co-ordinate collection of all relevant land revenue records (including Khasra maps, Khatiyan, Jamabandi etc.) from the local land revenue administration office required for preparation of Draft notification.
- (v) Clear identification and preparation of an inventory of the assets attached to the land under acquisition (e.g. Structures, trees, crops or any such assets which should be valued for payment of compensation);
- (vi) Co-ordination with offices of various departments like Land Revenue Office (or Tehsil), Registrar office and other State departments (public works department, horticulture department, forest department /JDA etc.) for evaluation of assets (Structures, tree, crops etc.) attached to the land and liaison with respective State authority for authentication of the valuation.
- (vii) Prepare and inventory of all the utilities (electrical/water supply lines/gas pipelines etc.-
- (viii) both linear and cross overs) and all such structures (religious structure, public utilities, cremation grounds, private structures) in the RoW of the road project that could become major hindrances at the time of project execution;
- (ix) Carefully avoid location of any Flyover/VUP/elevated structure where a high tension electricity line (66/132/220/400 KV etc.) is crossing over so as to avoid raising of suchline at such point, while designing the road projects;

- (x) Assist in demarcation of the acquired land and installation of the boundary stones/pillars/peg makings along the RoW of the alignment;
- (xi) Alignment of road must be followed by ZDP Planning of JDA.

4. General

4.1 Primary Tasks

General Scope of Services shall cover the following:-

- i. Review of all available reports and published information about the project road andthe project influence area;
- ii. Environmental impact assessment, including such as related to cultural properties, natural habitats, involuntary resettlement etc.
 - ii (a). Public consultation, including consultation with Communities located along the road, NGOs working in the area, other stake-holders and relevant Government departments at all the different stages of assignment (such as inception stage, feasibility stage, preliminary design stage and once final designs are concretized).
- iii. Detailed Reconnaissance;
- iv. Identification of possible improvements in the existing alignment and bypassing congested locations with alternatives, evaluation of different alternatives comparison on techno-economic and other considerations and recommendations regarding mostappropriate option;
- v. Traffic studies including traffic surveys and Axle load survey and demand forecastingfor next thirty years;
- vi. Inventory and condition surveys for road;
- vii. Inventory and condition surveys for bridges, cross-drainage structures, other Structures, river Bank training/Protection works and drainage provisions;

- viii. Detailed topographic surveys using LiDAR equipped with minimum engineering grade system or any other better technology having output accuracy not less than (a) specified in IRC SP 19 (b) Total Station (c) GPS/ DGPS. The use of conventional high precision instruments i.e Total Station or equivalent can be used at locations such as major bypasses, water bodies etc. where it may not be possible to survey using LiDAR. Use of mobile / Aerial LiDAR survey is preferable.
- ix. Pavement investigations;
- x. Sub-grade characteristics and strength: investigation of required sub-grade and sub-soil characteristics and strength for road and embankment design and sub soil investigation;
- xi. Identification of sources of construction materials;
- xii. Detailed design of road, its x-sections, horizontal and vertical alignment and design of embankment of height more than 6m and also in poor soil conditions and where density consideration require, even lesser height embankment. Detailed design of structures preparation of GAD and construction drawings and cross-drainage structures and underpasses etc.
- xiii. Identification of the type and the design of intersections;
- xiv. Design of complete drainage system and disposal point for stormwater
- xv. Value analysis / value engineering and project costing;
- xvi. Economic and financial analyses;
- xvii. Contract packaging and implementation schedule.
- xviii Strip plan indicating the scheme for carriageway widening, location of all existing utility services (both over- and underground) and the scheme for their relocation, trees to be felled, transplanted and planted and land acquisition requirements including schedule for LA: reports documents and drawings arrangement of estimates for cutting/ transplanting of trees and shifting of utilities from the concerned department;
- xix Develop 3D engineered models of terrain and elevation, as-is project highway, proposed and project highway along with all features, current and proposed structures, current and proposed utilities and land acquisition plans.
- xx To find out financial viability of project for implementation and suggest the preferred mode on which the project is to be taken up.
- 4.2 While carrying out the field studies, investigations and design, the development plans being implemented or proposed for future implementation by the local bodies, should be taken into account. Such aspect should be clearly brought out in the reports and drawings.

4.3 The local and slow traffic may need segregation from the main traffic and provision of service roads and physical barrier including fencing may be considered, wherever necessary to improve efficiency and safety.

4.4 Standards and Codes of Practices

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

4.5 Quality Assurance Plan (QAP)

- 1. (i) The Consultants should have detailed Quality Assurance Plan (QAP) for all field studies including topographic surveys, traffic surveys, engineering surveys and investigations, design and documentation activities. The quality assurance plans/procedures for different field studies, engineering surveys and investigation, design and documentation activities should be presented as separate sections like engineering surveys and investigations, traffic surveys, material geo-technical and sub-soil investigations, road and pavement investigations, investigation and design of bridges & structures, environment and R&R assessment, economic & financial analysis, drawings and documentation, preparation, checking, approval and filing of calculations, identification and tractability of project documents etc. Further, additional information as per format shall be furnished regarding the details of personal who shall be responsible for carrying out/preparing and checking/verifying various activities forming part of feasibility study and project preparation, since inception to the completion of work. The detailed Draft QAP Document must be discussed and finalized with the concerned JDA officers immediately upon the award of the Contract and submitted as part of the inception report.
 - (ii) It is imperative that the QAP is approved by JDA before the Consultants start the field work.

4.6 Review of Data and Documents

1. The Consultants shall collect the available data and information relevant for the Study. The data and documents of major interest shall include, but not be limited to, the following:

- i. Climate;
- ii. Road inventory
- iii Road condition, year of original construction, year and type of majormaintenance/rehabilitation works;
- iv. Condition of bridges and cross-drainage structures;
- v. sub-surface and geo-technical data for existing bridges;
- vi. Hydrological data, drawings and details of existing bridges;
- vii Existing geological maps, catchment area maps, contour plans etc. for the project area viii Condition of existing river bank / protection works, if any.
- ix. Details of sanctioned / on-going works on the stretch sanctioned by MoRT&H/otheragencies for Tie-in purposes
- x. Survey and evaluation of locally available construction materials;
- xi. Historical data on classified traffic volume (preferably for 5 years or more);
- xii. Origin-destination and commodity movement characteristics; if available
- xiii. Speed and delay characteristics; if available;
- xiv. Commodity-wise traffic volume; if available;
- xv. Accident statistics; and,
- xvi. Vehicle loading behavior (axle load spectrum), if available.
- xvii Type and location of existing utility services (e.g. Fibre Optical Cable, O/H and U/GElectric, Telephone line, Water mains, Sewer, Trees etc.)
- xviii Environmental setting and social baseline of the project.

4.7 Traffic Surveys

All traffic surveys and studies will be completed in feasibility studies.

4.7.1 Number and Location of Survey Stations

1. The type of traffic surveys and the minimum number of survey stations shall normallybe as under, unless otherwise specifically mentioned.

Sl. No.	Descri ption	Number of Survey Stations
1.	Classified Traffic Volume Count	3
2.	Origin-Destination and Commodity Movement Minimum 2 Characteristics	
3.	Axle Loading Characteristics	2
4.	Intersection Volume Count	All Major Intersections

5.	Speed-Delay Characteristics	Project Road Section
6.	Pedestrian/animal cross traffic count	All major inhabitation s alongthe highway
7.	Turning movement surveys	For all major intersections

- 2. The number of survey locations indicated in the table above are indicative only for each road stretch under a package. Suitable maps and charts should accompany the proposals clearly indicating the rationale for selecting the location of survey Station.
- 3. The methodology of collection and analysis of data, number and location of traffic survey stations shall be finalized in consultation with JDA prior to start of the traffic survey.

4.7.2 Classified Traffic Volume Count Survey

- Consultant shall make use of traffic survey done by Indian Highways Management Company Limited (IHMCL) using ATCC systems. However in isolated locations where there are site constraints, manual counting can be done. If required, especially in cases where a particular stretch is not covered by IHMCL, DPR consultant should carry out classified traffic volume count survey using ATCC systems or latest modern technologies.
- Consultant shall use ATCC systems that can meet the following accuracy levels after validation/ calibration:

(a) Classification of vehicles: better than 95%

(b) Counting of vehicles: better than 98%

Before validation and calibration, the ATCC system shall meet the following accuracylevels:

(a) Classification of vehicles: better than 90%

(b) Counting of vehicles: better than 95%

For verification of above accuracy levels, audit of raw ATCC shall be done by the consultant on a sampling basis and should submit a certificate in this regard.

- 3. ATCC systems such as Pneumatic Tube Detector, Inductive Detector Loop, Video Image Detection, and Infrared Sensor or latest technologies shall be adopted.
- 4. The classified traffic volume count surveys shall be carried out for 7 days (continuous, direction-wise) at the selected survey stations. The vehicle classification system as given in relevant IRC code may be followed. However, the following generalized classification system is suggested in view of the requirements of traffic demand estimates and economic analysis:

Motorised Traffic			Non-Motorised Traffic
2-Wheeler			Bi-Cycle
3-Wheeler			Cycle-Rickshaw
Passenger Car			Animal Drawn Vehicle (ADV)
Utility Vehicle (Jeep, Van etc.)			Hand Cart
			Other Non-Motorised Vehicle
Bus	Mini Bus Standard Bus		
LCV	LCV-PassengerLCV-Freight		
Truck	ck MCV : 2-Axle Rigid Chassis		
	HCV: 3-Axle Rigid Chassis		
	MAV	Semi Articulated	
		Articulated	

- 5. All results shall be presented in tabular and graphical form. The survey data shall be analyzed to bring out the hourly and daily variations. The traffic volume count per day shall be averaged to show a weekly average daily traffic (ADT) by vehicle type. The annual average daily traffic (AADT) shall be worked out by applying seasonal factors.
- 6. The consultant shall compile the relevant traffic volume data from secondary sources also..

