

Letter of Invitation to Submit Proposals

F7(C-293) JMRC/Line 2 Structuring/2018/312

Date: 27.05.2019

To

**Director (Business Development)**  
**DELHI METRO RAIL CORPORATION LIMITED**  
Metro Bhawan Fire Brigade Lane, Barakhamba Road,  
New Delhi - 110001, India  
Board No. - 011-23417910/11/12

Dear Sir

1. JMRC invites proposals to engage Delhi Metro Rail Corporation (DMRC) as Technical consultant for Updation/Review of Detailed Project Report (DPR) of Jaipur Metro Phase 2 and Detailed Project Report for extension of Jaipur Metro Phase 1B from Badi Chaupar (dead end of reversal line) to Ramganj.

More details of the consultancy are provided in the Terms of Reference.

2. The RFP includes the following documents:


Section I : Instructions to Consultants  
Section II : Bid Data Sheet  
Section III : Terms of Reference  
Section IV : Bidding Forms  
Section V A : General Conditions of Contract  
Section VB : Special Conditions of Contract  
Section VC : Contract Forms

3. The proposal for the said consultancy are to be submitted by Delhi Metro Rail Corporation in hard copy at address given below by 07.06.2019 :

**Director (Project)**  
**Jaipur Metro Rail Corporation Limited**  
**Administrative Building, Wing A, 1<sup>st</sup> Floor, Project Directorate**  
**Bhrihu Path, Mansarovar Metro Depot, Mansarovar**  
**City: Jaipur (Rajasthan), Postal Code: 302020**  
**Telephone (91-141) 2822781**  
**Facsimile number (91-141) 2822781**

Electronic mail address: [www.transport.gov.in/jmrc](http://www.transport.gov.in/jmrc), [dp@jaipurmetrorail.in](mailto:dp@jaipurmetrorail.in)

Yours sincerely,

  
Subodh Kumar Jindal  
Director (Project)  
27/5/19

# **REQUEST FOR PROPOSALS**



**JAIPUR METRO**

**Selection of Technical Consultant for:**

**Updation/Review of Detailed Project Report of  
Jaipur Metro Rail Phase-2**

**&**

**Detailed Project Report for extension of Jaipur Metro Phase 1B  
from Badi Chaupar (dead end of reversal line) to Ramganj**

**Client: Jaipur Metro Rail Corporation**

**Issued on:  
27.05. 2019**

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**Director (Project)**

**Jaipur Metro Rail Corporation Limited**

**Administrative Building, Wing A, 1<sup>st</sup> Floor, Project Directorate**

**Bhriugu Path, Mansarovar Metro Depot, Mansarovar**

**City: Jaipur (Rajasthan), Postal Code: 302020**

**Telephone (91-141) 2822781**

**Facsimile number (91-141) 2822781**

**Electronic mail address: [www.transport.gov.in/jmrc](http://www.transport.gov.in/jmrc), [dp@jaipurmetrorail.in](mailto:dp@jaipurmetrorail.in)**

Yours sincerely,

Subodh Kumar Jindal  
Director (Project)

## Section I: Instruction to Consultants

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**Important Instruction:-** The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> Therefore, the Consultants are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the procurement process. If there is any discrepancy between the provisions of the Act and the Rules and this Request for Proposals Document, the provisions of the Act and the Rules shall prevail.

<b>1. Definitions</b>			
<b>S.No</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
1.1		1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Bid Data Sheet (BDS)” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
		1.1.3	“Client” means the Procuring Entity i.e. Jaipur Metro Rail Corporation Limited (JMRCL) with which the selected Consultant signs the Contract for the Services.
		1.1.4	“Consultant” means the Bidder who may be any entity or person including any Sub-Consultant and other personnel who may provide the Services to the Client under the Contract.
		1.1.5	“Contract” means the Contract signed by the Parties and all the attached documents and the appendices.
		1.1.6	“Day” means a calendar day.
		1.1.7	“Government” means the Government of Rajasthan.
		1.1.8	“Instructions to Consultants (ITC)” means the document which provides short listed Consultants with information needed to prepare their Proposals.
		1.1.9	“LOI” means the Letter of Invitation being sent by the Client to the short listed Consultants.
		1.1.10	“Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile

			outside India; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside India.
		1.1.11	“Proposal” means the Technical Proposal and the Financial Proposal submitted by the Consultant.
		1.1.12	“RFP” means the Request For Proposals prepared by the Client for the selection of Consultants.
		1.1.13	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.14	“Services” means the work to be performed by the Consultant pursuant to the Contract.
		1.1.15	“Sub-Consultants” means any person or entity to whom the Consultant, with the approval of the Client, subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
		1.1.16	“Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
<b>S. No</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>2. Introduction</b>			
2.1		2.1.1	The Client named in the Bid Data Sheet will select a consulting firm/organisation (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Bid Data Sheet.
		2.1.2	This RFP consists of the following documents: Section I: Instruction to Consultants (ITC) Section II: Bid Data Sheet (BDS) Section III: Bidding Forms Section IV: Terms of Reference (TOR) Section VA: General Conditions of Contract Section VB: Special Conditions of Contract Section VC: Contract Forms



		2.1.3	The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Bid Data Sheet, for consulting services required for the assignment named in the Bid Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
		2.1.4	Consultants should familiarise themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Bid Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Bid Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. Consultants will bear all the expenses related to their visit.
		2.1.5	The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Bid Data Sheet, and make available relevant project data and reports.
		2.1.6	Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason and without thereby incurring any liability to the Consultants.
<b>S. No</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>3 Conflict of Interest etc.</b>			
3.1		3.1.1	In addition to the provisions of Rule 81, the Procuring Entity requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

			<p>The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Procuring Entity.</p> <p>Without limitation on the generality of the foregoing, Consultant and any of their affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:</p>
	Conflicting activities	3.1.1.1	<p>A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or non consulting service resulting from or directly related to the firm's consulting services for such preparation or implementation.</p>
	Conflicting assignments	3.1.1.2	<p>Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatisation of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.</p>
	Conflicting relationships	3.1.1.3	<p>A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the</p>

			preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.
		3.1.2	Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
		3.1.3	No agency or current employees of the Client shall work as Consultant under their own organisation. Recruiting former employees of the Client to work for their former organisation is acceptable subject to compliance of requirements of respective service rules and provided no conflict of interest exists. When the Consultant nominates any serving government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.
	Unfair Advantage	3.1.4	If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
	Code of Integrity	3.1.5.1	The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Any person participating in the 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

			<p>otherwise influence the procurement process;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</p> <p>(c) not indulge in any collusion, bid rigging or anti- competitive behavior to impair the transparency, fairness and progress of the procurement process;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;</p> <p>(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;</p> <p>(f) not obstruct any investigation or audit of a procurement process;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(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.</p>
	Breach of Code of Integrity by the Bidder	3.1.5.2	<p>The Procuring Entity shall, notwithstanding anything to the contrary contained in this RFP, reject a Proposal without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, has breached any provision of the Code of Integrity as stated in ITC Sub-Clause 3.1.5.1 or has engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the selection process. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under section 11(3), 46 and Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such Consultant's Proposal.</p>
		3.1.5.3	<p>Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the</p>

			assignment if the Consultant is awarded the Contract.
3.2	Eligibility	3.2.1	<p>A Consultant may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding Document, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association: -</p> <p>(a) all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and</p> <p>(b) a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture, Consortium or Association during the bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/ firm etc. or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement.</p>
		3.2.2	<p>A Consultant, and all parties constituting the Consultant, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association [where permitted], the nationality of the Consultant and all parties constituting the Consultant shall be of India or a country not otherwise declared ineligible by Government of India.</p> <p>A Consultant shall be deemed to have nationality of a country if the Consultant is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country.</p>
		3.2.3	A Consultant should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		3.2.4	A Consultant shall not be eligible to apply for this Services Contract in case it has been debarred by

