

# **BID DOCUMENT**

**For**

**Consultancy services for Preparation of Structural Safety Audit  
Report for Structures on RIDCOR/RIPL roads in the State of  
Rajasthan**

**For**

**Rajasthan Mega Highways Project Phases I, II & III**



**Road Infrastructure Development Company of Rajasthan  
Ltd.  
(RIDCOR)**

701-706, 7th Floor, ARG Corporate Park, Gopalbari, Ajmer Road,  
Jaipur – 302001 (Rajasthan)  
Tel. (0141) 2747001/2, Fax : 0141 - 2747010  
E-Mail : [office@ridcor.in](mailto:office@ridcor.in)

**MAY, 2023**

## **Disclaimer**

This Terms of Reference/Bid Document for **“Consultancy services for Preparation of Structural Safety Audit Report for Structures on RIDCOR/RIPL roads in the State of Rajasthan”** Contains brief information about the scope of work and selection process for the Successful Bidder (or “Consultant”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their bid application (“the Application”).

While all efforts have been made to ensure the accuracy of information contained in this Bid Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the Bid Document.

RIDCOR, reserves the right to change any or all conditions/ information set in this Bid Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as it may deem fit without assigning any reason thereof.

RIDCOR reserves the right to accept or reject any or all applications without giving any reasons thereof. RIDCOR will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid applications to be submitted in terms of this Bid Document.

## **ONLINE BID INVITATION**

RIDCOR invites online post qualification competitive bid for “**Consultancy services for Preparation of Structural Safety Audit Report for Structures on RIDCOR/RIPL roads in the State of Rajasthan**” from eligible bidders. Bid shall only be submitted through online bidding system of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). The interested bidders shall have to be enrolled/registered with portal of ‘www.eproc.rajasthan.gov.in’ for participating in the bidding process.

The schedule of dates is as follows:-

S. No.	Schedule	Date	Time
1.	Document Download Start Date	09.05.2023	11.30 a.m.
2.	Bid Submission Start Date	09.05.2023	11.30 a.m.
3.	Bid Submission End Date	15.05.2023	06.00 p.m.
4.	Technical Bid Opening Date	16.05.2023	11.30 a.m.
5.	Financial Bid Opening Date	To be conveyed later	

Detail of Bid:

Sr. No.	Name of work	Bid Security (in Rs.)	Bid Fee
1	Consultancy services for Preparation of Structure Safety Audit Report for Structures on RIDCOR/RIPL roads in the State of Rajasthan	1.00 Lakh	Rs. 11,800/- (incl. GST) as bid fee (non-refundable) and Rs. 1,500/- as processing fee

**Note:** The bidders who participated in the bid vide NIT no. 47 dated 20/04/2023 and deposited the Bid fee, Processing fee and bid security to RIDCOR at that time, are not required to deposit the same for this bid as the earlier deposited bid fee, processing fee and bid security shall be accepted for this bid.

## **Terms & conditions of Bid**

**Bidders should read these conditions and the complete bid document for Technical part and financial part carefully and comply strictly while submitting their bids.**

1. Bid shall be submitted online only through [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)
2. Deleted
3. No physical/offline bid shall be accepted.
4. The Bid Security, Bid Fee and Processing Fee of RISL shall only be accepted through Electronic mode of payment like RTGS/NEFT/Inter Bank Transfer. The details of unit bank account for payment of Bid Security, Bid Fee and Processing Fee through Electronic mode of payment are as under :
  - a) Beneficiary Name : RIDCOR Ltd.
  - b) Account No. : 2164002100008369
  - c) Beneficiary Bank : Punjab National Bank
  - d) Beneficiary Branch : Large Corporate Branch, Tolstoy House, New Delhi-110001
  - e) Branch IFSC Code : PUNB0216400

**Note: The bidders who participated in the bid vide NIT no. 47 dated 20/04/2023 and deposited the Bid fee, Processing fee and bid security to RIDCOR at that time, are not required to deposit the same for this bid as the earlier deposited bid fee, processing fee and bid security shall be accepted for this bid.**

5. Bidder should specifically mention UTR No. (Unit Transaction Reference) in his bid.
6. The time period for completion of services is 6 months. Employer reserves the right to reduce the scope of work and the period of Contract by giving 30 days prior notice without any compensation or loss of profit etc. and the agency shall not be eligible to submit any claim for early termination of the contract.
7. Conditional bid and casual letters sent by the bidders about the bid will not be accepted.
8. Any representation on the procedure of bidding after opening of bids shall be ignored. Such parties may be debarred from bidding in future for a period of 1 year.
9. Bidders are requested to read the instructions in the Bid Document and visit the site before submitting the Bid online.
10. The procurement of above consultancy services shall be made on Quality cum Cost Based Selection (QCBS) procedure with 80-20% for technical and financial scores respectively.
11. Director/Manager (RIDCOR) reserves the right to finalize the bid in a fair and transparent manner in the best interest of the Company and such decision shall be final and binding on the bidders.

12. Director/Manager (RIDCOR) reserves the right to accept any bid and reject any or all bid/ bids without assigning any reason thereof.
13. The bidder shall not assign or sublet his bid or any part thereof to any other agency without prior written approval of Director/Manager or authorized representative of RIDCOR.
14. The bidder who is registered under the GST & having valid GST No., shall only be eligible to submit the bids. The GST number should be indicated and a copy attached with the bid submission.
15. The bidder shall indicate Permanent Account Number issued by the Income Tax Authority. The successful bidder has to submit KYC in the prescribed format appended herewith and shall submit required KYC documents before signing of the contract agreement.
16. The bidder has to quote the amount in Financial Proposal of the online bidding for this work.
17. **All the enclosed documents, Performa's, annexures, appendices, certificates etc. should be digitally signed by the bidder & must be submitted online at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)**
18. **Release of Bid security:**
  - (i) Bid security of the bidder except H1, H2 & H3 (QCBS procedure) shall be released immediately upon receipt of request by the bidder in original or through Email.
  - (ii) Bid security of the H2 & H3 bidder shall be released after execution of contract agreement by the H1 bidder or 30 days of issuance of Letter of Acceptance (LOA) to H1 bidder or bid validity period, whichever is earlier.