4.7.3 Origin Destination and Commodity Movements Surveys

- 1. The consultants shall carry out 1-day (24 hour, both directions) O-D and commodity movement surveys at locations finalized in consultation with State PWD Uttar Pradesh. These will be essentially required around congested towns to delineate through traffic. The road side interviews shall be carried out on random sample basis and cover all four-wheeled vehicles. The location of the O-D survey and commodity movement surveys shall normally be same as for the classified traffic count.
- 2. The location of origin and destination zones shall be determined in relation to each individual station and the possibility of traffic diversion to the Project Road from/to other road routes including bypasses.
- 3. The trip matrices shall be worked out for each vehicle type information on weight for trucks should be summed up by commodity type and the results tabulated, giving total weight and average weight per truck for the various commodity types. The sample size for each vehicle type shall be indicated on the table and also in the graphical representations.
- 4. The data derived from surveys shall also be analyzed to bring out the lead and load characteristics and desire line diagrams. The data analysis should also bring out the requirement for the construction of bypasses.

- 5. The distribution of lead and load obtained from the surveys should be compared. The axle load surveys shall normally be done using axle load pads or other sophisticated instruments. The location(s) of count station(s) and the survey with those derived from the axle load studies.
- 6. The commodity movement data should be duly taken into consideration while making the traffic demand estimates.

4.7.4 Turning Movement Surveys

- 1. The turning movement surveys for estimation of peak hour traffic for the design of major and minor intersections shall be carried out for the Study. The details regarding composition and directional movement of traffic shall be furnished by the Consultant.
- 2. The methodology for the surveys shall be as per IRC: SP: 41-1994. The details including location and duration of surveys shall be finalized in consultation with State PWD Uttar Pradesh officials. The proposal in response to this TOR shall clearly indicate the number of locations that the Consultants wish to conduct turning movement surveys and the rationale for the same.
- 3. The data derived from the survey should be analyzed to identify requirements of suitable remedial measures, such as construction of underpasses, fly-overs, interchanges, grade-separated intersections along the project road alignment. Intersections with high traffic volume requiring special treatments either presently orin future shall be identified.

4.7.5 Axle Load Surveys

- 1. Axle load surveys in both directions shall be carried out at suitable location(s) in the project road stretch on a random sample basis normally for trucks only (both empty and loaded trucks) for 2 normal days (24 hours) at special count stations to be finalized in consultation with State PWD Uttar Pradesh. However, a few buses may be weighed in order to get an idea about their loading behavior. While selecting the location(s) of axle load survey station(s), the locations of existing bridges with load restrictions, if any, should be taken into account and such sites should be avoided.
- 2. Axle load surveys shall normally be done using axle load pads or other sophisticated instruments. The location(s) of count station(s) and the survey methodology including the data formats and the instrument type to be used shall be finalized before taking up the axle load surveys
- 3. The axle load data should be collected axle configuration-wise. The number of equivalent standard axles per truck shall be calculated on the basis of results obtained. The results of the survey should bring out the VDF for each truck type (axle configuration, if the calculated VDF is found to be below the national average, then national average shall be used. Furthermore, the data from axle load surveys should be analyzed to bring out the Gross Vehicle Weight (GVW) and Single Axle Load (SAL) Distributions by truck type (axle configuration).
- 4. The Consultant shall ascertain from local enquiries about the exceptional live loads that have used the highway in the past in order to assess the suitability of existing bridges to carry such loads.

4.7.6 Speed-Delay Surveys

The Consultants shall carry out appropriate field studies such as moving car survey to determine running speed and journey speed. The data should be analyzed to identify sections with typical traffic flow problems and congestion. The objective of the survey would be to recommend suitable measures for segregation of local traffic, smooth flow of through traffic and traffic safety. These measures would include the provision of bypasses, under-passes, fly-overs, interchanges, grade-separated intersections and service roads.

4.7.7 Pedestrian / animal cross traffic surveys:

- 1. These shall be conducted to determine if provision of viaduct for pedestrians/animals is necessary to improve the traffic safety.
- 2. Consultant shall leverage information from local consultations, inputs from local governmental/ non-governmental agencies in selecting sites for checking pedestrian/ animal crossing traffic surveys.
- 3. Surveys for provision of pedestrian crossings shall minimum be conducted at all junctions being replaced by grade separators.

4.8 Engineering Surveys and Investigations

4.8.1 Reconnaissance and Alignment

- 1. The Consultants should make an in-depth study of the available land width (ROW) topographic maps, satellite imageries and air photographs (Drone survey) of the project area, geological maps, catchment area maps, contour plans, flood flow data and seismological data and other available relevant information collected by them concerning the existing alignment. Consultant himself has to arrange the required maps and the information needed by him from the potential sources. Consultant should make efforts for minimizing land acquisition. So that, Greater use of technology for LA be adopted by the consultant at the DPR stage so as to have a precise land acquisition process.
- 2. The detailed ground reconnaissance may be taken up immediately after the study of maps and other data. The primary tasks to be accomplished during the reconnaissance surveys include;
 - (i). topographical features of the area;
 - (ii). typical physical features along the existing alignment within and outside ROW i.e. land use Pattern;
 - (iii). possible alignment alternatives, vis-a-vis, scheme for the construction of additional lanes parallel to the existing road;
 - (iv). realignment requirements including the provision of bypasses, ROBs / Flyovers and via-duct for pedestrian crossings with possible alignment alternatives;
 - (v). preliminary identification of improvement requirements including treatments and measures needed for the cross-roads;
 - (vi). traffic pattern and preliminary identification of traffic homogenous links;
 - (vii). sections through congested areas;
 - (viii). inventory of major aspects including land width, terrain, pavement type, carriageway type, bridges and structures (type, size and location), intersections(type, cross-road category, location) urban areas (location, extent), geologically sensitive areas, environmental features:

- (ix). critical areas requiring detailed investigations; and,
- (x). Requirements for carrying out supplementary investigations.
- (xi). soil (textural classifications) and drainage conditions
- (xii). Type and extent of existing utility services along the alignment (within ROW. $\,$
- (xiii). Typical physical features along the approach roads

Possible bridge locations, land acquisition problems, nature of crossings, likely length of approaches and bridge, firmness of banks, suitability of alignment of approach roads.

- 3. The data derived from the reconnaissance surveys are normally utilized for planning and programming the detailed surveys and investigations. All field studies including the traffic surveys should be taken up on the basis of information derived from the reconnaissance surveys.
- 4. The data and information obtained from the reconnaissance surveys should be documented. The data analysis and the recommendations concerning alignment and the field studies should be included in the Inception Report. The data obtained from the reconnaissance surveys should form the core of the database which would be supplemented and augmented using the data obtained from detailed field studies and investigations.
- 5. The data obtained from the reconnaissance surveys should be compiled in the tabular as well as graphical (chart) form indicating the major physical features and the proposed widening scheme for JDA comments. The data and the charts should also accompany the rationale for the selection of traffic survey stations.

4.8.2 Topographic Surveys

- 1. The basic objective of the topographic survey would be to capture the essential ground features along the alignment in order to consider improvements and for working out improvements, rehabilitation and upgrading costs. The detailed topographic surveys should normally be taken up after the completion of reconnaissance surveys.
- 2. The carrying out of topographic surveys will be one of the most important and crucialfield tasks under the project. Technologies which can meet the following accuracy levels shall be adopted. For land based surveys (a) Fundamental horizontal accuracy of 5cm or better (b) Fundamental vertical accuracy of 5cm or better (c) More than 50 points shall be measured per sq. m and for aerial based surveys (a) Fundamental horizontal accuracy of 5 cm or better (b) Fundamental vertical accuracy of 5 cm or better (c) More than 10 points shall be measured per sq. m. To establish accuracy, a check point survey using DGPS (for horizontal accuracy) and Auto Level (for vertical accuracy) shall be carried out to establish the fundamental horizontal and vertical accuracy. A minimum of 25 check points, or check points once every 4 km should be established, and these should be strictly different from any geo-referencing or control network points.
- 3. The following are the set of deliverables which should be submitted after completion of survey:
 - (a). Raw DGPS data for the entire highway length and adjoining areas of interest
 - (b). Point cloud data or equivalent for the entire highway length and adjoining areas of interest in a format/ platform as per industry good practice which shall be amenable to operations by MoRT&H/ State PWD Uttar Pradesh / Consultant. State PWD Uttar Pradesh may decide about format/ platform of point cloud data
 - (c). Topographic map of scale as per IRC SP 19 of the entire highway length and