			Government of Rajasthan or the Procuring Entity under section 46 of the Act or in case the assignment is being financed with the funds of a Development Partner, then by that Development Partner and such a directive is in effect at the time of the submission of this Proposal.
3.3	Pre-condition for applying	3.3.1	<p>(a) The Consultant's organisation should have been in operations for at least last three years with the proof of incorporation/ commencement of business.</p> <p>(b) In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA)) be submitted.</p> <p>(c) In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.</p> <p>(d) In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favour of one partner duly signed by all the partners of the firm.</p> <p>(e) Any other equivalent document in case of any other registered entity.</p> <p>(f) GST Registration Certificate in the name of the Consultant.</p>
3.4	Eligibility of Sub-Consultants	3.4.1	Deleted
3.5	Only one Proposal	3.5.1	Shortlisted Consultants (including the individual members of any joint venture) shall submit only one proposal either in its own name or as a part of a Joint Venture. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including

			individual experts, in more than one proposal.
3.6	Proposal Validity	3.6.1	The Bid Data Sheet indicates how long Consultants' Proposals must remain valid after the last date of submission of Proposals. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
3.7	Bid Security/ Bid Securing Declaration	3.7.1 3.7.2 3.7.3 3.7.4 3.7.5 3.7.6 3.7.6 3.7.7 3.7.8 3.7.9 3.7.10	Deleted (The deleted clauses were as per the standard bidding document for Lumpsum Consultancy contract issued by FD, GoR)

S. No	Particulars	Clause	Description
<b>4 Clarification and Amendment of RFP Documents</b>			
4.1		4.1.1	Consultants may request a clarification of any of the RFP Documents up to the number of days indicated in the Bid Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Bid Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all shortlisted Consultants. Should the Client deem it necessary to amend the Bid Document as a result of a clarification, it shall do so following the procedure under clause 4.1.2.
		4.1.2	i. At any time before the deadline for submission of Proposals, the Client may amend the RFP Documents by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all shortlisted Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments. It shall



			<p>also be uploaded on the State Public Procurement Portal and the Procuring Entity's web site, where available.</p> <p>ii. To give shortlisted Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals under due intimation to the Consultants who have been issued the RFP by the Procuring Entity and also by uploading it on its official website and State Public Procurement Portal.</p> <p>iii. The Consultants may submit a modified proposal to take into account the amendment of RFP, prior to deadline for submission of proposals.</p>
S. No	Particulars	Clause	Description
<b>5. Preparation of Proposals</b>			
5.1	General	5.1.1	The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Bid Data Sheet.
		5.1.2	<p>In preparing their Proposal, Consultants are expected to examine in detail the RFP document.</p> <p>Material deficiencies in providing the information requested may result in rejection of a Proposal.</p>
		5.1.3	While preparing the Technical Proposal, Consultants must give particular attention to the following:
		5.1.3.1	If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants, if so indicated in the Bid Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as

			the leader of the joint venture. A maximum consortium of 05 members will be allowed by the Procuring Entity.
		5.1.3.2	For Lump-sum based assignments, the Financial Proposal shall quote the amount being bid by the Consultant for the assignment which will be valid across the professional man months required and shall not be revised, unless expressly indicated otherwise, in case the man months exceed the agreed time duration for the said services.
		5.1.3.3	Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
		5.1.3.4	Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Bid Data Sheet. If it indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.
5.2	Technical Proposal Format and Content	5.2.1 5.2.1.1 5.2.1.2 5.2.1.3 5.2.1.4 5.2.1.5 5.2.1.6 5.2.3	Deleted (The deleted clauses were as per the standard bidding document for Lumpsum contract issued by FD, GoR)
5.3	Financial Proposals	5.3.1	The Financial Proposal shall be prepared using the attached Bidding Forms (Fin-1 & Fin-II of Section III) and shall be submitted in sealed envelope. It shall list all costs associated with the assignment inclusive of all taxes except GST. The GST shall be paid extra as applicable. However bidder shall mentioned the GST rate and amount separately in the financial proposal.

5.4	Currencies of Proposal and Payments	5.4.1	The unit rates and the Prices shall be quoted by the Consultants entirely in Indian Rupees and all payments shall be made in Indian Rupees., unless otherwise specified in Bid Data Sheet. Payment of Local cost portion of the Price shall be made in Indian Rupees.
		5.4.2	Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section III.
5.5	Taxes	5.5.1	The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Bid Data Sheet. Information on taxes in India is provided in the Bid Data Sheet.
<b>6. Submission, Receipt and Opening of Proposals</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
6.1	Submission, Receipt and Opening of Proposals	6.1.1	The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must sign such corrections. Submission letters for Financial Proposals should be in the format of FIN-1 of Section III.

		6.1.2	<p>The Consultant or a person authorised by the Consultant shall sign all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.</p> <p>A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.</p> <p>The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the Bid Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p>
		6.1.3	<p>The original and all copies of the original Financial Proposal (if required under the selection method indicated in the Bid Data Sheet) shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, and with a warning “Do Not Open With The Technical Proposal.” The envelope containing the Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked “Do Not Open, Before [insert the time and date of the submission deadline indicated in the Bid Data Sheet]”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</p>

		6.1.4	<p>The Proposal or its modification must be sent by hand or by post to the address/addresses indicated in the Bid Data Sheet and received by the Client no later than the time and the date indicated in the Bid Data Sheet, or any extension to the date.</p> <p>If electronic submission of the Proposals is requested, they must be submitted through the website of State e-Procurement Portal, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>. Any proposal received by the Client after the deadline for submission shall be returned unopened.</p>
		6.1.5 6.1.6 6.1.7	Deleted
<b>7. Proposals Evaluation</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
7.1	General	7.1.1	<p>From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.</p> <p>Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p> <p>While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
7.2	Evaluation of Technical Proposals	7.2.1	Deleted
7.3	Financial Proposals for Quality Based selection (QBS)	7.3.1	Deleted

7.4	Public Opening and Evaluation of Financial Proposals (for QCBS, FBS, and LCS methods)	7.4.1	Deleted
		7.4.2	Deleted
	Correction of errors	7.4.3	Activities and items described in the Financial Proposal, shall be assumed to be included in the prices of other activities or items.
		7.4.3.1	Deleted
		7.4.3.2	If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC Clause 7.5 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
7.5	Taxes	7.5.1	The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in India, if provided in the Bid Data Sheet.
7.6	Conversion to Single Currency	7.6.1	For the evaluation purposes, prices shall be converted to Indian Rupees using the selling rates of exchange, source and date indicated in the Bid Data Sheet.
7.7	Evaluation in case of Quality and Cost Based Selection (QCBS)	7.7.1	Deleted
7.8	Evaluation in case of Fixed-Budget Selection (FBS)	7.8.1	Deleted
7.9	Evaluation in case of Least- Cost Selection (LCS)	7.9.1	Deleted

<b>8. Negotiations and Clarifications</b>			
<b>S. No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
8.1	General	8.1.1	The negotiations will be held at the date and address indicated in the Bid Data Sheet with the Consultant or its representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
		8.1.2	The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant or its authorised representative.
8.2	Availability of Key Experts	8.2.1	Deleted
		8.2.2	Deleted
8.3	Technical negotiations or clarifications	8.3.1	The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
8.4	Financial negotiations or clarifications	8.4.1	The negotiations include the clarification of the Consultant's tax liability in India and how it should be reflected in the Contract.
		8.4.2	If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
		8.4.3	Deleted
8.5	Conclusion of the negotiations	8.5.1	The negotiations will conclude with a review of the finalised draft Contract. To complete negotiations the Client and the Consultant will sign the agreed Contract.

<b>9. Award of Contract</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
9.1	Award of Contract	9.1.1	<p>After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the Procuring Entity shall inform the successful Consultant in writing, by registered post or email, that its Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Consultant. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Consultant given in the Proposal.</p> <p>In the written intimation of acceptance of its Proposal sent to the successful Consultant, it shall also be asked to execute an agreement in the format given in the RFP on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period specified in the Bid Data Sheet or where the period is not specified in the Bid Data Sheet, then within fifteen days from the date on which the LOA or LOI is despatched to the successful Consultant.</p> <p>Client shall promptly notify all Consultants who have submitted proposals about the acceptance of the successful offer and also place this information on the State Public Procurement Portal.</p>
		9.1.2	<p>If the Consultant, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall take action against the successful Consultant as per the provisions of the Act and the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates and conditions of successful Consultant, to the Consultant with next lowest or most advantageous responsive Proposal.</p>
		9.1.3	<p>The Consultant is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.</p>
		9. 1.4	<p>Refer to Bid Data Sheet for the type of consultancy contract [Time Based or Lump Sum Based Contract]</p>



9.2	Performance Security	9.2.1	<p>Performance Security shall be solicited from the successful Consultant except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co- operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them.</p> <p>The amount of Performance Security shall be five percent, or as specified in the Bid Data Sheet, of the amount of the Contract. The currency of Performance Security shall be Indian Rupees, if not otherwise specified in Bid Data Sheet.</p> <p>The Consultant shall deliver the Performance Security to the Procuring Entity within 15 days or such other time period as specified in the Bid Data Sheet, after issue of the Letter of Award.</p>
		9.2.2	Deleted
		9.2.3	Deleted
9.3	Payments	9.3.1	All payments shall be made in Indian Rupees unless otherwise specified in Bid Data Sheet.
9.4	Schedule of Payments	9.4.1	Payment Schedule will be contingent upon the type of Contract as specified in the Bid Data Sheet.
<b>10. Confidentiality</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
10	Confidentiality	10.1	In addition to the restrictions specified in section 49 of the Act and Rule 77 of the Rules, all information contained in this RFP should be treated as commercially confidential and the Consultants are required to limit dissemination on a need-to-know basis. 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 publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

<b>11. Grievance Redressal During Procurement Process</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
11	Grievance Redressal	11.1	Any grievance of a Consultant pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITC.

## Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

### 1) Filing an appeal

- a) 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 the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.

After hearing the parties, the First Appellate Authority i.e Principal Secretary, Urban Development and Housing Department, Government of Rajasthan, shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

- b) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority i.e Secretary Finance (Budget), Finance Department, Government of Rajasthan, as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

### 2) Appeal 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 bidding 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.

**3) Form and procedure of filing an appeal**

- a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

**4) 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.

**5) Procedure for disposal of appeals**

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

**Annexure**

**FORM No. 1**

[See rule 83]

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

Appeal No .....of .....

Before the ..... (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address

of the respondent(s): (i)

(ii)

(i)

3. Number and date of the order  
appealed against and name and  
designation of the officer / 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 proposes to be represented  
by a representative, the name and  
postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....

.....

.....

.....

..... (Supported by an affidavit)

7. Prayer:

.....  
.....  
.....

..... Place .....

Date .....Appellant's Signature

**Section II: Bid Data Sheet**

ITC clause Reference	
2.1.1	<p>The Procuring Entity (Client) with full address:</p> <p>Managing Director Jaipur Metro Rail Corporation Limited Khanij Bhawan, Tilak Marg, C-Scheme City: Jaipur (Rajasthan), Postal Code: 302 005 Telephone (91-141) 2822250 Facsimile number (91-141) 2822251 Electronic mail address: dp@jaipurmetrorail.in &amp; dp.jmrc@gmail.com</p> <p>Method of selection: <b>Direct procurement from Specialized Government Agency</b></p>
2.1.3	<p>Financial Proposal : _____</p> <p>Name of the assignment is Updation/Review of Detailed Project Report of Jaipur Metro Phase 2 and Detailed Project Report for extension of Jaipur Metro Phase 1B from Badi Chaupar (dead end of reversal line) to Ramganj</p>
2.1.4	The Pre-Bid conference will not be held.
2.1.5	<p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> <li>a) DPR of Jaipur Metro Phase 2, June 2011</li> <li>b) DPR of Jaipur Metro Phase 2, July 2014</li> <li>c) Comprehensive Mobility Plan 2010 of Jaipur City;</li> <li>d) Comprehensive Traffic &amp; Transportation Study, 2018 (CTTS) of Jaipur Region prepared by JDA</li> <li>e) Master Plan of Jaipur (JDA Region)</li> <li>f) EIA Report of Jaipur Metro Phase 1B prepared by ADB</li> </ul>
3.2.1	Whether Joint Ventures are permitted to submit Proposals (Yes/No): No
3.4.1	Whether shortlisted or other consultants are permitted to be associated: NA
3.6.1	Proposals must remain valid for 90 days after the last date for submission.
3.7.1	Whether Bid Security/ Bid Securing Declaration is required: No

4.1.1	<p>(i) For clarification purposes only, the Procuring Entity's (Client's) address is:</p> <hr/> <p>Sh. Subodh Kumar Jindal, Director (Project) Jaipur Metro Rail Corporation Limited Khanij Bhawan, Tilak Marg, C-Scheme City: Jaipur (Rajasthan), Postal Code: 302 005 Telephone (91-141) 2822250 Facsimile number (91-141) 2822251 Electronic mail address: dp@jaipurmetrorail.in &amp; dp.jmrc@gmail.com</p> <p>(ii) A request for clarification on Bidding document should reach the above address 07 Days prior to the deadline for submission of Proposals.</p>
5.1.1	Proposals shall be submitted in the English language only.
5.1.3.1	Shortlisted Consultants may associate with other shortlisted Consultants or other non-shortlisted Consultants (Yes/No): NA
5.1.3.2	<p>(i) For Time Based input: Estimated input of Key Experts' time-input: Estimated total cost of the assignment: NA</p> <p>(ii) For Fixed Budget based assignments: The total available budget for this Fixed-Budget assignment is: NA</p>
5.2.1	The format of the Technical Proposal to be submitted is: NA
5.2.1.7	Whether the assignment includes training component: No
5.3.1	The Financial Proposal shall be prepared using the attached Bidding Forms (Fin-1 & Fin-II of Section III) and shall be submitted in sealed envelope. It shall list all costs associated with the assignment inclusive of all taxes except GST. The GST shall be paid extra as applicable. However bidder shall mention the GST rate and amount separately in the financial proposal.
5.4.1	<p>The Price for the Services shall be expressed in Indian Rupees</p> <p>The payments shall be made in Indian Rupees.</p>
5.5.1	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation (Yes/ No): No</p> <p>If affirmative, the Client will reimburse the Consultant for indirect local taxes (including service tax) and duties (Yes/ No): No</p> <p>reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the</p>



	consultant (Yes/No): No
6.1.2	Consultant must submit the original copy of the Financial Proposal.
6.1.4	(i) For Proposal submission only, the Procuring Entity's (Client's) address is:  Director (Project) Jaipur Metro Rail Corporation Limited Khanij Bhawan, Tilak Marg, C-Scheme City: Jaipur (Rajasthan), Postal Code: 302 005 Telephone (91-141) 2822250 Facsimile number (91-141) 2822251 Electronic mail address: dp@jaipurmetrorail.in & dp.jmrc@gmail.com
6.1.5	The opening of Financial Proposals shall take place at: Date: Time:
7.2.1	Deleted
7.5.1	(i) For the purpose of the evaluation, the Client will include all taxes except GST. GST should be mentioned in the financial proposal along with the applicable rate. (ii) Deleted
7.6.1	Deleted
7.7.1	Deleted
8.1.1	Expected date and address for contract negotiations: Date & Time for contract negotiation will be conveyed by the client separately.
9.1.1	The time period within which the successful Consultant shall have to sign the Contract Agreement after issue of LOA or LOI by the Client is: 15 days
9.1.3	Expected date and location for commencement of consulting services are: Date:15 days from issuing of LOA Location: As mutually agreed by both the parties during contract negotiation.
9.1.4	The consultancy contract will be a: Lump Sum Based Contract
9.2.1	Whether Performance Security or Performance Security Declaration shall be required from the successful consultant (Yes/ No): Not Applicable
9.3.1	The currency(s) of payment is only Indian Rupees .
9.4	For a Lump Sum based Contract invoice shall be due on Acceptance of the Deliverable as per clause 6 of Section III :Terms of Reference and

	<p>clause 10.3.1 of SCC</p> <p>For Lump Sum Contracts, Expenses over and above the Professional Fees will not be paid by the Client</p> <p>For Lump Sum Based Contracts:                  If advance payment is made, it shall be against bank guarantee of equivalent amount issued by a Scheduled Bank in India. The amount of advance shall be recovered from subsequent payments to be made to the Consultant.</p>
11.1	<p>The Designation and Address of the First Appellate Authority is  <b>Principal Secretary, Urban Development &amp; Housing Department, Government of Rajasthan, Secretariat Building, Jaipur</b></p> <p>The Designation and Address s of the Second Appellate Authority is  <b>Secretary Finance (Budget), Finance Department, Government of Rajasthan, Secretariat Building, Jaipur</b></p>

### Section III : Terms of Reference

#### 1.0 Background :

In January 2010, the Government of Rajasthan established JMRC as a special purpose vehicle to implement the metro rail lines. Line 1 for East-West corridor is being implemented under Engineering Procurement Contract (EPC). Phase A of Line 1 (9.6 km elevated/UG portion from Mansarovar to Chandpole) is completed and begun its commercial operation on 03.06.2015. Phase B of Line 1 (2.4 km underground portion from Chandpole to Badi Chaupar) is under construction for completion in 2018. Line 2 is being planned for the north-south corridor from Ambabadi to Sitapura (23.8 kilometers with 20 stations consisting of 10.0 kilometers underground with 7 stations and 13.8 kilometers elevated with 13 stations). Line 2 interchanges with Line 1 at Sindhi Camp, and is critical for ensuring that the combined overall impact is optimized and benefits are reaped in a timely manner.