The bid security of the successful bidder shall be adjusted with performance security and the same shall be released upon successful completion of services.
19. **Forfeiture of Bid Security:** The Bid Security will be forfeited in the following cases:
  - (i) When bidder withdraws or modifies the offer after opening of technical bid of bid.
20. The bid security of the successful bidder shall be adjusted with performance security and the same shall be released upon successful completion of services.
21. Successful bidder will have to execute the contract agreement on requisite non-judicial stamp papers as per norms of GoR.
22. The bidders are advised to visit the Project Roads before quoting their rates for the work and fully satisfy themselves regarding the Condition of Site and availability of Water, Electricity and other resources. No additional payment shall be paid to the agency beyond work order rates. Any claim beyond accepted approved rates shall not be permissible.
23. Bids shall be valid for a period of 120 days from the date of opening of technical bid.
24. In the event of disagreement between RIDCOR and the approved Agency, the matter will be referred to the Director/Manager-RIDCOR, whose decision shall be final.

25. In case of any discrepancy whatsoever, the decision of the Director/Manager, RIDCOR shall be final. All the matters/disputes shall be resolved through conciliation. In case the issue is not resolved then arbitration shall be the next step. The bidder shall not file any case in any court before the final arbitration award/conciliation order is passed.
26. Any grievance related to bid may be resolved as per procedure adopted in Annexure-1. All legal proceedings, if any, arising out of this bid shall have to be filed within the specified timelines in courts with jurisdiction in Jaipur city only, in case the matter is not resolved by procedure mentioned at Annexure-1.
27. All taxes are inclusive in the rates except GST.
28. The agency debarred or black listed by MoRTH, NHAI, any department of Rajasthan State Govt. or any other States/Union Territories are not eligible to bid.

Director  
RIDCOR, Jaipur

**Annexure-1**

## **Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is Manager, RIDCOR Ltd., Rajasthan, Jaipur

The designation and address of the Second Appellate Authority is Director, RIDCOR Ltd., Rajasthan, Jaipur

### **Filing an appeal:**

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

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

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (1) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- (2) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

### **(3) 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 Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

**(4) Form of Appeal**

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

**(5) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred plus GST and for second appeal shall be rupees ten thousand plus GST, 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 RIDCOR Ltd., Jaipur.

**(6) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,- (i) hear all the parties to appeal present before him; and (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of 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.

Signature of Bidder



## **CERTIFICATE**

I/We have carefully read, understood and accepted all the above terms & conditions. No additional conditions will be imposed by us. No conditions of the bid have been altered/changed.

Date:

Signature of the Bidder (S)  
along with the stamp of the firm/company.  
Also address of the Local office with phone/Fax numbers

**BID FORM**

**Subject: Consultancy services for Preparation of Structural Safety Audit Report for Structures on RIDCOR/RIPL roads in the State of Rajasthan**

1. Name and full postal address of the firm submitting the bid:

.....  
.....

Agency's Name: .....

Designation of the person signing the contract .....

Tel. No. .... Fax ..... E-Mail .....

Mobile No. ....

PAN No. of firm..... GST Reg. No. ....

2. Reference of the Bid Notice: - .....

3. Address to: - Director, RIDCOR

**4. Last Date for submitting online bid through www.eproc.rajasthan.gov.in:  
15.05.2023 (6:00 P.M.)**

5. We agree to abide by all the terms and conditions mentioned in the above referred bid notice, issued by RIDCOR, and also the terms and conditions of the said Bid document (for Technical and Financial Part) given in the attached sheets, all pages of which are signed by us in token of acceptance of the Terms and Conditions mentioned therein.

6. All the information required for Technical part as per the bid document with regard to eligibility, are also attached herewith. We are neither debarred from any department nor convicted by any regulatory agency in any criminal case.

7. The financial bids of only those bidders will be opened who are found responsive and technically eligible in evaluation of technical bids.

**The Financial part of the bid is to be submitted online in the BOQ specified on www.eproc.rajasthan.gov.in, which shall be opened after evaluation of technical bid that shall be opened on 16.05.2023. Date of opening of financial bid shall be notified at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)**

Date:

**Signature of the Bid(s)  
along with the stamp of the firm/company**

## Index

<b>Section I: General Information .....</b>	
<b>I.I: Background.....</b>	
<b>I.II: Salient Information.....</b>	
<b>I.III: Scope of Work .....</b>	
A. Method of Work	
B. Data Provided by RIDCOR/RIPL to Consultant	
C. Data Collection	
D. Submission of Reports	
E. Duration of Assignment	
F. Submittals	
G. Payment Terms	
Annexure – A	
Annexure – B	
Annexure – C	
Annexure – D	
<b>Section II: Instructions to Bidders .....</b>	
<b>A. General Conditions .....</b>	
1. Eligibility Criteria	
2. Proposal preparation cost	
3. Right to accept and reject any or all the proposals	
4. Amendment of Bid Document	
5. Data Identification and Collection	
<b>B. Preparation and Submission of Proposals (Bids)</b>	
6. Language and currency	
7. Proposal validity period, extension, Bid Security and Security Deposit	
8. Format and Signing of Proposal/Bids	
9. Proposal due date	
10. Modifications/Substitution/Withdrawal of Proposals	
11. Selection of the bidder	

**C. Bid opening.....**

12. Opening of Proposals
13. Confidentiality
14. Clarification sought by RIDCOR
15. Negotiations
16. Notifications
17. Acknowledgement of LOA and Execution of Contract
18. Ownership
19. Notices
20. Miscellaneous
21. Coming into Force
22. Force Majeure
23. Address and Communication