Contour map of 50 cm of entire highway length and adjoining areas ofinterest

- (d). Cross section of the highway at every 50 m in drawing format.
- (e). Develop a digital elevation/surface model (bare earth model from survey data) digital terrain model combining topographic data from LiDAR, road inventory and other available sources of data for use while modeling the road alignment and road and structure design.
- (f). For land based surveys, Mobile LiDAR (Light Detection and Ranging) or better technology that can meet above requirements shall be adopted. For aerial based surveys, Aerial Mobile LiDAR (Light Detection and Ranging) or better technology that can meet above requirements shall be adopted. Where possible, mobile/terrestrial LiDAR and total station or better studies should be used to supplement aerial LiDAR for the final alignment chosen. Aerial based surveys shall be used as the primary source of topographical data only in cases where a new/green field alignment is being planned and/or major junctions are being planned where it is necessary to significantly increase the survey corridor beyond the capabilities of mobile LiDAR. In shadow areas such as invert levels below culverts, terrestrial LiDAR shall be used where LiDAR or better technologies cannot survey accurately, traditional methods of Total Station/ Auto Level shall be used to complete the study.
- (g). In case of mobile LiDAR or better technology, 360 degree panoramic images of the entire highway length and adjoining areas of interest shall be submitted. In case of aerial LiDAR or better technology, ortho-images of the entire highway length and adjoining areas of interest shall be submitted.
- (h). The detailed field surveys would essentially include the following activities:
 - i. Topographic Surveys along the Existing Right of Way (ROW): Carrying out topographic survey using LiDAR or better technology along the existing road and realignments, wherever required and properly referencing the same with reference pillars fixed on either side of the centre-line at safe places within the ROW
 - ii. The detailed field surveys would essentially include the topographic surveys along the proposed location of bridge and alignment of approach road.
 - iii. The detailed topographic surveys should be carried out along the approach roadsalignment and location of bridge approved by State PWD Uttar Pradesh.
 - iv. Collection/ Extraction of details for all features such as structures (bridges, culverts etc.) utilities, existing roads, electric and telephone installations (both O/H as well as underground), huts, buildings, fencing and trees (with girth greaterthan 0.3metre) oil and gas lines etc. falling within the extent of survey.

4 The width of survey corridor will generally be as given under:

- (i). The width of the survey corridor should take into account the layout of the existing alignment including the extent of embankment and cut slopes and the general groundprofile. While carrying out the field surveys, the widening scheme (i.e. right, left or symmetrical to the centre line of the existing carriageway) should be taken into consideration so that the topographic surveys cover sufficient width beyond the centre line of the proposed divided carriageway. Normally the surveys should extend a minimum of 30 m beyond either side of the centre line of the proposed divided carriageway or land boundary whichever is more
- (ii). In case the reconnaissance survey reveals the need for bypassing the congested locations, the traverse lines would be run along the possible alignments in order to identify and select the most suitable alignment for the bypass. The detailed topographic surveys should be carried out along the bypass alignment approved by JDA. At locations where grade separated intersections could be the

- obvious choice, the survey area will be suitably increased. Field notes of the survey should be maintained which would also provide information about traffic, soil, drainage etc.
- (iii). The width of the surveyed corridor will be widened appropriately where developments and / or encroachments have resulted in a requirement for adjustment in the alignment, or where it is felt that the existing alignment can be improved upon throughminor adjustments.
- (iv). Where existing roads cross the alignments, the survey will extend a minimum of 100 m either side of the road centre line and will be of sufficient width to allow improvements, including at grade intersection to be designed.
- 8. The surveyed alignment shall be transferred on to the ground as under:
- i. Reference Pillar and Bench Mark / Reference pillar of size 15 cm X 15 cm X 45cm shall be cast in RCC of grade M 15 with a nail fixed in the centre of the top surface. The reference pillar shall be embedded in concrete upto a depth of 30cm with CC M10 (5 cm wide all around). The balance 15 cm above ground shall be painted yellow. The spacing shall be 250m apart, incase Bench Mark Pillar coincides with Reference Pillar, only one of the two need be provided.
- ii. Establishing Bench marks at site connected to GTS Bench marks at a interval of 250 metres on Bench mark pillar made of RCC as mentioned above with RL and BM No. marked on it with red paint.
- iii. **Boundary Pillars** Wherever the proposed alignment follows the existing alignment, the boundary pillars shall be fixed by the consultant at an interval of 200m on either side of proposed Right of Way. Wherever there is a proposal of realignment of the existing Highway and/or construction of New Bypasses, Consultant shall fix boundary pillars along the proposed alignment on the extreme boundary on either side of the project Highway at 50 m interval. Boundary pillars shall be strictly provided as per IRC: 25:1967.

4.8.2.1 Longitudinal and Cross-Sections

The topographic surveys for longitudinal and cross-sections shall cover the following:

- i. longitudinal section levels along final centre line shall be taken at every 10 m interval. The levels shall be taken at closer intervals at the curve points, small streams, and intersections and at the locations of change in elevation. The interval shall also be modified as per IRC: SP-19 for rolling, mountainous & steep terrain.
- ii. Cross sections at every 50 m interval in full extent of survey covering sufficient number of spot levels on existing carriageway and adjacent ground for profile correction course and earth work calculations. Cross sections shall be taken at closer interval at curves. The interval shall be modified as per IRC SP 19 for rolling, mountainous & steep terrain.
- iii. Longitudinal section for cross roads for length adequate for design and quantity estimation purposes.
- iv. Longitudinal and cross sections for major and minor streams shall cover Cross section of the channel at the site of proposed crossing and few cross sections at suitable distance both upstream and downstream, bed level upto top of banks and ground levels to a sufficient distance beyond the edges of channel, nature of existing surface soil in bed, banks & approaches, longitudinal section of channel showing site of bridge etc. These shall be as per recommendations contained in IRC Special Publication No. 13 (Guidelines for the Design of Small Bridges and Culverts) and provisions of IRC:5 ("Standard Specifications & Code

obvious choice, the survey area will be suitably increased. Field notes of the of Practice for Road Bridges, Section 1 - General Features of Design").

obvious choice, the survey area will be suitably increased. Field notes of the

- 2. At feasibility study stage cross sections at 50m interval may be taken.
- 3. Consultants shall also develop an as-is map of the road including:
- i. Geo-referenced digital map of as-is project highway
- ii. Earth surface, road layers, utilities, buildings and trees with feature data extracted and mapped in layers, marked on the map and tabulated data provided separately.
- iii. All road, surface, sub surface inventory, pavement investigation and soil survey data tobe super-imposed as layers using geo-referencing data

- 1. The Consultants shall collect details of all important physical features along the alignment. These features affect the project proposals and should normally include buildings and structures, monuments, burial grounds, cremation grounds, places of worship, railway lines, stream / river / canal, water mains, sewers, gas/oil pipes, crossings, trees, plantations, utility services such as electric, and telephone lines (O/H & U/G) and poles, optical fibre cables (OFC) etc. The survey would cover the entire right-of-way of the road on the adequate allowance for possible shifting of the central lines at some of the intersections locations.
- 2. Consultant shall also map out sub-surface utilities. Accurate mapping and resolution of all sub-surface utilities up to a depth of 4 m shall be carried out. Differentiation between sub-surface utilities such as live electric cables, metallic utilities and other utilities shall be indicated and sub-surface utilities radargrams further processed into utility maps in formats such as PDF, JPEG and AutoCAD shall be furnished. To meet the accuracy levels, consultant shall use Ground Penetrating Radar, Induction Locator or better technologies.
- 3. The information collected during reconnaissance and field surveys shall be shown on a strip plan so that the proposed improvements can be appreciated and the extent of land acquisition with LA schedule, utility removals of each type etc. assessed and suitable actions can be initiated. Separate strip plan for each of the services involved shall be prepared for submission to the concerned agency.

4.8.4 Road and Pavement Investigations

The Consultants shall carry out detailed field studies in respect of road and pavement. The data collected through road inventory and pavement investigations should be sufficient to meet the input requirements of HDM-IV.

4.8.3.1 Road Inventory Surveys

- 1. Detailed road inventory surveys shall be carried out to collect details of all existing road and pavement features along the existing road sections. The inventory data shall include but not limited to the following:
 - i. Terrain (flat, rolling, mountainous);
 - ii. Land-use (agricultural, commercial, forest, residential etc) @ everykilometre;
 - iii. Carriageway width, surfacing type @ every 500m and every change of feature whichever is earlier;

- iv. Shoulder surfacing type and width @ every 500m and every change of feature whichever is earlier:
- v. Sub-grade / local soil type (textural classification) @ every 500m and every change of feature whichever is earlier;
- vi. Horizontal curve; vertical curve
- vii. Road intersection type and details, at every occurrence;
- viii. Retaining structures and details, at every occurrence;
- ix. Location of water bodies (lakes and reservoirs), at every occurrence;
- x. Height of embankment or depth of cut @ every 200m and every change feature whichever is earlier.
- xi. Land width i.e. ROW
- xii. Culverts, bridges and other structures (type, size, span arrangement and location)
- xiii. Roadside arboriculture
- xiv. Existing utility services on either side within ROW. There shall be a provision of utility corridor for appropriate categories / combination of utilities in the construction of new 4/6 laning of National Highways. Such structures shall be located at appropriate location preferably as close to the extreme edge of Right of Way (RoW). In this connection, guidelines contained in IRC:98 shall be followed.
- xv. General drainage conditions
- xvi. Design speed of existing road
- 2. The data should be collected in sufficient detail. The data should be compiled and presented in tabular as well as graphical form. The inventory data would be stored incomputer files using simple utility packages, such as EXCEL.