The main objective is to conduct a holistic assessment of the metro rail network being implemented and planned in Jaipur in relation with other modes of transport so as to complement city's overall urban transport system, and help JMRC to identify viable financing options and implementation arrangements in order to take the next steps towards achieving comprehensive improvements for mass transit system in Jaipur.

#### 2.0 Objective of the Assignment:

The main objective is to:

- i) Review and update the Detailed Project Report (DPR) for Jaipur Metro Rail Line 2 (which JMRC had got prepared in July 2014); and
- ii) Prepare new DPR for the extension of Jaipur Metro Phase 1B i.e from Badi Chaupar (dead end of reversal line) to Ramganj

Both the above DPR will have to be prepared as per the new Traffic & Transportation study and as per the guidelines of New Metro Rail Policy 2017.

The required tasks are detailed under the scope of work.

#### 3.0 Scope of Work :

The services to be rendered under the proposed detailed study will include:

1. Study and Analyze the 'Comprehensive Traffic & Transportation Study (CTTS)' conducted by Jaipur Development Authority for Jaipur Region in the light of meeting the objective of Comprehensive Mobility Plan of Jaipur City alongwith identification of feasible corridors for Mass Rapid Transit System (MRTS).
2. Traffic and Transportation surveys for preparation and recommendation of new corridors of Mass Rapid Transit System as well extension of existing corridors specifically Metro Rail Project Phase-1

3. Estimation of Transport Demand and projection of sectional and station traffic loads for various horizon years on various corridors.
4. Preparation of alternative routes on Google/Available standard maps in consultation with JMRC.
5. Selection of Mode of Mass Rapid Transit System after Alternative Analysis;
6. Multi modal Traffic Integration, Station Area Traffic Dispersal Plans, planning for feeder bus services, public bike sharing and pedestrianization in the influence area of stations to ensure First and Last Mile connectivity.
7. Field Surveys and preparation of Topographical survey plans for route alignments and assessment of land requirement for facilities like station areas, Electric sub stations (TSS and RSS) Maintenance Depot and Construction Depots, casting yard, labour camps, fire fighting facilities etc.
8. Field Surveys for identification of major above ground utilities and sewerage lines along the proposed Metro route requiring diversion/relocation.
9. Geometric design of the route alignments covering horizontal as well as vertical profiles.
10. Identification of depots locations & preparation of its general layout plans, covering all facilities.
11. Locations of stations and general layout plans for stations and integration areas.
12. EIA and SIA studies and preparation of EMP for negative impacts including air, noise, water, heritage & religious structures, trees if any.
13. Technology Option Analysis and Selection– Broad details of Traction and Signaling System, rolling stocks, tracks plan and systems, civil engineering technology and methodology etc.
14. Conceptual Plan for the rolling stock maintenance & depots.
15. Creation of features for disable friendly infrastructure to ensure accessibility to persons with disabilities.
16. Security and safety measures to ensure secured metro systems.
17. Preparation of Implementation Schedule for stage wise construction including civil, systems works etc.
18. Estimation of construction costs, operation and maintenance costs.
19. Study on the Fare structure.
20. Financial and Economic analysis for the project and recommendation of the financial model of implementation of Jaipur Metro Phase 2.
21. Evolving a Funding Plan and Institutional arrangements for the project.
22. Assessment of availability of financial resources (from GoR, GoI and others) in consultation with JMRC to develop stage wise implementation plan for Jaipur Metro Phase 2.
23. Prepare strategy to maximize Non Fare revenue through optimization of station designs and parking spaces for maximum possible retail spaces.

24. Preparation and submission of updated Detailed Project Report of Jaipur Metro Phase 2 and Detailed Project Report of the Phase 1B extension i.e. Badi Chaupar (dead end of reversal line) to Ramganj as per the New Metro Policy-2017.

#### **4.0 DPR must include following**

DMRC will submit Detailed Project Report (DPR) Comprising of following :

##### **4.1 Drawings**

- i) Plotting and preparation of survey plans to scale 1:1000. The plans will include details of above-ground utilities.
- ii) Location of stations will be shown on the topographical plans. Typical layouts for stations shall be prepared for underground if any and elevated stations. Station dispersal and traffic integration plans for all stations shall be prepared and submitted. The plans will also show the proposed exit/entry points for the stations.
- iii) Preparing integration plans with other Metro Lines and other modes of transport.
- iv) Assessment shall be made for land requirement for traffic integration at stations, electric substations, operational requirements, temporary Construction depots and other components of the project Land plans shall be prepared for all such locations.
- v) Provide soft copy in AutoCAD of all the drawings.

##### **4.2 Geo-technical Investigations**

Geo-technical investigations will not be carried out along the identified corridor as this has already been done at the time of preparation DPR in 2009 and same will be used in this DPR. Geo-technical investigation will be carried out only along the corridor which will deviate from the DPR alignment June-2011 and July -2014.

##### **4.3 Ridership Demand Estimation Study**

JMRC will provide the sectional loading and station loadings for above mentioned corridor.

##### **4.4 Technology Selection Studies**

Broad details of following shall be prepared for the proposed system based on current trends and technology best suited for client.

- a) Traction System and power supply arrangement
- b) Signaling System
- c) Telecommunication System
- d) Rolling Stock and the requirement based on the operation plan.
- e) Track plan and system
- f) Depot Facilities.
- g) Civil engineering technology and methodology

##### **4.5 Implementation Schedule**

A detailed schedule for construction and implementation shall also be prepared and submitted along with the report.

##### **4.6 Environmental & Social Impact Assessment**

The environment & Social impact assessment shall be made due to implementation and operation of the project.

**4.7 Cost Estimates**

Cost estimates shall be prepared based on the basis of unit for various works. Estimation of cost shall also include the cost of Multi modal Traffic integration, Station Area Traffic Dispersal Plan, Traffic diversion during construction stage. Safety security measures etc.

**4.8 Fare Policy, Economic and Financial Analysis**

DMRC based on analysis of fares of Jaipur metro line-Mansarovar to Badi Chaupar shall recommend suitable fare structure for proposed metro corridor. Economic and Financial analysis will be done separately. Funding options for this corridor will be discussed and bet one recommended.

**4.9 Institutional Arrangement and Funding Plan**

Institutional arrangement shall be recommended with reasons for adoption. A financial plan shall also be prepared for arranging finances for implementation of the project.

**5 Fee and Duration of the Study**

5.1 The consultancy fee for preparation of both the DPR(s) will be as under:

- i) Updated DPR for Phase 2 for approximate length of 30 km of corridor on per Kilometer basis.

The final length of the alignment will be considered for payment as per the recommended length in the updated DPR.

- ii) New DPR for Phase 1B extension i.e. Ramganj (dead end of reversal line) to Ramganj for approximate length of 400 meter including station box at Ramganj.

The GST shall be paid extra as applicable. However bidder shall mentioned the GST rate and amount separately in the financial proposal.

5.2 Time duration of the study will be 6 months from date of signing of the agreement however if needed time can be extended with mutual consent.