**Section III: Technical Evaluation Criteria .....**

24. Proposal Evaluation
25. Technical Evaluation Criteria and Procedure

**Section IV: Proformas for Submission .....**

- Form – T1
- Form – T2
- Form – T3
- Form – T4
- Form – T5
- Form – T6
- Appendix A1
- Appendix A2
- Appendix A3
- Appendix A4(i)
- Appendix A4(ii)
- Appendix A4(iii)
- Appendix A5
- Appendix A6

Appendix A7

Appendix A8

Appendix A9

Appendix B-1

Appendix B-2

Appendix B-3

Appendix B-4

Appendix B-5

Appendix B-6

Appendix C

**Section V: Form of Contract Agreement for Consultancy Services .....**

**Section VI: General Condition of Contract.....**

1. General Provisions
2. Commencement, Completion, Modification and Termination of Contract
3. Obligation of the Consultant
4. Consultants Personnel and Sub-Consultants
5. Obligations of the Client
6. Payments to the Consultants
7. Fairness and Good faith
8. Settlement of Disputes

Annexure – E

Annexure – F

Annexure – G

Annexure – H

## SECTION I: GENERAL INFORMATION

### I.I Background

Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR) is a 50:50 Joint Venture company of Government of Rajasthan (GoR) and Infrastructure Leasing & Financial Services Ltd. (IL&FS) incorporated under the Indian Companies Act, 1956 and has its registered office at 701-706, 7<sup>th</sup> Floor, ARG Corporate Park, Gopalbari, Ajmer Road, Jaipur-302001, Rajasthan. GoR, IL&FS and RIDCOR signed a Partnership and Development Agreement (PDA) on August 7, 2005 granting concession to RIDCOR to develop, design, engineer, finances, construct, own, operate and maintain the Project facility. Government of Rajasthan has further extended the PDA by issuing amendments to it.

In this regard, RIDCOR/RIPL proposes to appoint a Consultant for Preparation of Structural Safety Audit Report for Structures on RIDCOR roads (List attached as Annexure - A). With this background, RIDCOR now invites interested bidders to submit their technical and financial proposals as per provisions of this Bid Document.

### I.II Salient Information

Proposals are invited from consultancy firms in accordance with the bid document attached here with. A firm will be selected under Quality cum Cost Based Selection (QCBS) procedures.

After evaluation of technical bids, the financial bids of the responsive bidders only will be opened on a subsequent date which will be notified to the responsive bidders by email/facsimile or through website of GoR e-portal. RIDCOR reserves full right to change the project scope and/or terminate the bid process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

### I.III Scope of Works

The Consultant shall provide Structure Safety Audit Report of all Structures incl. approaches, retaining structures etc. after inspecting Site and conducting various NDT (if required as per site requirements) in line with applicable codal provisions and MORTH guidelines. It also includes diagnostics for the defects/deficiencies observed/established through site inspection and NDTs on each structure, recommendations for requisite corrective measures with detailed estimated cost and preparation of bid document including BOQ for structures observed under distress during site inspection so as to ascertain its sustainability in the residual design life for the design axle loads.

#### A. Method of Work

- (i) Review of Available Documents, Drawings & Data
- (ii) Detailed visual inspection of the structure incl. approaches & retaining wall / return wall of structure and mapping of distress. Visual inspection involve thorough inspection of super structure, expansion joint, footpath, parapet wall/ railing, bearings, pier & abutment heads, return wall / retaining wall of structure

approaches. The bottom of superstructure shall be inspected thoroughly. Distress mapping shall be done based on Visual Inspection/through levels.

- (iii) Conducting Non-Destructive Testing of Structures as per details provided at Annexure-D. (with prior approval of Employer for frequency of tests with location at each structure)
  - a. Rebound Hammer Test
  - b. UPV Test
  - c. Cover Test
  - d. Carbonation Test
- (iv) Recommendations related to effective and sustainable remedial measures with repair/rehabilitation techniques, wherever required in accordance to findings of visual inspection/condition survey/NDT etc.
- (v) Preparation of detailed estimate for the above recommended repair/rehabilitation measures for the bridge/structure along with the draft bid document for inviting bids to carry out the same.

The work shall be executed to the highest standards using state of art technologies. The consultant shall ensure that the entire bridge is inspected and data collected as per Annexure B & C.

#### **B. Data Provided by RIDCOR/RIPL to Consultant**

- (i) Bore Log/ Geotechnical Investigation Report wherever available with RIDCOR/RIPL
- (ii) Plan and Profile Drawings
- (iii) As built drawings Designs and Drawings of wherever available with RIDCOR/RIPL

#### **C. Data Collection**

- (i) The bridge condition data is to be collected visually utilizing Mobile Bridge Inspection Unit/telescopic tower ladder/similar equipments if required as per actual site requirements. Formats for collection of bridge condition data are enclosed at **Annexure-B**. Bridge inventory data is to be collected utilizing Mobile Bridge Inspection Unit/ telescopic tower ladder /similar equipments if required. Format for collection of bridge inventory data are enclosed at **Annexure-C**. Bridge Inventory and Condition data shall be collected for the structures (**Annexure – A**) situated on RIDCOR/RIPL road network as per directions of the Employer.
- (ii) A team of 2 personnel (Team Leader cum Senior Bridge Engineer with the Assistant Engineer) shall travel at actual bridge site with the MBIU/ telescopic tower ladder/similar equipments if required as per actual site requirements for

collection of bridge condition and bridge inventory data. Agency shall inform to concern Project Manager of site before commencement of the work.

- (iii) During the Inspection, if any bridge/structure requires to be repaired/rehabilitated, the consultant shall suggest effective and sustainable remedial measures with repair/rehabilitation techniques. The consultant will also prepare a detailed estimate for the above recommended repair/rehabilitation measures for the bridge/structure along with the draft bid document for inviting bids to carryout the same. This will be submitted to the Employer within 30 days of Inspection.
- (iv) The authorized representative of the consultant shall provide a notarized undertaking that the Condition Survey Report submitted by the consultant is as per actual and any deviation in report from actual condition of the bridge will be the sole responsibility of the consultant. Further, the consultant should also undertake that any deviation from actual condition viz a viz reported condition shall invite action against the consultant as deemed fit by the RIDCOR/RIPL.
- (v) The report shall also provide the detailed report on safety of the bearings of bridge.