5.0 Pavement Investigation

5.1 Pavement Composition

- The consultants shall make trial pits to ascertain the pavement composition.
 The test pit interval will be as per requirement/codal provision.
- *ii.* For each test pit, the following information shall be recorded:
 - test pit reference (Identification number, location):
 - pavement composition (material type and thickness); and
 - subgrade type (textural classification) and condition (dry, wet)
 - embankment (composition and geometry)

5.2 Road and Pavement Condition Surveys

- *iii.* Detailed field studies shall be carried out to collect road and pavement surface conditions. The data should generally cover:
 - pavement condition (surface distress type and extent);
 - shoulder condition;
 - embankment condition; and
 - drainage condition

5.3 Pavement Condition

- cracking (narrow and wide cracking), % of pavement area affected;
- raveling, % of pavement area affected;
- potholing, % of pavement area affected;
- edge break, length (m); and,
- rut depth, mm

5.4 Shoulder Condition

- Paved: Same as for pavement
 - Unpaved: material loss, rut depth and corrugation,
 - Edge drop, mm.

5.5 Embankment Condition

- general condition; and
- extent of slope erosion
- iv. The objective of the road and pavement condition surveys shall be to identify defects and sections with similar characteristics. All defects shall be systematically referenced, recorded and quantified for the purpose of determining the mode of rehabilitation.
- v. In addition to visual means, the pavement condition surveys shall be carried out using Network Survey vehicles mounted with equipments such as high resolution cameras, digital laser profilometer, transverse profiler- the data from which should be geo- referenced using a DGPS receiver and in vehicle data processing software or equivalent technology to accurately measure the pavement surface properties covered earlier. This pavement condition survey shall also be used as a repository for civil work and shall be carried out as per the directions of JDA
- vi. Supplemented by actual measurements and in accordance with the widely accepted methodology (AASHTO, IRC, OECD, TRL and World Bank Publications) adapted to meet the study requirements. The measurement of rut depth would be made using standard straight edges.
- vii. The shoulder and embankment conditions shall be evaluated by visual means and the existence of distress modes (cuts, erosion marks, failure, drops) and extent (none, moderate, frequent and very frequent) of such distress manifestations would be recorded.
- viii. For sections with severe distresses, additional investigations as appropriate shall be carried out to determine the cause of such distresses.
- ix. Middle 200m could be considered as representative sample for each one km. of road and incase all other things are considered similar.

5.6 Drainage Condition

- General condition
- Connectivity of drainage turnouts into the natural topography
- Condition in cut sections
- Condition at high embankments

The data obtained from the condition surveys should be analyzed and the road

segments of more or less equal performance may be identified using the criteria given in IRC: 81-1997.

5.7 Subgrade Characteristics and Strength

- 1. Based on the data derived from condition (surface condition, roughness) and structural strength surveys, the project road section should be divided into segments homogenous with respect to pavement condition and strength. The delineation of segments homogenous with respect to roughness and strength should be done using the cumulative difference approach (AASHTO, 1993).
- 2. The data on soil classification and mechanical characteristics for soils scheme is, therefore, proposed as given under:
 - (i). For the roads along new alignments, the test pits for sub grade soil shall be @5km or for each soil type, whichever is more. A minimum of three samples should be tested corresponding to each homogenous segment.
- 3. The testing for subgrade soil shall include:
 - (i). in-situ density and moisture content at each test pit
 - (ii). Field CBR using DCP at each test pit
 - (iii). Characterization (grain size and Atterberg limits) at each test pitand,
 - (iv). Laboratory moisture-density characteristics (modified AASHTO compaction);
 - (v). Laboratory CBR (unsoaked and 4-day soak compacted at three energy levels) and swell.
- 4. For problematic soils, the testing shall be more rigorous. The characteristics with regard to permeability and consolidation shall also be determined for these soils. The frequency of sampling and testing of these soils shall be finalized in consultation with the JDA officers after the problematic soil types are identified along the road sections.
- The laboratory for testing of material should be got approved from JDA before start of work.
- 6 Investigations for Bridges and Structure

6.1 Inventory of Bridges, Culverts and Structures

The Consultants shall make an inventory of all the structures (bridges, viaducts, ROBs/RUB and other grade separated structures, culverts, etc.) along the road under the project. The inventor5y for the bridges, viaducts and ROBs

shall include the parametres required as per the guidelines of IRC-SP:35. The inventory of culverts shall be presented in a tabular form covering relevant physical and hydraulic parametres.

6.2 Hydraulic and Hydrological Investigations

- 1. The hydrological and hydraulic studies shall be carried out in accordance with IRC Special Publication No. 13 ("Guidelines for the Design of Small Bridges and Culverts") and IRC:5 ("Standard Specifications & Code of Practice for Road Bridges, Section I General Feature of Design"). These investigations shall be carried out for all existing drainage structures along the road sections under the study.
- 2. The consultant shall also collect information on observed maximum depth of scour.
- 3. In respect of major bridges, history of hydraulic functioning of existing bridge, if any, under flood situation, general direction of river course through structure, afflux, extent and magnitude of flood, effect of backwater, if any, aggradation/degradation of bed, evidence of scour etc. shall be used to augment the available hydrological data. The presence of flood control/irrigation structures, if affecting the hydraulic characteristics like causing obliquity, concentration of flow, scour, silting of bed, change in flow levels, bed levels etc. shall be studied and considered in design of bridges. The details of any future planned work that may affect the river hydraulics shall be studied and considered.
- 4. The Consultants shall make a desk study of available data on topography (topographic maps, stereoscopic aerial photography), storm duration, rainfall statistics, top soil characteristics, vegetation cover etc. so as to assess the catchment areas and hydraulic parametres for all existing and proposed drainage provisions. The findings of the desk study would be further supplemented and augmented by a reconnaissance along the area. All-important hydrological features shall be noted during this field reconnaissance.
- 5. The Consultants shall collect information on high flood level (HFL), low water levels (LWL), high tide level (HTL), low tide level (LTL) where applicable, discharge velocity etc. from available past records, local inquiries and visible signs, if any, on the structural components and embankments. Local inquiries shall also be made with regard to the road sections getting overtopped during heavy rains.
- 6. Conducting Model studies for bridges is not covered in the scope of consultancy services. If Model study is envisaged for any bridge, requirement of the same shall be spelt out in the RPF documents separately indicating scope and time frame of such study. Salient features of the scope of services to be included for model study are givenin the supplement- II Terms of Reference.

6.3 Condition Surveys for Bridges, Culverts and Structures

- The Consultants shall thoroughly inspect the existing structures and shall
 prepare a report about their condition including all the parametres given in the
 Inspection pro- forma of IRC-SP:35. The condition and structural assessment
 survey of the bridges / culverts / structures shall be carried out by senior
 experts of the Consultants.
- 3. For the bridges identified to be in a distressed condition based upon the visual

condition survey, supplementary testing shall be carried out as per IRC-SP:35 and IRC-SP:40. Selection of tests may be made based on the specific requirement of the structure.

- 3. The assessment of the load carrying capacity or rating of existing bridges shall be carried out under one or more of the following scenarios:
 - i. when the design live load is less than that of the statutory commercial vehicle plying orlikely to ply on bridge;
 - ii. if during the condition assessment survey and supplementary testing the bridge is found to indicate distress of serious nature leading to doubt about structural and / or functional adequacy, and
 - iii. Design live load is not known nor are the records and drawings available.
- 4. The evaluation of the load carrying capacity of the bridge shall be carried out as per IRC-SP:37 ("Guidelines for Evaluation of Load Carrying Capacity of Bridges"). The analytical and correlation method shall be used for the evaluation of the load carrying capacity as far as possible. When it is not possible to determine the load carrying capacity of the bridge using analytical and correlation method, the same shall be carried out using load testing. The consultant has to exhaust all other methods of evaluation of strength of bridges before recommending to take up load testing of bridges.
- 5. Consultant shall carryout necessary surveys and investigations to establish the remaining service life of each retainable bridge or structure with and without the proposed strengthening and rehabilitation according to acceptable international practice in this regard.

6.4Geo-technical Investigations and Sub-Soil Exploration

1. The Consultants shall carry out geo-technical investigations and sub-surface explorations for the proposed Bridges / Road over bridges/ tunnels/ viaducts/ interchanges etc., along high embankments and any other location as necessary for proper design of the works and conduct all relevant laboratory and field tests on soil and rock samples. The minimum scope of geo-technical investigations for bridge and structures shall be as under:

S. No.	Description	Location of Boring
1		One abutment location and at least one intermediate location between abutments for structures having more than one span
2		One abutment location and at least one intermediate location between abutments for structures having more than one span.
3	Overall length >60 m	Each abutment and each pier locations.

- 2. The deviation(s), if any, by the Consultants from the scheme presented above shouldbe approved by JDA
- 3. However, where a study of geo-technical reports and information available

from adjacent crossings over the same waterway (existing highway and railway bridges) indicates that subsurface variability is such that boring at the suggested spacing will be insufficient to adequately define the conditions for design purposes, the Consultants shall review and finalize the bore hole locations in consultation with the JDA officers.