**6. Payment and Delivery Schedule:**

Item No.	Activities	Delivery Schedule from start of contract	% Fee of Total
1	Mobilization fees		
2	Inception Report & Presentation		
3	Submission of Analysis Report of CTTS in light of this being used as CMP		
4	Submission of Alternative Analysis Report including preferred selection		

	of preferred mode.		
5	Submission of horizontal and vertical alignment and station locations based on Topographical surveys.		
6	Submission of Draft DPR(s) of Phase 2 and extension of Phase 1B		
7	Submission of Final DPR(s) of Phase 2 and extension of Phase 1B after incorporating observations of stake holders		
	Total	06 months	100%

**7 Assistance to be rendered by client**

The Client will provide the following reports:

- a) DPR of Jaipur Metro Phase 2, June 2011
- b) DPR of Jaipur Metro Phase 2, July 2014
- c) Comprehensive Mobility Plan 2010 of Jaipur
- d) Comprehensive Traffic & Transportation Study, 2018 (CTTS) of Jaipur Region prepared by JDA
- e) Master Plan of Jaipur (JDA Region)
- f) EIA Report of Jaipur Metro Phase 1B prepared by ADB

In addition to above JMRC will provide land rates along the proposed corridor and details of all underground utilities (eg. Water supply lines, electrical cables etc.) on the proposed corridor, free of cost.

Also, JMRC will facilitate the consultant in their meeting with stakeholders, seeking information from various stakeholders.

### Section III: Bidding Forms

{Notes to Consultant shown in brackets { } throughout Section III provide guidance to the Consultant to prepare the Technical Proposal and Financial Proposal; they should not appear on the Proposals to be submitted.}

#### Checklist of Required Technical Proposal Forms

-----~~DELETED~~-----



**Form TECH-1**

**TECHNICAL PROPOSAL SUBMISSION FORM**

**Deleted-----**

**Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)**

**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

DELETED

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**Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)**

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE,  
COUNTERPART STAFF, AND  
FACILITIES TO BE PROVIDED BY THE CLIENT**

DELETED

**Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)**

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN  
RESPONDING TO THE TERMS OF REFERENCE**

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DELETED

**Form TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)**

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR  
PERFORMING THE  
ASSIGNMENT**

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DELETED

## **Form TECH-5 (FOR FTP AND STP)**

### **WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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- 1) List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2) Duration of activities shall be indicated in a form of a bar chart.
- 3) Include a legend, if necessary, to help read the chart.

**Form TECH-6 (FOR FTP AND STP)**

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

DELETED

**FORM TECH-7A FORM OF BID SECURITY**

***DELETED***



**FORM TECH-7B  
FORM OF BID SECURING DECLARATION**

***DELETED***

**FORM TECH-8**

**DECLARATION BY THE CONSULTANT/ BIDDER U/S 7 & 11 OF THE ACT**

In relation to our Proposal/ Bid submitted to ..... [enter designation and address of the procuring entity] for procurement of ..... [insert name of the Services] in response to their Request for Proposals/ Notice Inviting Bids No..... Dated ..... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the RFP/ Bidding Document issued by the Procuring Entity;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the RFP/ Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this RFP/ Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this RFP/ Bidding Document, till completion of all our obligations under the Contract.

Date: \_\_\_\_\_ Signature of Consultant/ Bidder  
Place: \_\_\_\_\_ Name : \_\_\_\_\_  
Designation: \_\_\_\_\_

Address:

**FORM TECH-9 POWER OF ATTORNEY**  
*(On Stamp paper of appropriate value)*

Know all persons by these presents, We..... *[name of the Consultant/ Bidder and address of its registered office]* do hereby constitute, appoint and authorize Mr. / Ms. .... *[name and residential address]* who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal/ Bid for ..... *[name of the project/ assignment]*, including signing and submission of all documents and providing information/ responses to ..... *[designation of procuring entity]* in all matters in connection with our Proposal/ Bid for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated:.....

Accepted.

*[Signature, Name and designation of the Attorney]*

*[Signature and Name of the Consultant/ Bidder with corporate seal]*

**FORM TECH-10**  
**FORMAT FOR SEEKING CLARIFICATIONS**

Name of the  
Bidder: Address:  
Dated:  
Telephone  
Nos.: Fax  
No:  
Mobile  
No:  
Email  
ID:

S.No.	Section No. – Clause No. – Paragraph/ Bullet No.	Corresponding page no in the RFP/ Bidding Document	Particulars of the query / clarification	Remarks of Procuring Entity

*[Signature of the Authorized Signatory]*

Designation

*[The queries may be submitted by post or e-mail (through official e-mail IDs only) in word document (not a PDF) to the address/ e-mail of the Procuring Entity latest by 7 Days before the date of Pre-bid Conference].*

## **Financial Proposal**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section I, Instructions to Consultants and is to be submitted in sealed envelope.

FIN-1 Financial Proposal Submission

Form FIN-2 Summary of Costs

FIN-3 Deleted

FIN-4 Deleted

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

---

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding amount(s) with currency(ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 5.5.1. in the Bid Data Sheet.* {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 3.6.1 of the Bid Data Sheet.

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

We remain,

Yours

sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

## FORM FIN-2 SUMMARY OF COSTS

- 1) This shall include the Breakup of the cost for the Proposal**
- 2) Provision of GST**
- 3) Total Cost of the proposal**
- 4) All the cost will have to be in Indian National Rupees (INR)**
- 5) The GST shall be paid extra as applicable. However bidder shall mentioned the GST rate and amount separately in the financial proposal.**



**FORM FIN-3 BREAKDOWN OF REMUNERATION**

DELETED

\_\_\_\_\_



**FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**

DELETED

## Section V

### A: General Conditions of Contract

<b>1. General</b>			
<b>S. No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>1.1</b>	<b>Definitions</b>		Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:
		1.1.1	“Act” means the Rajasthan Transparency in Procurement Act, 2012.
		1.1.2	“Applicable Law” means the Central or State laws and any other instruments having the force of law in India and Rajasthan or any other area of operation of the Contract as they may be, issued and in force from time to time.
		1.1.3	“Client” means the Procuring Entity i.e Jaipur Metro Rail Corporation Limited (J MRCL) with which the selected Consultant signs the Contract for the Services.
		1.1.4	“Consultant” means the Bidder who may be any entity or person including any Sub-Consultant and other personnel that may provide the Services to the Client under the Contract.
		1.1.5	“Contract” means the legally binding written agreement as signed by the Parties, that are these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), Bidding Forms, Appendices and all the attached documents.
		1.1.6	“Day” means a calendar day, unless indicated otherwise in the SCC.
		1.1.7	“Effective Date” means the date on which this Contract comes into force and effect.
		1.1.8	“Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
		1.1.9	“Foreign Currency” means any currency other than the Indian Rupees.
		1.1.10	“GCC” mean these General Conditions of Contract.

		1.1.11	“In writing” means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt.
		1.1.12	“Joint Venture (JV)” means an association with a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
		1.1.13	“Key Expert(s)” or “Key Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) were taken into account in the technical evaluation of the Consultant’s proposal.
		1.1.14	“Local Currency” means Indian Rupees.
		1.1.15	“Member” means any of the entities that make up the Joint Venture/ Consortium/ Association; and “Members” means all these entities.
		1.1.16	“Non-Key Expert(s)” or “Non-Key Personnel” means an individual professional provided by the Consultant or its Sub- consultant to perform the Services or any part thereof under the Contract.
		1.1.17	“Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
		1.1.18	“Personnel” means professionals and support staff in the form of Key Personnel and Non-Key Personnel provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside India; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
		1.1.19	“Reimbursable expenses” where applicable assignment-related costs other than Consultant’s remuneration.
		1.1.20	“Rules” means the Rajasthan Transparency Procurement Rules, 2013.
		1.1.21	“SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.

		1.1.22	“Services” means the work to be performed by the Consultant pursuant to this Contract.
		1.1.23	“Sub-Consultants” means any person or entity to whom the Consultant, with the approval of the Client, subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
		1.1.24	“Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub- Consultant.
<b>2. Interpretation</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
2.1	<b>Relationship Between the Parties</b>	2.1.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Experts, Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
2.2	<b>Law Governing the Contract</b>	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws .
2.3	<b>Language</b>	2.3.1	This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
2.4	<b>Headings</b>	2.4.1	The headings shall not limit, alter or affect the meaning of this Contract.
2.5	<b>Notices, Communications</b>	2.5.1	Any communication, 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 personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
		2.5.2	A Party may change its address for notice hereunder by giving the other Party a notice In Writing of such change to the address specified in the SCC.