#### **D. Submission of Reports**

- (i) Consultant shall submit condition survey report, bridge/structure inventory data report, design and recommendations for requisite repairs/rehabilitation (if required in consultation with prior concurrence of the Authority) with detailed estimates, rate analysis of items, BOQ and proposed bid document for execution, maximum safe load carrying capacity (GVW) of the structure/bridge for movement of commercial traffic.
- (ii) Digital Photographs with date stamp and geographic coordinates, clearly showing the condition of the bridge shall be submitted along with each report.
- (iii) Only Employer and the authorized representative will have the authority to see, print & study the reports.
- (iv) Any modifications in the desired report shall be carried out by the consultant after written instructions from the Employer.
- (v) The consultant will be highlighting the critical issue requiring immediate/urgent attention/action to the employer in his reports. If required consultant should intimate the rehabilitation requirement separately.
- (vi) The Structure Safety Audit Report of any additional structure not mentioned in *Annexure 'A'* shall be considered as change of scope and shall be paid separately at mutually agreed rates.



- (vii) Consultant shall be responsible to carry out any modifications and corrections in their report based on the comments received from RIDCOR/RIPL. The same shall be considered as part of the original work and no additional payment shall be made for the same.
- (viii) Consultant shall also be responsible for the accuracy and correctness of their Proposal. Any modification or revision in Report / any Design and Drawings due to the incorrect works shall be made by the Consultant at their own cost.
- (ix) Consultant is not paid separately for any Site visits for preparation of Structure Safety Audit Report, visit to any Office of RIDCOR/RIPL/Field offices/PWD etc. which may be required during this Consulting Service.

#### **E. Duration of Assignment**

- (i) The Consultant shall submit preliminary visual inspection report along with result of Rebound Hammer Test & Ultrasonic Pulse Velocity and other NDTs within 12 weeks from the date of Commencement.
- (ii) The Consultant shall provide Preliminary Structure Safety Audit Report within 4 months from the Date of Commencement.
- (iii) Final Report shall be provided within 15 days from the date of receipt of observations on Preliminary report from RIDCOR/RIPL.
- (iv) Duration of completion of assignment shall be 6 months from the date of commencement.

#### **F. Submittals**

- (i) Preliminary visual inspection report along with result of Rebound Hammer Test & Ultrasonic Pulse Velocity & other NDTs at Structure location in soft copy.
- (ii) The Consultant shall prepare & submit Structure Safety Audit Report based on visual inspection, review of records and NDT etc.
- (iii) The Consultant, based on visual inspection with NDT, will finalize those structures which require strengthening measures and firm-up cost effective repair/rehabilitation designs and drawings along with implementation methodology based on the State of the Art Technology.
- (iv) The Consultant shall also provide structure wise estimate for implementation of measures proposed by them for improving stability / durability of the structures in para (iii) above.

- (v) Preliminary Structure Safety Audit Report Incl. Strengthening Proposal, BOQ & Cost Estimate shall be provided in soft copy as well as 3 sets in hard copy in A4 size papers whereas drawings are provided in A3/A2 size drawing sheets.
- (vi) Final Report incl. Strengthening Proposal (only for those structures which are found distressed), BOQ & Cost Estimate shall be provided in soft copy in Pen Drive (2 Sets) & through mail as well as 3 sets in hard copy in A4 size papers whereas drawings are provided in A3/A2 size drawing sheets.

**G. Payment Terms:**

- (i) The payment shall be made in Indian Rupees only.
- (ii) Fee of individual structure shall be released in accordance to the approved financial quote for each of the items actually executed based on field conditions in consultation with RIDCOR/RIPL authorities, subject to its acceptance as per standard technical practices. Based on findings of visual inspection and NDTs, the Structural Safety Audit Report of each structure will be prepared by the Structural Consultant and submitted to the authority for eligibility of payment as per approved financial quote. However, strengthening proposal including its estimated cost with BOQ and Bid Document will be prepared by the Structural Consultant only for those structures which require such measures based on Structural Safety Audit Report, with prior approval from the Authority. Its payment shall be regulated as under:

Against Design and Drawings related with Structural Safety Audit Report of individual structure, its approval from RIDCOR/RIPL/IE/IIT or similar institution of repute and submission of GFC drawings as per following schedule:

<b>Sr. No.</b>	<b>Description of Milestone Activity</b>	<b>% Payment of approved rate as per financial proposal</b>
1	On Submission of Strengthening Proposal with Estimated Cost	25%
2	On Submission of Final Structural Safety Audit Report with Strengthening Proposal and Estimated Cost & BOQ after approval from RIDCOR/RIPL/IE/IIT or similar institution of repute	25%
3	On Submission of Detailed Design & Drawings for the proposed strengthening work including	30%

<b>Sr. No.</b>	<b>Description of Milestone Activity</b>	<b>% Payment of approved rate as per financial proposal</b>
	Bid Document, acceptable to the Authority, for the identified works at Sr. No. 2 above	
4	Final acceptance of the Authority for the documents submitted by the Structural Consultant related to Strengthening proposal with detailed drawings, estimates, rate analysis, bid document etc.	20%

- (iii) In the event, if any completed or part of work being postponed, cancelled, or abandoned the payment for the services rendered shall be paid to the Consultant based on the actual work done till such event occur and Consultant has been advised to stop the work for the same.
- (iv) Necessary TDS and other statutory deduction shall be made at source based on the prevalent rules & regulations. TDS certificate for the deduction shall be provided by RIDCOR/RIPL.