- 4. Geotechnical Investigations and Sub soil Exploration shall be carried out to determine the nature and properties of existing strata in bed, banks and approaches with trial pits and bore hole sections showing the levels, nature and properties of various strata to a sufficient depth below the level suitable for foundations, safe intensity of pressure on the foundation strata, proneness of site to artesian conditions, seismic disturbance and other engineering properties of soil etc. Geotechnical investigation and Sub-soil Exploration will be done as per IRC 78.
- 5. The scheme for the borings locations and the depth of boring shall be prepared by the Consultants and submitted to JDA for approval. These may be finalized in consultation with JDA
- 6. The sub-soil exploration and testing should be carried out as per IS 1892. The soil testing reports shall be in the format prescribed in relevant IRC Codes.
- 7. For the approach road pavement, bore holes at each major change in pavement condition or in deflection readings or at 2 km intervals whichever is less shall be carried out to a depth of at least 2 m below embankment base or to rock level and are to be fully logged. Appropriate tests to be carried out on samples collected from these bore holes in NABL accredited laboratory to determine the suitability of various materials for use in widening of embankments or in parts of new pavement structure.

6.5 Material Investigations

- 1. The Consultants shall identify sources (including use of fly-ash/ slag), quarry sites and borrow areas, undertake field and laboratory testing of the materials to determine their suitability for various components of the work and establish quality and quantity of various construction materials and recommend their use on the basis of techno- economic principles. The Consultants shall prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of selected borrow areas, quarries and the respective estimated quantities.
- 2. It is to be ensured that no material shall be used from the right-of-way except by way of leveling the ground as required from the construction point of view, or for landscaping and planting of trees etc. or from the cutting of existing ground for obtaining the required formation levels.

- 3. Environmental restrictions, if any, and feasibility of availability of these sites to prospective civil works contractors, should be duly taken into account while selectingnew quarry locations.
- 4. The Consultants shall make suitable recommendations regarding making the borrow and quarry areas after the exploitation of materials for construction of works.

The Material Investigation aspect shall include preparation and testing of bituminous mixes for various layers and concrete mixes of different design mix grades using suitable materials (binders, aggregates, sand filler etc.) as identified during Material Investigation to conform to latest MoRT&H specification

7 Detailed Design of Road and Pavements, Bridges, Structures

7.1General

- 1. The Consultants are to carryout detailed designs and prepare working drawings for the following:
 - High speed highway with divided carriageway configuration complete in all respects with service roads at appropriate locations;
 - Design of pavement for the additional lanes and overlay for the existing road, paved shoulders, medians, verges;
 - Bridges, viaduct/subways and other grade separated structures including ROBs/RUBs etc.
 - iv. At-grade and grade-separated intersections, interchanges (ifrequired);
 - v. ROB for railway crossings as per the requirement and the standards of the Indian Railways; and,
 - vi. Prepare alignment plans, longitudinal sections and cross-sections@ 50mintervals;
 - vii. Designs for road furniture and road safety/traffic controlfeatures;
 - viii. Designs and drawings for service road/under passes/overpass / cattle passes tree planting/fencing at locations where necessary / required
 - ix. Drainage design showing location of turnouts, out falling structures, separate drawings sheet for each 5 km. stretch.
 - x. Bridges and structures rehabilitation plan with design and drawings
 - xi. Traffic amenities (Parking Areas, Weighing Station and Rest Areas, etc.).
 - xii. Design of pavement for approach road
 - xiii. Design of river bank protection / training works. Innovative type of structures with minimum joints, aesthetically, pleasing and appropriate to the topography of the region shall be designed wherever feasible.

7.2 Design Standards

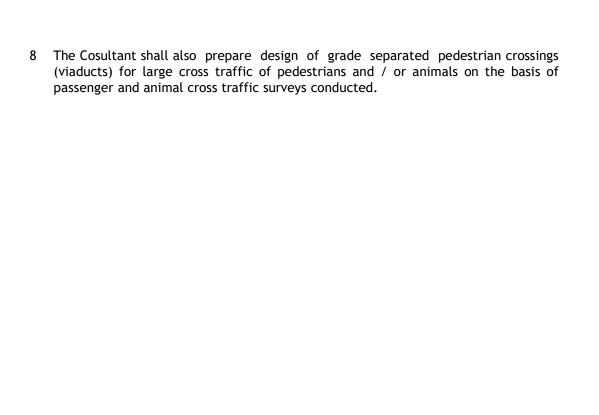
1. The Consultants shall evolve Design Standards and material specifications for the Study primarily based on IRC publications, MoRT&H Circulars and relevant recommendations of the international standards for approval by MoRT&H

2. The Design Standards evolved for the project shall cover all aspects of detailed design including the design of geometric elements, pavement design, bridges and structures, traffic safety and materials.

7.3 Geometric Design

- 1 The design of geometric elements shall, therefore, take into account the essential requirements of such facilities.
- 2 Based on the data collected from reconnaissance and topographic surveys, the sections with geometric deficiencies, if any, should be identified and suitable measures for improvement should be suggested for implementation.
- 3 The data on accident statistics should be compiled and reported showing accident type and frequency so that black spots are identified along the project road section. The possible causes (such as poor geometric features, pavement condition etc.) of accidents should be investigated into and suitable cost-effective remedial measures suggested for implementation.
- 4 The detailed design for geometric elements shall cover, but not be limited to the following major aspects:
- i. horizontal alignment;
- ii. longitudinal profile;
- iii. cross-sectional elements, including refuge lane (50m) at every2kms.
- iv. junctions, intersections and interchanges;
- v. bypasses; and,
- vi. service roads as and when require i.e built up area.

- 2.
- The alignment design shall be verified for available sight distances as per the standard norms. The provision of appropriate markings and signs shall be made wherever the existing site conditions do not permit the adherence to the sight distance requirements as per the standard norms.
- 6 The consultants shall make detailed analysis of traffic flow and level of service for the existing road and workout the traffic flow capacity for the improved project road. The analysis should clearly establish the widening requirements with respect to the different horizon periods taking into account special problems such as road segments with isolated steep gradients.
- In the case of closely spaced cross roads the Consultant shall examine different options such as, providing grade separated structure for some of them with a view to reduce number of at-grade crossings, services roads connecting the cross-roads and closing access from some of the intersections and prepare and furnish appropriate proposals for this purpose keeping in view the cost of improvement, impact on traffic movement and accessibility to cross roads. The detailed drawings and cost estimate should include the provisions for realignments of the existing cross roads to allow such arrangements.



- 9 The Consultant shall also prepare details for at-grade junctions, which may be adopted as alternative to the grade separated structures. The geometric design of interchanges shall take into account the site conditions, turning movement characteristics, level of service, overall economy and operational safety.
- 10 The Consultants shall prepare design and other details in respect of the parallel service roads in urbanized locations and other locations to cater to the local traffic, their effect of the viability of the project on commercial basis if service roads are constructed as part of the project and the implications of not providing the service roads.
- 11 The consultant shall prepare complete road and pavement design including drainage for new bypass option identified around congested town en-route.

7.3.1 Pavement Design

- 1 The detailed design of pavement shall involve:
- i. strengthening of existing road pavement and design of the new pavement if any, if the findings of the traffic studies and life-cycle costing analysis confirm the requirement for widening of the road beyond 2lane undivided carriageway standard;;
- ii. pavement design for bypasses; and,
- iii. design of shoulders.
- 2 The design of pavement shall primarily be based on IRC publications.
- 3 The design of pavement shall be rigorous and shall make use of the latest Indian and International practices. The design alternatives shall include both rigid and flexible design options. The most appropriate design, option shall be established on life-cycle costing and techno-economic consideration.
- 4 For the design of pavement, each set of design input shall be decided on the basis of rigorous testing and evaluation of its suitability and relevance in respect of in-service performance of the pavement. The design methodology shall accompany the design proposals and shall clearly bring out the basic assumptions, values of the various design inputs, rationale behind the selection of the design inputs and the criteria for checking and control during the implementation of works. In other words, the design of pavement structure should take due account of the type, characteristics of materials used in the respective courses, variability of their properties and also the reliability of traffic predictions. Furthermore, the methodology adopted for the design of pavement shall be complete with flowcharts indicating the various steps in the design process, their interaction with one another and the input parameter required at each step.
- 5 For the design of overlays for the existing 2-lane pavement, the strengthening requirement shall duly take into account the strength of the existing pavement vis-à- vis the remaining life. The overlay thickness requirements shall be worked out for each road segment homogenous with respect to condition, strength and sub- grade characteristics. The rehabilitation provisions should also include the provision of regulating layer. For existing pavement with acceptable levels of cracking, provision of a crack inhibiting layer should also be included.
- 5 (a) For rehabilitation and strengthening, consultant shall consider the alternatives of rehabilitating the existing pavement, overlaying with the same or alternate

pavement type (e.g. white/black topping) and also the option of removal and replacement of existing pavement layers and chose the best alternative basis lifecycle costing, and any local considerations such as material availability, time available for construction etc.