2.6	<b>Location</b>	2.6.1	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is changed, at such locations, whether in the India or elsewhere, as the client may approve.
2.7	<b>Authority of Member in Charge or Team Leader</b>	2.7.1	In case the Consultant consists of a Joint Venture/ Consortium/ Association of more than one entity, the Members hereby authorise the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments in the joint name from the Client.
2.8	<b>Authorized Representatives</b>	2.8.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the Authorized Representatives specified in the SCC.
<b>3. Code of Integrity</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
3.1	<b>Code of Integrity</b>	3.1.1	<p>It is required that Consultant observes the highest standards of ethics during the procurement process and performance of the Contract with strict compliance to the provisions of Code of Integrity specified in the Act and the Rules. In particular, the Consultant, Sub-Consultants, or their personnel shall-</p> <p>(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 performance of the Contract or to otherwise influence the Client/ Procuring Entity;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process and performance of the Contract;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>(e) not indulge in any coercion including</p>

			<p>impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process and performance of the Contract;</p> <p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(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.</p> <p>Further, none of them shall indulge in corrupt, fraudulent, coercive and collusive practices. For the purpose of this clause these practices are defined as below:</p> <p>i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>ii. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>iii. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>iv. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</p>
<b>3.2</b>	<b>Measures to be Taken On Breach Of Code of Integrity</b>	3.2.1	Breach of Code of Integrity by the Consultant, Sub-Consultants, or their personnel:- Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by the Consultant, Sub-Consultants, or their personnel, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act.
<b>4. Commencement, Completion, Modification and Expiration of Contract</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>4.1</b>	<b>Effectiveness of Contract</b>	4.1.1	This Contract shall come into force and effect on the date (the “Effective Date”) on which the Client issues to the Consultant the Letter of Acceptance of his Proposal. The notice to



			commence the Services, if issued separately, shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
<b>4.2</b>	<b>Forfeiture of Performance Security</b>	4.2.1	<p>Amount of the Performance Security in full or part may be forfeited in the following cases :-</p> <p>(a) when the Consultant does not execute the agreement in accordance with ITC Sub-Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or</p> <p>(b) when the Consultant fails to commence the Services as per Letter of Award within the time specified; or</p> <p>(c) when the Consultant fails to complete the Services satisfactorily within the time specified; or</p> <p>(d) when any terms and conditions of the contract is breached; or</p> <p>(e) to adjust any accepted dues against the Consultant from any other contract with the Procuring Entity; or</p> <p>(f) if the Consultant breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and GCC Sub-Clause 3.1.1</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
<b>4.3</b>	<b>Expiration of Contract</b>	4.3.1	Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
<b>4.4</b>	<b>Entire Agreement</b>	4.4.1	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.
<b>4.5</b>	<b>Modifications or Variations</b>	4.5.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
		4.5.2	In cases of substantial modifications or variations, the prior written consent of the competent authority of the Procuring Entity will be required.

<b>5. Force Majeure</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>5.1</b>	<b>Definition</b>	5.1.1	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, 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 subject to those requirements 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 or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
		5.1.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
		5.1.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
<b>5.2</b>	<b>No Breach of Contract Due to Force Majeure</b>	5.2.1	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far 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.
<b>5.3</b>	<b>Measures to be Taken</b>	5.3.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		5.3.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case 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 written notice of the restoration of normal conditions as soon as possible.

		5.3.3	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.
		5.3.4	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: a. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or b. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
		5.3.5	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Dispute Resolution Mechanism.

<b>5.4</b>	<b>Suspension</b>	5.4.1	The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its 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 Consultant to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Consultant of such notice of suspension.
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**6. Termination**

<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>6.1</b>	<b>By the Client</b>	<b>6.1.1</b>	The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) <u>days</u> ' written notice of termination to the Consultant in case of the events referred to in (a) through (d), sixty (60) <u>days</u> ' in the case of the event referred to in (e), fourteen (14) <u>days</u> ' in the case of the event referred to in (f) and (g), and five (5) <u>days</u> ' in the case of the event referred to in (h), :

			<p>(a) If the Consultant fails to remedy a failure in the performance of its obligations under the Contract, as specified in the notice of termination, within thirty (30) Days of receipt of such notice of termination or within such further period as the Client may have subsequently approved In Writing.</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its 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.</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings, where permissible.</p> <p>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Consultant, in the judgment of the Client, has breached any provision of the Code of Integrity as given in GCC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.</p> <p>(g) If the Consultant submits to the Client a false statement/ document which has a material effect on the rights, obligations or interests of the Client.</p> <p>(h) If the Consultant fails to confirm availability of Key Experts as required in GCC Clause 4.3.1.</p>
		6.1.2	<p>Termination by the Client due to failure of the Consultant to provide the required Services shall lead to the forfeiture of the Performance Security as per GCC Sub-Clause 4.2 [Forfeiture of Performance Security] and get the Services performed by another agency at the risk and cost of the original Consultant.</p>

6.2	<b>By the Consultant</b>	6.2.1	<p>The Consultant may terminate this Contract, by not less than thirty (30) <u>days</u>' written notice to the Client, in case of the occurrence of any of the events specified as under:</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) Days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration, where permissible.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved In Writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
6.3	<b>Cessation of Rights and Obligations</b>	6.3.1	<p>Upon termination of this Contract pursuant to GCC Clause 6 hereof, or upon expiration of this Contract pursuant to GCC Clause 4.3, all rights and obligations of the Parties hereunder shall cease, except:</p> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration,</p> <p>(ii) the obligation of confidentiality set forth in GCC Clause 7.7,</p> <p>(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records by the Client set forth in GCC Clause 7.10, and</p> <p>(iv) any right which a Party may have under the Applicable Law.</p>
6.4	<b>Cessation of Services</b>	6.4.1	<p>Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 6.1 or 6.2, the Consultant shall, immediately upon despatch 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 Client, the Consultant shall proceed as provided, respectively, by GCC Clause 7.13 or 7.14.</p>

6.5	<b>Payment upon Termination</b>	6.5.1	Subject to the GCC Clause 3.2.1 [Measures to be Taken on Breach of Code of Integrity], upon termination of this Contract, the Client shall make the following payments to the Consultant: (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of GCC Clause 6.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.
6.6	<b>Disputes about Events of Termination</b>	6.6.1	If either Party disputes whether an event has occurred, such Party may, within forty-five (45) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration, where permissible.
6.7	<b>Extension in Completion Period and Liquidated Damages</b>	6.7.1	If the Consultant considers at any time during the performance of the Contract that it is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing within 14 (Fourteen) days of the occurrence of cause of hindrance to the Client to extend the completion period of the Contract giving detailed reasons and justifications. The Client, after considering the reasons and justifications, may extend the period set forth for completion of the contract with or without liquidated damages. The Procuring Entity, except in case of an event of Force Majeure or reasons beyond the control of the Consultant, shall be entitled to impose on the Consultant, liquidated damages of 1% of the Contract amount for each week of delay after the stipulated period of completion of the Contract. However, the liquidated damages shall not exceed a total of 10% of the Contract amount.
<b>7. Obligations of the Consultant</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
7.1	Standard of Performance	7.1.1	The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate

			technology and safe and effective equipment, approved professionals, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties. No decision regarding design or incidental thereto of the consultant should cause any loss to the Client. All designs, drawings and the estimates should provide optimum value to the Client.
		7.1.2	The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
		7.1.3	The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
7.2	Law Governing Services	7.2.1	The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub- Consultants, as well as the Personnel of the Consultant and any Sub-Consultants comply with the Applicable Law.
		7.2.2	The Client shall notify the Consultant In Writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
7.3	Conflict of Interests	7.3.1	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
<b>7.4</b>	<b>Consultant Not to Benefit from Commissions, Discounts, etc</b>	7.4.1	The payment of the Consultant pursuant to GCC Clause 10 shall constitute the Consultant's only payment in connection with this Contract and, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts/ Personnel and agents of either of them, similarly shall not receive any such additional payment.

		7.4.2	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Procuring Entity's procurement rules and guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions negotiated by the Consultant in the exercise of such procurement advisory responsibility shall be for the account of the Client.
<b>7.5</b>	<b>Consultant and Affiliates Not to be Otherwise Interested in Project, Not to Engage in Certain Activities</b>	7.5.1	The Consultant agrees that, during the term of this Contract and after its completion or termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub- Consultants and any entity affiliated with such Sub- Consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
<b>7.6</b>	<b>Prohibition of Conflicting Activities</b>	7.6.1	The Consultant shall not engage, and shall cause its Experts, Personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
		7.6.2	The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract, in addition to any action which may be taken under the provisions of the Act and the Rules.
<b>7.7</b>	<b>Confidentiality</b>	7.7.1	In addition to the provisions of Section 49 of the Act and Rule 77 of the Rules, except with the prior written consent of the Client, the Consultant and the Experts or Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts or Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
<b>7.8</b>	<b>Liability of the Consultant</b>	7.8.1	Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.