**Annexure - A**

**Details of structures on RIDCOR stretches**

S. No.	Package Name	Package ID	Project length Km	ROB	Major Bridge	Minor Bridge
<b>Phase I</b>						
1	Phalodi to Ramji Ki Gol	PR	292 Km	1	2	-
2	Hanumangarh to Kishangarh	HK	407 Km	3	4	8
3	Alwar to Sikandra	AS	81 Km	4	2	3
4	Lalsot to Kota	LJ-1	195 Km	2	4	13
5	Baran to Jhalawar	LJ-2	78 Km	-	3	2
<b>Total Phase I</b>				<b>10</b>	<b>15</b>	<b>26</b>
<b>Phase II</b>						
1	Alwar to Bhiwadi (Four lane)	AS	85Km	1	1	8
2	Arjunsar to Pallu	AP	38 Km	-	-	-
3	Jhalawar to Jhalawar Road	JJ	30 Km	-	2	4
4	Hanumangarh to Sangaria	HS	22 Km	-	-	-
5	Jhalawar to Ujjain	JU	31 Km	-	1	2
6	Khushkhera to Kasola Chowk	KK	8.5 Km	-	-	1
<b>Total Phase II</b>				<b>1</b>	<b>4</b>	<b>15</b>
<b>Phase III</b>						
1	Gangapur to Bhadoti	GB	42 Km	-	-	2
2	Mathura to Bharatpur	MB	23 Km	2	-	4
3	Rawatsar-Nohar-Bhadra	RNB	117 Km	-	-	-
<b>Total Phase III</b>				<b>2</b>	<b>0</b>	<b>6</b>
<b>Total all Phases</b>				<b>13</b>	<b>19</b>	<b>47</b>

**Annexure-B**

**PROFORMA FOR CONDITION SURVEY OF BRIDGES**

1	SH No.	
2	Location of Bridge in Km	
3	Name of River/Water Body/Bridge	
4	Year of completion of bridge	
5	Type of bridge (RCC/PSC, slab, timer, steel)	
6	Total length of bridge in 'm' with span	
7	Width of carriageway and footpaths	
8	Weather located in back waters/chemical zone?	
	<b>Condition of the various bridge components:</b>	
<b>9</b>	<b>Name of components</b>	<b>Condition</b>
9.1	Condition of pavement surface	Check unevenness settlement, cracking, potholes etc.
9.2	Side slopes	Erosion embankment, damage to pitching etc.
9.3	Approach slab	Check, settlement, cracks, movement etc.
9.4	Retaining walls	Check subsidence, tilting, weepholes etc.
<b>10</b>	<b>Protection Works:</b>	
10.1	Slope pitching, apron, floor protection, toe walls	Nature of damage, if any, etc.
10.2	Scour in river bed	Check any abnormal scour noticed
<b>11</b>	<b>Waterway:</b>	
11.1	Obstruction in waterways, island formation, Vegetation growth etc.	Presence and its impact on flow
11.2	Flow pattern and banks	Meandering inflow and erosion of banks
<b>12</b>	<b>Foundation:</b>	
12.1	Type	CC/RCC/Masonry/Well/Pile
12.2	Material	CC/Masonry/Timber
12.3	Condition of foundation	Settlement, Scour, Tilting
12.4	Piers/Abutments	Settlement, Scour Tilting
		Cracking, Disintegration, Decay, Spelling, Rusting, Exposed reinforcement
<b>13</b>	<b>Substructure</b>	
13.1	Type	Well (solid/hollow), Circular/Oval
13.2	Condition	Cavitation, honeycombing, spalling, rusting, strains
<b>14</b>	<b>Bearing:</b>	
14.1	Type	(Sliding plae/ Rocker roller/ Elastomeric/Paper/Concrete etc.)
14.2	Condition	Movement/sliding
		Loss of shape, rusting, cleanliness, greasing, etc.
<b>15</b>	<b>Superstructure:</b>	
15.1	Structural System	Simply supported/continuous/ Continuous overhand/ balance cantilever
15.2	Type	(RCC/PSC/Steel/Timer/Masonry etc.)
15.3	Arrangement	T-beam, slab/box - girer

15.4	Condition (girder)	
15.5	Condition (Deck)	
		Cracking/Spalling/Scaling/Exposed reinforcement/ leakage/ vibration/ exposed reinforcement
15.6	In case of steel bridges	Corrosion/painting/loose river joints
15.7	In case of masonry bridges	Pointing/joints mortar and bulging of spandrel
<b>16</b>	<b>Expansion joint:</b>	
16.1	Type	
16.2	Condition	
<b>17</b>	<b>Wearing coat:</b>	
17.1	Type	(Concrete/Bituminous)
17.2	Surface condition	Cracks/potholes/riding quality
17.3	Drainage spouts	Clogging and damage if any
<b>18</b>	<b>Parapet/railing/crash barrier :</b>	
18.1	Type	
18.2	Damage/missing parts if any	
<b>19</b>	<b>Footpaths:</b>	
19.1	Type	Water/Sewer/Electrical/Telephone
19.2	Leakage/damage if any	
<b>20</b>	<b>Special observation/remarks if any</b>	

**Annexure-C**

**INVENTORY OF BRIDGES ON STATE MEGA HIGHWAYS**

**(A) IDENTIFICATION**

1	SH No.	
2	District	
3	Section	
4	Location	
5	Structure no.	
6	Latitude	
7	Longitude	
8	Features Intersected	
9	Facility Carried by Structure	
10	Popular/Official Name	
11	Nearest City/Town	
12	Custodian	
13	Year of Construction	
14	High Level or Submersible	
15	Overall Length of Bridge	
16	No. of Lanes	
17	Load Rating	
18	Average Daily Traffic (ADT)	
19	Year of ADT	
20	Detour Length	
21	Documentation	
22	Year of Inventory	

**(B) STRUCTURE DATA**

23	Design Discharge in Cumecs	
24	Design IIFL	
24(a)	LWL/GL	
25	Design Scour Level at Pier	
26	Design Scour Level at Abutment	
27	Founding Strata	
28	Whether the Bridge is in Grade	
29	Road Level	
30	Road Width	
31	Overall Deck Width	
32	Approach Roadway Width Including Shoulder	
33	Height of Approach Embankment	
34	Average Skew	
35	Whether Navigable	
36	Vertical Clearance	
37	Horizontal Clearance	