- 8 Latest techniques of pavement strengthening like provision of geo-synthetics and cold/hot pavement recycling should be duly considered by the consultant for achieving economy. The use of technology particularly environment friendly technology viz. recycling of bituminous mixes, warm mixes and soil stabilization etc. should be adopted wherever feasible. Clause 519 of the "Specifications for Road and Bridge Works" (Fifth Revision) covers specifications for recycling of existing bituminous pavement materials to upgrade the pavements.. The reclaiming and reprocessing of pavement materials involve both design (how the pavement should be designed using reclaimed materials with the given properties) and technology (the methods to reclaim and reprocess, equipment, knowhow and quality) issues. After addressing these issues, the recycling of pavements will be environmentally and economically better option for rehabilitation, repair or reconstruction compared to the use of fresh or virgin materials. Indian Road Congress has published IRC: 120-2015 on "recommended practice for recycling of bituminous pavements" giving a detailed procedure for its implementation
- The paved shoulders shall be designed as integral part of the pavement for the main carriageway. The design requirements for the carriageway pavement shall, therefore, be applicable for the design of shoulder pavements. The design of granular shoulder should take into account the drainage considerations besides the structural requirements.
- The pavement design task shall also cover working out the maintenance and strengthening requirements and periodicity and timing of such treatments.

7.4 Design of Embankments

- 1. The embankments design should provide for maximum utilization of locally available materials consistent with economy. Use of fly ash wherever available with in economical leads must be considered
- 2. The Consultants shall carry out detailed analysis and design for all embankments of height greater than 6 m based on relevant IRC publications.
- 3. The design of embankments should include the requirements for protection works and traffic safety features.

7.5 Design of Bridges and Structures

1. The data collected and investigation results shall be analyzed to determine the following:

- i. HFL
- ii. LWL
- iii. LBL
- iv. Erodibility of bed/scour level
- v. Design discharge
- vi. Linear waterway and effective linear waterway
- vii. Likely foundation depth
- viii. Safe bearing capacity
- ix. Engineering properties of sub soil
- x. Artesian conditions
- xi. Settlement characteristics
- xii. Vertical clearance
- xiii. Horizontal clearance
- xiv. Free board for approach road
- xv. Severity of environment with reference to corrosion
- xvi. Data pertaining to seismic and wind load
- xvii. Requirement of model study etc.
- 2 The Consultant shall prepare General Arrangement Drawing (GAD) and Alignment Plan showing the salient features of the bridges and structures proposed to be constructed/ reconstructed along the road sections covered under the Study. These salient features such as alignment, overall length, span arrangement, cross section, deck level, founding level, type of bridge components(superstructure, substructure, foundations, bearings, expansion joint, return walls etc.) shall be finalized based upon hydraulic and geo- technical studies, cost effectiveness and ease of construction. The GAD shall be supplemented by Preliminary designs. In respect of span arrangement and type of bridge a few alternatives with cost-benefit implications should be submitted to enable JDA to approve the best alternative. After approval of alignment and GAD the Consultant shall prepare detailed design as per IRC codes/guidelines and working drawings for all components of bridges and structures.
- The location of all at-grade level crossings shall be identified falling across the existing level crossings for providing ROB at these locations. The Consultants shall prepare preliminary GAD for necessary construction separately to the Client. The Consultant shall pursue the Indian Railways Authorities or/and any statutory authority of State/Central Government for approval of the GAD from concerned Authorities.
- 4 GAD for bridges/structures across irrigation/water way channels shall be got approved from the concerned Irrigation/Water way Authorities. Subsequent to approval of GAD and alignment plan by JDA the Consultants shall prepare detailed design as per IRC codes/guidelines for all components of the bridges and structures.
- 5 Subsequent to the approval of the GAD and Alignment Plan by JDA and Railways, the Consultant shall prepare detailed design as per IRC and Railways guidelines and working drawings for all components of the

- bridges and structures. The Consultant shall furnish the design and working drawings for suitable protection works and/or river training works wherever required.
- 6 Dismantling/ reconstruction of existing structures shall be avoided as far as possible except where considered essential in view of their poor structural conditions/ inadequacy of the provisions etc.
- 7 The existing structures having inadequate carriageway width shall be widened/reconstructed in part or fully as per the latest MoRT&H guidelines. The Consultant shall furnish the detailed design and working drawings for carrying out the above improvements.
- 8 Suitable repair / rehabilitation measures shall be suggested in respect of the existing structures as per IRC-SP:40 along with their specifications, drawings and cost estimate in the form of a report. The rehabilitation or reconstruction of the structures shall be suggested based on broad guidelines for rehabilitation and strengthening of existing bridges contained in IRC-SP:35 and IRC-SP:40.
- 9 Subsequent to the approval of the GAD and the alignment plan JDA, detailed design shall also be carried out for the proposed underpasses, overpasses and interchanges.
- 10 The Consultants shall also carry out the design and make suitable recommendations for protection works for bridges and drainage structures.
- 11 In case land available is not adequate for embankment slope, suitable design for RCCretaining wall shall be furnished. However, RES wall may also be considered depending upon techno-economic suitability to be approved by JDA

7.6 Drainage System

- 1. The requirement of roadside drainage system and the integration of the same with proposed cross-drainage system shall be worked out for the entire length of the project road section.
- 2. In addition to the roadside drainage system, the Consultants shall design the special drainage provisions for sections with super-elevated carriageways, high embankments and for road segments passing through cuts. The drainage provisions shall also be worked out for road segments passing through urban areas.
- 3. The designed drainage system should show locations of turnouts/outfall points with details of outfall structures fitting into natural contours. A separate drawing sheet covering every 5 km. stretch of road shall be prepared.
- 4. The project highway shall be designed to have well designed efficient drainage system, which shall be subsurface, as far as possible. While constructing the underpasses, the finished road level shall be determined so as to ensure that

the accumulation of rain water does not take place and run-off flows at the natural ground level. The drains, wherever constructed, shall be provided with proper gradient and connected to the existing outlets for final disposal.

5. The locations of the culverts should be planned in such a way that the proposed culvert covers optimum catchment area & the location shall be decided on the basis of topographical survey, local rainfall data, gradient of natural ground and enquiry from the local habitants. All culverts should preferably be box culverts as pipe culverts get filled up with silt, which is rarely cleared.

7.7 Traffic Safety Features

- 1. The Consultants shall design suitable traffic safety features and road furniture including traffic signals, signs, markings, overhead sign boards, crash barriers, delineators etc. The locations of these features shall be given in the reports and also shown in the drawings.
- 2. As availability of suitable sight distance has a large effect on road safety, the alignment of all the NHs should be finalized in such a way so as to have double the stopping sight distance available to the road users at all locations.

7.8 Arboriculture and Landscaping

The Consultants shall work out appropriate plan for planting of trees (specifying type of plantation), horticulture, floriculture on the surplus land of the right-of way with a view to beautify the highway and making the environment along the highway pleasing. These activities should be included in the TOR for contractor/concessionaire and the cost of these activities shall also be added to the total project cost for civil works. The existing trees / plants shall be retained to the extent possible. The Transplantation of trees shall also be proposed wherever feasible.

8.0 Environmental Impact Assessment

Environment impact assessment or initial environment examination be carried out in accordance with ADB"s Environmental Assessment Requirements of ADB 1998 guidelines for selected infrastructure projects 1993 as amended from time to time Government of India Guidelines, as applicable

8.1 The consultant should carry out the preliminary environmentalscreening toassess the direct and induced impacts due to the project.

- 8.2 The consultant shall ensure to document baseline conditions relevant to the project with the objective to establish the benchmarks
- 8.3 The consultant shall assess the potential significant impacts and identify the mitigation measures to address these impacts adequately.
- 8.4 The consultant shall do the analysis of alternatives incorporating environmental concerns. This should include with and without scenario and modification incorporated in the proposed project due to environment considerations.
- 8.5 The consultant shall give special attention to the environmental enhancementmeasures in the project for the following
- 8.5.1 Cultural property enhancement along the highways
- 8.5.2 Bus bays and bus shelters including a review of their location,
- 8.5.3 Highway side landscape and enhancement of the roadjunctions,
- 8.5.4 Enhancement of highway side water bodies, and
- 8.5.5 Redevelopment of the borrow areas located on public land.
- 8.6 The consultant shall prepare the bill-of-quantities (BOQ) and technical specifications for all items of work in such a way that these may be readily integrated to the construction contracts.
- 8.7 Provision should be made for Noise Barriers wherever (especially where project highway passes through dense habitation) required as a mitigation measure against noise pollution and nuisance. Their location, dimension, type, material and shapes should be determined and defined in environment impact assessment studies forming part of feasibility rep

9.0 Land Acquisition

The Consultant in the process of his deliverables, is expected to:

- 9.1To delineate and propose the most optimal alignment and take care of geometrics of the road to meet safety parameters while finalizing the DPR;
- 9.2 Identify and avoid (to the extent feasible) all such structures (religious structures, public utilities cremation grounds, private structures) in the RoW of the road project that could become major hindrances at the time of project execution:
- 9.3 Procure or create digitized, geo referenced cadastral/land revenue maps for the purpose of land acquisition activities. Where state governments of local agencies have already digitized cadastral maps, the consultant shall arrange to procure such maps. The digitized map should exactly match the original map so that the dimensions and area of plots can be extracted from the map itself.
- 9.4 Co-ordinate collection of all relevant land revenue records (including Khasra maps, Khatiyan, Jamabandi etc.) from the local land revenue administration office required for preparation of Draft notification.
- 9.5 Clear identification and preparation of an inventory of the assets attached to the land under acquisition (e.g. Structures, trees, crops or any such assets which should be valued for payment of compensation);
- 9.6 Co-ordination with offices of various departments like Land Revenue Office (or Tehsil), Registrar office and other State departments (public works department, horticulture department, forest department /JDA etc.) for evaluation of assets (Structures, tree, crops etc.) attached to the land and liaison with respective State authority for authentication of the valuation.
- 9.7 Prepare and inventory of all the utilities (electrical/water supply lines/gas pipelines etc.-
- 9.8 Both linear and cross overs) and all such structures (religious structure, public utilities, cremation grounds, private structures) in the RoW of the road project that could become major hindrances at the time of project execution;
- 9.9 Carefully avoid location of any Flyover/VUP/elevated structure where a high tension electricity line (66/132/220/400 KV etc.) is crossing over so as to avoid raising of suchline at such point, while designing the road projects;
- 9.10 Assist in demarcation of the acquired land and installation of the boundary stones/pillars/peg makings along the RoW of the alignment;
- 9.11 Alignment of road must be followed by ZDP Planning of JDA.