7.9	<b>Insurance to be Taken out by the Consultant</b>	7.9.1	<p>The Consultant:</p> <p>(i) shall take out and maintain, and shall cause any Sub- Consultants to take out and maintain, in the joint name of the Client and himself, upto the final completion of the Contract at their (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against all the risks, personnel, vehicles, equipments, etc and for the coverage specified in the SCC; and</p> <p>(ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p> <p>The Consultant shall ensure that such insurance is in place prior to commencing the Services.</p>
7.10	<b>Accounting, Inspection and Auditing</b>	7.10.1	<p>The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p>
		7.10.2	<p>The Consultant shall permit and shall cause its Sub-consultants to permit, the Procuring Entity or Government of Rajasthan and/or persons appointed by them to inspect the Site and its accounts and records as well as those of its Sub-Consultants relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Procuring Entity or Government of Rajasthan.</p>
		7.10.3	<p>The Consultant’s attention is drawn to the fact that acts of the Consultant intended to impede the exercise of the powers of inspection and audit by the Client constitute a prohibited practice leading to Contract termination.</p>
7.11	<b>Consultant’s Actions Requiring Client’s Prior Approval</b>	7.11.1	<p>Subcontracts: If permitted in the RFP, the Consultant may subcontract work relating to the Services with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub- Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience equal to or better than those of the Sub-Cconsultant being replaced and acceptable to the Client, or to resume the performance of the Services itself.</p>

7.12	<b>Reporting Obligations</b>	7.12.1	The Consultant shall submit to the Client the reports and documents specified in Appendix A hereto, in the form, in number and within the time periods set forth in the said Appendix. Final reports shall be delivered in soft copy in addition to the hard copies specified in the said Appendix.
7.13	<b>Proprietary Rights of the Client in Reports and Records</b>	7.13.1	Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, drawings, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
		7.13.2	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
7.14	<b>Equipment, Vehicles and Materials Provided by the Client</b>	7.14.1	Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client In Writing, shall insure them in an amount equal to their full replacement value.

<b>7.15</b>	<b>Equipment and Materials Provided by the Consultant</b>	7.15.1	Any equipment or materials brought by the Consultant or its Experts and Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Experts and Personnel concerned, as applicable.
<b>8. Consultants' Experts, Personnel and Sub-Consultants</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>8.1</b>	<b>Description of Key Experts</b>	8.1.1	The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in <b>Appendix B.</b>
<b>8.2</b>	<b>Replacement of Key Experts</b>	8.2.1	Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
		8.2.2	Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
<b>8.3</b>	<b>Removal of Experts or Sub-consultants</b>	8.3.1	If the Client finds that any of the Consultant's or Sub-consultant's personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's or Sub-consultant's personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
		8.3.2	In the event that any of the Consultant's or Sub-consultant's Expert is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
		8.3.3	Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
		8.3.4	The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
<b>8.4</b>	<b>Resident Project Manager</b>	8.4.1	If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of the Services.

<b>9. Obligations of the Client</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>9.1</b>	<b>Assistance and Exemptions</b>	9.1.1	Unless otherwise specified in the SCC, the Client shall use its best efforts to:
		9.1.1.1	Assist the Consultant in obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
		9.1.1.2	Assist the Consultant in promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India while carrying out the Services under the Contract.
		9.1.1.3	Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts, Personnel and their eligible dependents.
		9.1.1.4	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
		9.1.1.5	Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services in obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in India according to the applicable law in India.
		9.1.1.6	Assist the Consultant, any Sub-consultants and the Experts of either of them in obtaining the privilege, pursuant to the applicable law in India, of bringing into India reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
		9.1.1.7	Provide to the Experts of Consultant and Sub-Consultants any such other assistance as may be specified in the SCC.

9.2	<b>Access to Project Site</b>	9.2.1	The Client warrants that the Consultant shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.
9.3	<b>Change in the Applicable Law Related to Taxes and Duties</b>	9.3.1	If, after the date of this Contract, there is any change in the Applicable Law with respect to existing or new taxes and duties which increases or decreases the cost 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, and corresponding adjustments shall be made to the Contract price amount specified in GCC Clause 10.1.1.
9.4	<b>Services, Facilities and Property of the Client</b>	9.4.1	The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference ( <b>Appendix A</b> ) at the times and in the manner specified in said <b>Appendix A</b> .
		9.4.2	In case that such services, facilities and property shall not be made available to the Consultant, the Parties shall agree on: (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result of it.

<b>9.5</b>	<b>Counterpart Personnel</b>	9.5.1	The Client shall make available to the Consultant free of charge such professional and support counterpart Personnel, to be nominated by the Client with the Consultant's advice, if specified in <b>Appendix A</b> .
		9.5.2	If counterpart Personnel are not provided by the Client to the Consultant, the Client and the Consultant shall agree on: (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant.
		9.5.3	Professional and support counterpart Personnel, excluding Client's liaison Personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
<b>9.6</b>	<b>Payment Obligation</b>	9.6.1	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in <b>Appendix A</b> and in such manner as is provided by GCC Clause 10 below.
<b>10. Payments to Consultant</b>			
<b>10.1</b>	<b>Contract Price</b>	10.1.1	The Contract price is fixed and is set forth in the <b>SCC</b> . The Contract price breakdown is provided in <b>Appendix C</b> .
		10.1.2	Any change to the Contract price specified in GCC Clause 10.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to GCC Clause 4.6 and have amended in writing the Terms of Reference in <b>Appendix A</b> .
<b>10.2</b>	<b>Payment</b>	10.2.1	In consideration of the Services performed by the Consultant under this Contract as specified in <b>Appendix A</b> , the Client shall make to the Consultant such payments and in such manner as is provided in the Contract. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
<b>10.3</b>	<b>Schedule of Payments</b>	10.3.1	The schedule of payments shall be as stated in the <b>SCC</b>

<b>10.4</b>	<b>Reimbursable</b>	10.4.1	No Reimbursable expenses shall be allowed under Lump Sum Contracts, unless specified in the SCC.
<b>10.5</b>	<b>Taxes and Duties</b>	10.5.1	The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the <b>SCC</b> .
		10.5.2	As an exception to the above and if stated in the <b>SCC</b> , all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
<b>10.6</b>	<b>Currency of Payment</b>	10.6.1	Any payment under this Contract shall be made in the currency (ies) of the Contract.
<b>10.7</b>	<b>Payment for Additional Services</b>	10.7.1	For the purpose of determining the remuneration due for additional Services as may be agreed, a breakdown of the lump- sum price is provided in <b>Appendix C</b> .
<b>10.8</b>	<b>Advance Payment</b>	10.8.1	(a) Normally no advance payment shall be made. If the Advance Payment is stated in SCC, the Advance Payment shall be made after the Consultant has submitted a bank guarantee of a Scheduled Bank in India to the Procuring Entity in the format given in Section VC, Contract Forms and amounts and currencies equal to the Advance Payment. The bank guarantee shall be got confirmed from the issuing bank and shall be valid until the total amount of the Advance Payment is repaid.  (b) The amounts and currencies of the Advance Payment shall be as stated in SCC.  (c). The Advance Payment shall be repaid through a percentage deduction from the interim payments as stated in SCC.
<b>10.9</b>	<b>Mode of Billing and Payment</b>	10.9.1	The total payments under this Contract shall not exceed the Contract Price set forth in GCC Clause 10.1 and the payments under this Contract shall be made in lump-sum installments against deliverables specified in <b>Appendix A</b> .

		10.9.2	<p><u>The Lump-Sum Installment Payments:</u> The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump- sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p>
		10.9.3	<p><u>The Final Payment:</u> The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) days after receipt of the final report by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) Days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.</p>
		10.9.4	<p>All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p>
		10.9.5	<p>With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.</p>



11.1	<b>Good Faith</b>	11.1.1	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 realisation of the objectives of this Contract.
<b>12. Settlement of disputes</b>			
	<b>Settlement of Disputes</b>	12.1	Dispute Resolution Mechanism shall be as stated in <b>Annexure A.</b>

## Annexure A: Dispute Resolution Mechanism

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

- I. Amicable resolution between representatives of Parties to the Contract
- II. If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part thereof or the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs. 50000/-.