**(B) (1) MAIN SPANS**

38	Total Number of Spans	
39	Span Arrangement	
40	Superstructure Type	
41	Pier Type	
42	Abutment Type	

43	Pier Foundation Type	
44	Maximum Depth of Pier Foundation	
45	Abutment Foundation Type	
46	Maximum Depth of Abutment Foundation	
47	Type of Bearings	
48	Wearing Coat Type	
49	Expansion Joints Type	
50	Railing Type	

**(B) (2) APPROACH SPANS**

51	Total Number of Spans	
52	Span Arrangement	
53	Superstructure Type	
54	Pier Type	
55	Abutment Type	
56	Pier Foundation Type	
57	Depth of Pier Foundation	
58	Abutment Foundation Type	
59	Depth of Abutment Foundation	
60	Type of Bearings	
61	Wearing Coat Type	
62	Expansion Joints Type	
63	Railing Type	

**(B) (3) GENERAL**

64	Corrosion Protection Measures	
65	Bank Protection & Type	
66	Floor Protection & Type	

**(C) HISTORY**

67	Suspension of Traffic	
68	Erosion of Banks	
69	Scour Around Guide Bunds	
70	Abnormal Scour Level Around Piers	
71	Abnormal Scour Level Around Abutments	
72	Abnormal Flood Level	
73	Distress and Repair in Foundation	
74	Distress and Repair Guide Bunds	
75	Distress and Repair in Substructure including Bearings	
76	Distress and Repair in Superstructure	
77	Any other Observations	



**Annexure – D**

S. No.	Particular	Unit	PR	HK	AS	LJ-1	LJ-2	AB	AP	JJ	HS	JU	KK	GB	MB	RNB	Total
<b>Part - I:</b>	<b>Preparation of Structural Safety Audit Report with visual inspection &amp; NDTs</b>																
<b>A</b>	<b>ROB (13 Nos)</b>																
1	Visual Inspection of Structure	Per Lm	50	150	200	100	-	50	-	-	-	-	-	-	100	-	650
2	Visual Inspection of Approaches	Per Lm	360	1080	1440	720	-	360	-	-	-	-	-	-	720	-	4680
2	Rebound Hammer Test (3 No./Span)	No.	3	15	18	6	-	4	-	-	-	-	-	-	8	-	54
3	Ultra-sonic Pulse Velocity Test (3 No./Span)	No.	3	15	18	6	-	4	-	-	-	-	-	-	8	-	54
4	Cover Test (3 No./Span)	No.	3	15	18	6	-	4	-	-	-	-	-	-	8	-	54
5	Carbonation Test (3 No./Span)	No.	3	15	18	6	-	4	-	-	-	-	-	-	8	-	54
	<b>Sub Total</b>																
<b>B</b>	<b>Major Bridge (19 Nos)</b>																
1	Visual Inspection of Structure	Per Lm	327	221	338	1059	543	273	-	438	-	104	-	-	-	-	3303
2	Rebound Hammer Test (3 No./Span)	No.	234	132	108	126	102	84	-	43	-	51	-	-	-	-	880
3	Ultra-sonic Pulse Velocity Test	No.	234	132	108	126	102	84	-	43	-	51	-	-	-	-	880
4	Cover Test	No.	234	132	108	126	102	84	-	43	-	51	-	-	-	-	880
5	Carbonation Test	No.	234	132	108	126	102	84	-	43	-	51	-	-	-	-	880
	<b>Sub Total</b>																
<b>C</b>	<b>Minor Bridge (47 Nos)</b>																
1	Visual Inspection of Structure	No.	-	8	3	13	2	8	-	4	-	2	1	2	4	-	47
2	Rebound Hammer Test (3 No./Span)	No.	-	66	33	87	12	108	-	45	-	66	36	12	24	-	489
3	Ultra-sonic Pulse Velocity Test	No.	-	66	33	87	12	108	-	45	-	66	36	12	24	-	489
4	Cover Test	No.	-	66	33	87	12	108	-	45	-	66	36	12	24	-	489
5	Carbonation Test	No.	-	66	33	87	12	108	-	45	-	66	36	12	24	-	489
	<b>Sub Total</b>																
<b>D</b>	<b>Preparation of Report</b>																
1	Strutural Safety Audit Report including all tests																
a	ROB's	No.	1	3	4	2	-	1	-	-	-	-	-	-	2	-	13
b	Major Bridge	No.	2	4	2	4	3	1	-	2	-	1	-	-	-	-	19
c	Minor Bridge	No.	-	8	3	13	2	8	-	4	-	2	1	2	4	-	47

**Note:**

- 1 Location shall be finalized later based on Data of Visual Inspection & NDT Test Result
- 2 Number of test will be Increase or decrease based on Site Inspection

## SECTION-II: INSTRUCTIONS TO BIDDERS

### A. General Conditions

#### 1. Eligibility Criteria

- 1.1 A consultant is allowed to submit only one bid for the assignment. A consultant is allowed to submit only one bid for a assignment. Alternative proposals i.e. one as sole or in JV with other consultant and another in JV with any other consultant for the same assignment will be summarily rejected. In such cases, all the involved proposals shall be rejected.
- 1.2 Bidders that meet all of the following criteria need only apply.
- a) Average annual turnover in any one of the last 3 years (2020-21, 2021-22, 2022-23) of the firm from consultancy business should be equal to or more than Rs. 5,00,00,000/- (Rs. Five Crore Only). Annual Turnover should be duly certified by statutory body like Chartered Accountant who is competent to do so as recognized by the State concerned. The CA Certificate should have UDIN number.
  - b) The bidder solely or as lead partner of JV must have successfully collected bridge data related to condition survey and/or inventorization of bridges separately or as part of preparation of feasibility/detailed project reports for at least 2 projects during the last 5 years. The bidder shall furnish contact particulars of the relevant Officers of these agencies to enable EMPLOYER to verify the claim of the bidder. The bidder should also furnish the following:
    - Successful completion certificate mentioning start and end date of the work duly signed by the client organization's project in-charge / any equivalent officer / the authorized signatory.
    - Copies of work orders / contracts from the client stating the project title, project value and the brief scope of the project.
  - c) The Bidder will produce documentary evidence to have designed requisite sustainable repairs/rehabilitation measures with bid documents for implementing the same based on bridge data collected by it for atleast 2 project during last 5 years and successfully completed. Certification from relevant officers of concerned agencies with their contract particulars is mandatorily to be furnished to enable Employer to verify the claim of the bidder.
  - d) The consultant must be empanelled with MORTH in the relevant category.
- 1.3 Each bidder should further demonstrate availability of key personnel with adequate experience as required; as per clause 25.3(Section-III Technical Evaluation Criteria). If a bidder comes successful bidder, both the team key personals will be called for the interview. The LOA will be issued only after getting satisfied with the key personals.