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	Submission of final QAP and Inspection report	10 days
2	Topographical survey, traffic study, traffic count, survey of existing services and drone survey. Preparation of conceptual plans and preliminary drawings as per requirements in consultation with concerned authorities and approval of the above. Including possible alternative alignment/bypass and technical /engineering alternatives Approval of final alignment report.	45 days
3	Engineering survey and investigation like geo-technical survey, material investigation, land acquisition/resettlement plan as per final alignment. EIA report.	70 days
4	Based on approval, preparation of various required drawings like center line plans, profile drawings, L-sections, cross sections, GAD of structures, traffic pattern, suitability of alignment of approach roads, intersections. Preparation and submission of detailed landscape work	80 days

5	Approval of final feasibility report. Value analysis/Value engineering and project costing. Economic and Financial analysis Preparation of 3D model animated and walk through with drone survey	85 days
6	Submission of Final Feasibility report	90 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 Γ-A	Payment in % age	Cumulat ive %age
1	Submission of final QAP and Inspection report	5%	5%
2	Topographical survey, traffic study, traffic count, survey of existing services and drone survey.	15%	20%

3	Preparation of conceptual plans and preliminary drawings as	15%	35%
	per requirements in consultation with concerned authorities		
	and approval of the above. Including possible alternative alignment/bypass and technical /engineering alternatives		
	Approval of final alignment report.		
4	Engineering survey and investigation like geo-technical survey, material investigation, land acquisition/ resettlement plan as per final alignment. EIA report.	15%	50%
5	Based on approval, preparation of various required drawings like center line plans, profile drawings, L-sections, cross sections, GAD of structures, traffic pattern, suitability of alignment of approach roads, intersections. Preparation and submission of detailed landscape work	15 %	65 %
6	Approval of final feasibility report. Value analysis/Value engineering and project costing. Economic and Financial analysis. Preparation of 3D model animated and walk through with drone survey	15 %	80 %
7	Submission of Final Feasibility report	10 %	90%
PAF	RT-B		
7	Site Visit by Team Leader of consultancy firm and the key		
	personnel given after commencement of work at site	4%	4%
	(a) After Completion of work at S.No. 2	470	1 70
	(b) After completion of work at S.No. 3&4	4%	8%
	(c) After completion of whole work	2%	10%
	G. TOTAL (PART-A + PART-B)		100%

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 50% 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 FINAL OUTPUT

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.

14 REVIEW AND MONITORING OF CONSULTANTS WORK.

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

15 KEY PROFESSIONALS FOR THE REQUIRED SERVICES:

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

- 1. Team Leader
- 2. Transport planner
- 3. Environment Planner
- 4. Material cum Geo technical Engineer
- 5. GIS Expert
- 6. Quantity Surveyor

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. Transport Planner Rs. 1,00,000/- per month
- 3. Enviornment Planner Rs 1,00,000/- per month
- 4. Material cum Geo Technical Engineer Rs 75,000/- per month
- 5. GIS Expert Rs.50,000/- per month
- 6. Quantity Surveyor 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

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.

21.2Warning/ 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

S.No	Description	Page No.
V-A	Technical Proposal Submission Form	79
V-B	Consultant's references along with completion	80
	certificates	
V –C	Comments and suggestions on the Terms of	81
	Reference and on data services, and facilities to	
	be provided by the Client.	
V-D	Site appreciation	83
V-E	Description of the methodology and work	83
	plan for performing the assignment.	
V- F	Team composition and task assignments	83
V- G	Format of Curriculum Vitae of proposed key	
	professional staff.	84-85
V- H	Time schedule for professional personnel.	86
V- I	Activity (work) schedule.	87-88

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V- A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]
From
То
Sub: - Consultancy services for preparation of feasibility report for construction of sector road from Tonk road to Phagi road in zone-14, 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 Date	Completion Date	Approx. Value of Services (Rs.):		
(Month/Year):	(Month/Year):			
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:		
Name of Senior Staff functions performed:	(Project Director/	Coordinator, Team Leader) involved and		
Narrative Description of Project				
Description of Actual Services Provided by Your Staff:				
Consultant"s Name	o:			

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:	
l.	
2.	
3.	
4.	
5.	
On the data, services, and facilities to be provided by the Client	
l.	

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			
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:		
YearswithFirm/Entity:	Nationality:	
Member ship in Professional Societies:		
Detailed Tasks Assigned:		

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assign	mer	ıt. Desc	cribe	e deg	ree of	^r resp	onsil	bility	held	by .	staff n	nember	r on	relevo	ant	previ	ous
assign	mer	its and	give	date.	s and	locat	ions.	Use d	about	hal	f a pag	ge.]					

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[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:

Cerunication.	
I, the undersigned, certify that to the best of my knowle describe me, my qualifications, and my experience.	edge and belief, these data correctly
	Date
Signature of staff member and authorized representate	ive of the Consultant]
	Day/Month/Year

V- H. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl.	Name	position	Reports	Weeks (in the form of a Bar Chart)*																
No			Due/	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Number of
			Activities																	weeks
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 ti	ime:
Full-time:	
Reports	
Due:	
Activities Duration:	
	Signature:
* The Schedule should be for the period of assignment	completion (Authorized Representative) of
_	Full Name:
	Title:
	Address:

A. Field Investigation and Study Items:

			Week wise Program (in form of Bar Chart) ++ [1st, 2nd, etc. are weeks from the start of assignment]														
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	Submission of final QAP and Inspection report	10 Days
2	Topographical survey, traffic study, traffic count, survey of existing services and drone survey. Preparation of conceptual plans and preliminary drawings as per requirements in consultation with concerned authorities and approval of the above. Including possible alternative alignment/bypass and technical /engineering alternatives Approval of final alignment report.	45 days
3	Engineering survey and investigation like geo-technical survey, material investigation, land acquisition/resettlement plan as per final alignment. EIA report.	70 days
	Based on approval, preparation of various required drawings like center line plans, profile drawings, L-sections, cross sections, GAD of structures, traffic pattern, suitability of alignment of approach roads, intersections. Preparation and submission of detailed landscape work	80 days

5	Approval of final feasibility report. Value analysis/Value engineering and project costing. Economic and Financial analysis Preparation of 3D model animated and walk through with drone survey	85 days
6	Submission of Final Feasibility report	90 days

SECTION – VI FINANCIAL PROPOSAL STANDARD FORMS

Sl. No.	Description	Page No.
VI A	Price Bid	90
VI B	Format for Financial Bid	91-93

SECTION – VI VI A - PRICE BID

From	To The Executive Engineer -14 Jaipur Development Authority Jaipur.
	on of feasibility report for construction of
sector road from Tonk road to Pi Ref: No/	hagi road in zone-14, JDA,Jaipur
I / We	
firm herewith enclose price proposal for sele	ection of my / our firm organization as
consultant for	
	XX
	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- 14 JDA Jaipur.
Sir:	

Sub: Consultancy services for preparation of feasibility report for construction of sector road from Tonk road to Phagi road in zone-14,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	Part-A Consultancy services for Preparation of feasibility report for the construction of sector road from Tonk road to Phagi road in Zone-14, JDA, Jaipur	1		
	The quoted rate would also include preparation of animated 3 D model, drone survey and walk through.			

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 if any. 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 v	vords).Our	financi	al bid s	hal
be bin	ding upo	n us subj	ect to the modifie	catio	ns res	sulting from	contract	negotia	tions, uj	p to
expiry	of the v	alidity pe	riod of the Propo	sal, :	i.e. (1	20 days from	n due dat	e for re	ceipt of	the
bids).										
We un	ndertake	that in co	mpeting for and,	if th	e awa	rd is made t	o us, in e	xecutin	g the ab	ove
contra	ct, we w	ill strictly	y observe the lav	vs a	gainst	fraud and	corruption	n in for	ce in In	ıdia
namel	y "Preve	ntion of C	Corruption Act 19	88".						

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 theday 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

Fro

Sub: - Bid for
Ref: - Your Bid for the above work
* * * * * * *
Kindly refer to your letter No
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 (5), 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.