Dispute Resolution Mechanism will have the following Committees at the levels of Head of the Department and Administrative Secretary of the Department:

1. **Head of the Department Level Committee:** to address disputes in contracts of value upto Rs. 10 lakh:

The Head of the Department Level Committee shall comprise of Head of the Department, Financial Advisor/ Chief Accounts Officer of the Department, Concerned Procuring Entity or Additional Head of the Department (Member - Secretary) and Representative of Law Department not below the rank of Legal Assistant.

2. **Administrative Secretary Level Committee:** to address disputes in contracts of value of more than Rupees 10 lakh.

The Administrative Department Level Committee shall comprise of Administrative Secretary of the Department, Representative of Finance Department not below the rank of Deputy Secretary, Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer, Chief Engineer- cum - Addl. Secretary of the concerned department and Chief Engineer concerned [or Head of the Department, in case of other than a Works Department (Member- Secretary)].

III. Arbitration will be applicable in case of disputes arising in contracts above a value of more than Rs.1 crore which remain unresolved through the Dispute Resolution Committee.

- a. Any Dispute which is not resolved amicably by Dispute Resolution Committee, shall be decided by reference to arbitration and such arbitration shall be held in accordance with the Rules and provisions of the Arbitration and Conciliation Act, 1996 as amended time to time. The place of such arbitration shall be Jaipur, Rajasthan and the language of arbitration proceedings shall be English.
- b. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

- c. The arbitrator shall make a reasoned award (the “**Award**”).
- d. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
- e. The fees of arbitrator shall be equally borne by both the parties.

IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.

V. Procedure of reference to the Dispute Resolution Committee:-

The Consultant shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakh, within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Consultant, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision.

## Section V

### B: Special Conditions to Contract

Number of GCC Clause	Amendments of, and Supplements to Clauses in the General conditions of Contract
2.3.1	The language is English.
2.5.1 & 2.5.2	<p>The addresses are:</p> <p><b>Client:</b>  <b>JAIPUR METRO RAIL CORPORATION LIMITED</b>                      Khanij Bhawan, Tilak Marg, C-Scheme                      City: Jaipur (Rajasthan), Postal Code: 302 005                      Telephone (91-141) 2822250                      Facsimile number (91-141) 2822251                      Electronic mail address: dp@jaipurmetrorail.in &amp; dp.jmrc@gmail.com</p> <p><b>Consultant:</b>  <b>DELHI METRO RAIL CORPORATION LIMITED</b>                      Metro Bhawan Fire Brigade Lane, Barakhamba Road,                      New Delhi - 110001, India                      Board No. - 011-23417910/11/12</p>
2.7.1	Deleted
2.8	<p>The Authorized Representatives are:</p> <p>For the Client: <b>Director (Project)</b>                      For the Consultant: <b>Director (Business Development)</b></p>
4.1.1	The conditions, if any, for the Contract to become effective are : Signing of Agreement
4.2.1	Deleted

<b>4.3.1</b>	The time period within which the Consultant must commence the Services after the effective date of the Contract is 07 Days. In case the Consultant fails to commence the services within this time period, the Client after due notice shall terminate the contract and forfeit the Performance Security.
<b>4.4.1</b>	The time period for completion of the Contract shall be 06 months from the signing of agreement.
<b>4.5.</b>	The financial implication of such modification/variations in the contract condition/scope of work should not be more than 5% of the contract value.
<b>7.8.1</b>	<p>Limitation of the Consultant' Liability towards the Client: For example,</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) For any indirect or consequential loss or damage; and</p> <p>(ii) For any direct loss or damage that exceeds by three times the total value of the Contract.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.</p>
<b>7.9.1</b>	<p>The risks and the coverage by insurance shall be as follows: : For example,</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988.</p> <p>(b) Third Party liability insurance, with a minimum coverage of Rs. Nil .only</p> <p>(c) Professional liability insurance, with a minimum coverage of Rs. Nil only</p> <p>(d) Procuring Entity's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<b>7.13.2</b>	Not Applicable
<b>7.14.1</b>	Not Applicable

<b>8.4.1</b>	Not Applicable																																				
<b>9.1.1</b>	In addition, JMRC shall provide the support as referred under Section III: Terms of Reference clause 7.																																				
<b>10.1.1</b>	The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> inclusive of all taxes except GST. The rate of GST and the amount should be specified separately. The GST shall be paid extra as applicable. However bidder shall mentioned the GST rate and amount separately in the financial proposal.																																				
<b>10.3.1</b>	<p>The schedule of payments shall be as under:- (An indicative schedule is given here)</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Item No.</th> <th>Activities</th> <th>Delivery Schedule from start of contract</th> <th>% Fee of Total</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Mobilization fees</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>Inception Report &amp; Presentation</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>Submission of Analysis Report of CTTS in light of this being used as CMP</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>Submission of Alternative Analysis Report including preferred selection of preferred mode.</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>Submission of horizontal and vertical alignment and station locations based on Topographical surveys.</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td>Submission of Draft DPR(s) of Jaipur Metro Phase 2 and extension of Phase 1B</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td>Submission of Final DPR(s) of Phase 2 and extension of Phase 1B after incorporating observations of stake holders</td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">Total</td> <td style="text-align: center;">06 months</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table>	Item No.	Activities	Delivery Schedule from start of contract	% Fee of Total	1	Mobilization fees			2	Inception Report & Presentation			3	Submission of Analysis Report of CTTS in light of this being used as CMP			4	Submission of Alternative Analysis Report including preferred selection of preferred mode.			5	Submission of horizontal and vertical alignment and station locations based on Topographical surveys.			6	Submission of Draft DPR(s) of Jaipur Metro Phase 2 and extension of Phase 1B			7	Submission of Final DPR(s) of Phase 2 and extension of Phase 1B after incorporating observations of stake holders				Total	06 months	100%
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<b>10.4.1</b>	Reimbursable expenses shall not be paid.																																				
<b>10.5.1 &amp; 10.5.2</b>	No indirect/direct taxes chargeable in respect of this Contract for the Services provided by the Consultant, Sub-Consultants and Experts other than Indian citizens and Non Resident Indians shall be paid <i>or</i> reimbursed by the Client to the Consultant.																																				
<b>10.8.1</b>	No advance payment shall be made.																																				
<b>10.9.4</b>	The accounts are (to be filled in by the Consultant): for local currency (INR):																																				

# Section V C: Contract Forms

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## **Contract Agreement**

(To be executed on Non-Judicial Stamp Paper of appropriate value)

## **Contract for Consultancy Services Lump-Sum**

between

[Name of the Client]

and

[Name of the Consultant]

Dated:



## CONTRACT AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made the [day number] day of the month of [month], [year], between, on the one hand, [name of Client (Procuring Entity)] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

*[Note: If the Consultant 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/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]*

WHEREAS:

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the “Services”)
- (b) The Consultant, having presented to the Client that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on 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
  - (b) The Special Conditions of Contract;
  - (c) Appendices:

Appendix A:Terms of  
Reference Appendix B: Key  
Experts  
Appendix C:Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and



**Performance Security**

DELETED

**Performance Security**

## Performance Security Declaration

### Performance Security Declaration

Date: *[insert date (as day, month and year)]*

Contract Name and No.: *[insert name and number of Contract]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract *[insert name of subject matter of procurement]* .

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed]* starting on the date that we receive a notification from you, the *[Procuring Entity]* that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: \_\_\_\_\_

*[insert signature of person whose name and capacity are shown]*

In the capacity of: \_\_\_\_\_

*[insert legal capacity of person signing the Performance Security Declaration]*

Name: \_\_\_\_\_

*[insert complete name of person signing the Performance Security Declaration]*

Duly authorized to sign the Performance Security Declaration for and on behalf of:

---

*[insert complete name of Consultant's Organisation]*

Dated on day of \_\_, \_\_

*[insert date of signing]*

Corporate Seal \_\_\_\_\_

## **Advance Payment Guarantee**

*[to be given by a Scheduled Bank in India or other Issuer acceptable by Procuring Entity ]*

**Bank's Name and Address of the Issuing Branch or office**

DELETED