- 1.4 Bids submitted by a Joint Venture or Consortium shall meet the following:
- a) The Registered JV Agreement should legally bind on all partners/members.
  - b) Consortium or Joint venture allowed (maximum 2 partners). One of the members/partners shall be nominated by the JV/Consortium as being incharge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of each member/partner.
  - c) The partner in-charge shall be authorized to incur liabilities and receive instructions for an on behalf of any and all partners of the Joint Venture/ Consortium during the entire execution of the Contract.
  - d) All partners of the Joint Venture/Consortium shall be liable jointly and severally for the execution of the contract in accordance with the Contract terms, and a statement to this effect shall be included in the Agreement (in case of successful bidder).
  - e) The joint-venture/consortium agreement shall indicate precisely the responsibility of all members in respect of planning, design construction equipment, key personnel, work execution and financing of the project. All the members should have active participation during the currency of the contract. This shall not be varied/ modified subsequently without prior approval of the Employer.
  - f) Copy of the agreement entered into by the partners shall be submitted with the Bid.
  - g) In case of a joint venture the minor partner must have executed at least one project in the relevant field. Manufacturer or authorized supplier of MBIU or similar bridge inspection unit can also be a minor partner. In that case atleast the lead partner must have executed two projects in the relevant field.
  - h) For calculation of annual average turnover, annual turnover of each partner in proportion to their JV participation will be evaluated. However, each partner should have minimum average turnover of Rs. 1 crore in the last three financial years (2020-21, 2021-22, 2022-23).

## **2. Proposal preparation cost**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of the proposal. RIDCOR will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- 2.2 All papers submitted with the bid are neither returnable nor claimable.

## **3. Right to accept and reject any or all the Proposals**

- 3.1 Notwithstanding anything contained in this Bid Document, RIDCOR reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 3.2 RIDCOR reserves the right to reject any Proposal if:
- 3.2.1 At any time, a material misrepresentation is made or discovered, or

3.2.2. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal

3.3 Rejection of the Proposal by RIDCOR as aforesaid would lead to the disqualification of the Bidder. If such disqualification/ rejection occur after the bids have been opened and the best bidder gets disqualified/ rejected, then RIDCOR reserves the right to:

3.3.1. Either invite the next best Bidder to match the Proposal submitted by the best Bidder; or

3.3.2. Take any such measure as may be deemed fit in the sole discretion of RIDCOR, including annulment of the bidding process.

#### **4. Amendment of Bid Document**

4.1 At any time prior to the Proposal Due Date, RIDCOR, for any reason, whether at his own initiative or in response to a clarification requested by eligible Bidder, may modify the Bid Document by issuance of an addendum on the website ‘www.eproc.rajasthan.gov.in’

4.2 In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, RIDCOR may, at its own discretion, extend the Proposal (Bid) Due Date by notifying it on the website ‘www.eproc.rajasthan.gov.in’

#### **5. Data Identification and collection**

5.1 It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.

5.2 It would be deemed that by submitting the Proposal, the Bidder has:

5.2.1. Made a complete and careful examination and accepted the Bid Document in total;

5.2.2. Received all relevant information requested from RIDCOR and:

5.2.3. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:

5.2.3.1. Site

5.2.3.2. Type of project

5.2.3.3. Existing data or any relevant information;

5.2.3.4. All other matters that might affect the Bidder's performance under the terms of this Bid Document.

5.3 RIDCOR shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

## **B. Preparation and Submission of Proposals (Bids)**

### **6. Language and currency**

6.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

6.2 The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

### **7. Proposal validity period, extension, Bid Security and Security Deposit**

7.1 Proposals shall remain valid for a period of 120 days from the Proposal Due Date ("Proposal Validity Period") and RIDCOR may solicit the Bidder's consent for extension of the period of validity, if required. RIDCOR reserves the right to reject any Proposal, which does not meet this requirement.

7.2 In exceptional circumstances, prior to expiry of the original bid validity period, RIDCOR may request Bidders to extend the bid validity period for specified additional period. Bidders, who may not extend the bid validity period, will deem to have withdrawn their bid at the expiry of bid validity period and their bid security shall be returned.

#### **7.3 Bid Security:**

The bidder shall furnish as a part of bid, a bid security for an amount of Rs. 1,00,000/- (Rupees One lakh only) for this assignment. The bid security shall be accepted through RTGS/NEFT/Inter Bank Transfer only in the designated bank account of RIDCOR.

**Note: The bidders who participated in the bid vide NIT no. 47 dated 20/04/2023 and deposited the bid security to RIDCOR at that time, are not required to deposit the bid security for this bid as the earlier deposited bid security shall be accepted for this bid.**

7.4 Bid security of the bidder except H1, H2 & H3 (QCBS procedure) shall be released immediately upon receipt of request by the bidder in original or through email. Bid security of the H2 & H3 bidder shall be released after execution of contract agreement by the H1 bidder or 30 days of issuance of Letter of Acceptance (LOA) to H1 bidder or bid validity period, whichever is earlier. Bid security of the H1 bidder shall be released after receipt of performance security from the successful bidder in accordance to Clause 8.6.