VII C Form of Bid Security (Bank Guarantee)

Γο
aipur
Jaipur Development Authority, Jaipur Sub: Bank Guarantee Nodatedfor [amount of Security in figures] [in words] on behalf of [Name of the Bidder against the Bid Security for Bid for
(Name of work)
· ————————————————————————————————————
(Name of Work) (hereinafter called "the Bid").
KNOW ALL PEOPLE by these presents that we
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
THE CONDITIONS of this obligation are:
 if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; if the Bidder refuses to accept the correction of errors in his bid; 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 hid 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 (31.12.2020), 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.

The bank guarantee shall be payable at any of the branch of the bank located at Jaipur.

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

name of Employer) address of Employer' called "the Employer' Contractor) (hereinafter called" the Contra	ctor") of the other part.
description of Works)dated(dated of Letter of Accept	esirous that certain work should be executed, viz (brief
	ds and expressions shall have the same meanings as are them in the Conditions of Contract hereinafter referred
 2. The following docume part of this Agreement a) this Form of A b) Section I: Notice c) Section II: In 	reement; e Inviting Bid tructions to Bidders
,	eneral Conditions of Contract
e) Section IV: T	
	ce 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:	chedules of Supplementary Information
Schedule A -	Form of Bank Guarantee for EMD
	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 Contract 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 tobe 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 On behalf of the Contractor In the presence of:	Name On behalf of the Contractor In the presence of:
Name	

SECTION VIII

Schedules of supplementary information

SCHEDULE-A

IRREVOCABLE & UNCONDITIONAL BANK GUARANTEE FOR BID SECURITY DEPOSIT

To									
Secretary,									
Jaipur Develo	pment Au	thority,							
Jaipur		•							
_									
Sub:									
Bank Guarant	ee No	dated		f	or [amo	ount of	Securit	y in fig	gures] [in
words] on bel	nalf of					_[Name	of the	Bidder	·] against
the	Bid		Security		for		Bid		for
						ame of		_	
WHEREAS,					_		Bidder		address]
(hereinafter	called	"the	Bidder")	has	subı	nitted	his	Bid	dated
		<u> </u>	CXX 1 1 (1	—	. 11	1 (()1	D: 199		
- Intom		`	e of Work) (h						
KNOW	ALL	PEOPI	LE by	th	iese	pres	ents	that	we
Development only for whice	[y. (Herei Amount	[nam fter called "t nafter called of Security	he of control he Band in the b	ountry] nk") are Emplo res]	having bound yer") i	our reg l unto S n the s	gistered Secretar sum of (i	Rupees n words)
itself, its succe			-						
SEALED wit	h the Cor	nmon Se	al of the sai	d Bank	this _		day of		of
20									
THE CONDIT	ΓΙΟΝS of	this oblig	ation are:						
(4) if the B	idder witl	ndraws h	is Bid during	g the p	eriod o	f Bid v	alidity	specific	ed in the
Form of									
			ept the correc						
			notified of	the acc	ceptanc	e of his	s Bid b	y the E	Employer
_	he period		•						
(a) fails			e the Form o	f Agree	ement ir	accord	lance w	ith the	
	Instructio								
(b)fails	or refuse	s to furi	nish the Per	forman	ce Sec	urity, i	n accor	dance	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 hid 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. (13.08.2024), 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[Signature, Name and Address]	Seal	

[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 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 he 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	_ `	31.03.20	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			1				
Sub – total			1				
4. Current Liabilities & Provisions			1				
4.1 Creditors for Materials							
4.2 Advances on Contracts							
4.3 Provisions							
Sub Total							
TOTAL			İ				
Assets							
5. Fixed Assets - Gross Block							
Less Cumulative Depreciation			1				
Net Fixed Assets			1				
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 L	acs						
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	Client	City	Consultancy	Date of	Actual date	Reference of
	Work			Work Cost	commencement	of	Completion
						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) Qualification	is:			
\ D			• . 1	~

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

Name:	Date:
Signature:	Designation:
Seal of Company	

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, Aged about Years, R/O.	
Partner	rs of	at
	Aged about Years as our lawful attorney on behalf of the coexecute all or any of the following acts, deed and things, that is to say:	S/o.
1)	To apply for, obtain and renew all licenses, permits, etc. that are necessarying on the said business.	essary for
2)	To submit all statements, returns, etc. to proper authorities as required be or rule in force and to verify the same by production of documents and page.	

any other person at such remuneration, commission, or salary, as the said attorney thinks fit.
To draw, accept, endorse, negotiate or pay any bill of exchange, hundi, promissory

To appoint, employ, dismiss or discharge any agent, broker, office, clerk, peon, or

3)

- 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.
- 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 sh	ıall
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

Schedule F, G, H, I, J and M is true and agree am / are found to have misled or made false Schedules of Supplementary information and eligibility and qualification requirements or is such as absconding from work, works not produced as absconding from work, works not produced the same work/s and had quoted unreasonable blacklisted and the work be taken over conditions of contract and conditions of particular.	e that my / our Bid shall be rejected if I / we see representation in the form of any of the d / or statements submitted in proof of the f I / We have a record of poor performance operly completed as per contract, in ordinate or has / have participated in previous Biding able high Bid premium. In addition I/we shall invoking clause no 60(a) of the General
I/Wewith	agree to be disqualified for Biding further
be decided by the Authority competent to acce	ept the Bid).
I/Weagainst me/us partners at the time of submittin	
I/Weany criminal cases are pending against me/us/the Bid.	accept that my / our Bid shall be rejected if partners of the firm at the time of submitting
I/Wea cases pending against me/us/Partners will abide by the	agree that if the history of litigation, criminal furnished by me/us is false, I/We action taken by the JDA / Andhra Pradesh
Government without approaching any court was be given suitable opportunity to offer my/ou me/us.	whatsoever for redress. However, I/We shall
I/Weothe JDA have been received by me/us and inco	certify that the following addenda issued by orporated 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. $\overline{3}$ (e)) are wo	orking in the JDA.	`
2.	I / We		also agree to undertake to keep
	accurate and system of ac		furnish the same (including that of
	sub-contractor) and agree t	o reimburse JDA any	y excess amount claimed by me / us
	over and above my / our en	titlement.	·
	-		
Dated	this	day of	20
Signat	ure	in the capa	city of duly
author	ized to sign the Bid for and o	on behalf of	
	(Block Capitals)		
Signat	ure of Witness :		
Name	of Witness :		
Addres	ss 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]	Propr	ietor/	Partner/Autho	riz
e si	gnato	ory of M/s			• • • • • • • • • • • • • • • • • • • •	•••••			un	der ta	ake the oath t	that
all	the	information	furnished	by	me/us	in	this	bid	for	the	assessment	of
Bid	•••••											••••
	••••	•••••	is correc	t to tl	he best o	of my	/our k	nowl	edge.			
	If	any informat	ion is found	d to l	oe incom	rect .	JDA 1	nas rig	ght to	rejec	et the Bid and	l to
take	take action against me/us as per rules.											
								•••••	•••••	•••••		
					_			,				
					Prop	prieto	or/ Pai	rtner/	Auth	orizec	l signatory	
					M/s	••••						

SECTION-IX

ADDENDA

Issued by Executive Engineer-14, 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 rela	ation to my/our Bid submitted tofor procurement of					
	in response to their Notice inviting Bids NoDated					
I/we	hereby declare under Section 7 of Rajasthan Transparency in Public					
Procui	ement 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 crimina					
	offence related to my/our professional conduct or the making of false statements of					
	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) From of Appeals:-

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

Memor	andum of Appeal under the Rajasthan Transparency in Public procurement Act, 2012
Appeal Before	No
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- Place :.	Prayer:
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 biding 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. It 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 : Ouality & Cost Based Selection

SD: Security Deposit

BG: Bank Guarantee

DSC : Digital Signature Certificate

RTPP: Rajasthan Transparency in Public Procurement

UBN: Unique Bid Number

MNIT: Malaviva 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:- Consultancy services for preparation of feasibility report for construction of sector road from Tonk road to Phagi road in Zone-14 JDA Jaipur

Contract No: EE-14/07/2024-25

Name of the							
Bidder/ Bidding							
Firm / Company :							
Timi, Company.							
		PRICE SCHEDULE					
(This BOQ tem	plate must not be modified/replaced by the bidder and the same should			rejected for this tender. Bidders are			
	allowed to	enter the Bidder Name and Values	only)				
Sl.	Particulars	Quantity	Consultancy rate to be quoted	TOTAL AMOUNT			
No.		,	(Amount in Rs.)	In Words			
			Rs. P				
1	2	3	6	7			
1	Consultancy services for preparation of feasibility rep	port for					
	construction of sector road from Tonk road to Phagi road i						
		in zone-					
	14 JDA Jaipur						
		D 11					
	The quoted rate would also include preparation of animated 3 I	1.00		INR Zero Only			
	drone survey and walk through						
			0.00				
	Note:						
	1. The bidder should quote rates inclusive of all taxes.						
	2. The rates quoted should also be inclusive of requisite number of si						
	3. The offer includes proof checking charges to be paid by const MNIT/IIT if any. No additional payment will be made by JDA						
	account.	C on this					
	account.						
Total in Figures							
Total III Tigules			0.00	INR Zero Only			
Quoted Rate in Words							
		INR Zero Only					
			•				