7.5 Performance Security: The successful consulting firm shall have to submit a Bank Guarantee (BG)/FDR/DD/RTGS for an amount of Rs. 3,00,000/- within 7 days of issue of LOA. The BG shall be valid for a period of 9 months i.e. upto 3 months beyond the expiry of the Contract of 6 months. The BG shall be in the format specified in **Appendix I** and furnished from a Nationalized Bank, IDBI/ICICI/HDFC/ AU Small Finance / Any Scheduled Commercial Bank approved by RBI having a net-worth of not less than Rs. 500 Crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net-worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. The BG has to be extended proportionately if the period of completion of services is extended by the Employer on valid grounds.

## **8. Format and Signing of Proposals/ Bids**

- 8.1 The Bidder needs to submit their technical and financial proposals on GoR e-portal **website** 'www.eproc.rajasthan.gov.in'.
- 8.2 Bidders shall provide all the information as per the Bid Document and in the specified formats. RIDCOR reserves the right to reject any bid that is not in the specified formats.
- 8.3 The Total fee quoted should include all charges like duties, levies, out of pocket **expenses**, procurement cost, professional fee, boarding lodging cost, traveling cost, vetting charges etc. GST shall be paid extra.
- 8.4 Total fee quoted shall remain valid for the whole contract period from the date of opening the financial proposal.

## **9. Proposal due date**

RIDCOR, at its sole discretion, may extend the bid due date by issuing an Addendum on the website 'www.eproc.rajasthan.gov.in'

## **10. Modifications/ Substitution/ Withdrawal of Proposals**

The Bidder will not be allowed to modify, substitute or withdraw its Proposal once submitted on website 'www.eproc.rajasthan.gov.in'.

## **11. Selection of the bidder**

From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact RIDCOR, on any matter related to its proposal it should do so in writing. Any effort by the Bidder to influence any officer or bearer of the RIDCOR in the proposal evaluation or contract award decisions may result in the rejection of the Bidder's proposal.

## **C. Bid opening**

### **12. Opening of Proposals**

- 12.1 RIDCOR would open the Proposals on the Due Date for the purpose of evaluation.
- 12.2 RIDCOR would subsequently examine Proposals in accordance with the criteria set out in this Document.

### **13. Confidentiality**

- 13.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process.
- 13.2 After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to the Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.

### **14. Clarifications Sought by RIDCOR**

- 14.1 To assist in the process of evaluation of Proposals, RIDCOR may, at its sole discretion, ask any Bidder for clarification on its bid. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

### **15. Negotiations**

- 15.1 Negotiations may be held at the date, time and address intimated to the technically qualified and the Successful Bidders. Representatives conducting negotiations on behalf of the Successful Bidder must have written authority to negotiate and conclude a contract.

### **16. Notifications**

- 16.1 RIDCOR will notify the Successful Bidder by a Letter of Acceptance (LOA) that its bid has been accepted.

### **17. Acknowledgement of LOA and Execution of Contract**

- 17.1 Within one (1) week from the date of issue of the Letter of Acceptance (LOA), the Successful Bidder shall acknowledge the LOA and return the same, duly accepted, to RIDCOR. The Successful Bidder shall execute the Contract within two (2) weeks of the issue of LOA.

- 17.2 RIDCOR will promptly notify all the other bidders that their bids have been unsuccessful.
- 17.3 Failure of the Successful Bidder to comply with the requirement of acknowledgement of LOA shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the bid security. In such an event, RIDCOR reserves the right to:
- a) Either invite the next best Bidder for negotiations, or
  - b) Take any such measure as may be deemed fit in the sole discretion of RIDCOR, including annulment of the bidding process.
- 17.4 Before the contract is awarded to the Bidder, an agreement (to be given later) will have to be signed by the Successful Bidder on requisite non-judicial stamp papers as per norms of GoR at his own cost.

## **18. Ownership**

- 18.1 All rights of data and document generated as part of this project will vest with RIDCOR.

## **19. Notices**

- 19.1 Any notice to be served under this contract shall be deemed to be validly served if sent by registered post, speed post or fax to the Consultant's registered office herein before mentioned or in respect of the Employer, to the Manager, RIDCOR as the case may be. Any notice so posted shall be prima-facie proof of serving at the expiration of the time within which in the normal course of posting, would have reached the address to which it was sent.

## **20. Miscellaneous**

- 20.1 The contract or any interest there under shall not be assignable to any third party by the consultant unless such assignment is mutually agreed to in writing by both the Employer and the consultant.
- 20.2 No modification to the Contract document shall be binding unless it is in writing and signed by both the parties to the Contract.
- 20.3 The terms and conditions in the Bidding document and the bids submitted and accepted constitute the entire Contract Agreement between the parties. Signed contract agreement shall supersede previous communications, representations or agreements either oral or written between the parties with respect to the subject matter of the Contract Agreement and no agreement or understanding varying or extending the Contract Agreement shall be binding. on either the Employer or the Consultant. Contract shall have to be executed in writing and signed by duly authorized officers or representatives of both the parties.



- 20.4 All the provisions of the contract agreement shall be harmoniously constructed. In case of variation between certain points in the Tender document and the attached specifications/ requirements for the inspection and acceptance of the system, the provision contained in Contract Agreement shall have an overriding effect.
- 20.5 The contract shall be concluded in good faith and shall be kept confidential by both the contracting parties.
- 20.6 The headings of Clauses are for the purposes of reference only and shall have no effect on the meaning or substances of any clause of the contract.
- 20.7 Any further modifications/improvements in the system desired by the Employer shall be carried out by the consultant on mutually agreed terms.
- 20.8 The contract shall be governed, interpreted and executed according to the Indian Law.

## **21. Coming into Force**

- 21.1 After submission of performance Guarantee, the contract will be signed the contract shall come into force with effect from the date of its signing contract agreement by both the contracting parties. The contract agreement will be operated by the Authorized Representative of Manager, RIDCOR on behalf of RIDCOR.
- 21.2 After signing of contract the Employer will be issuing letter to proceed to the consultant. The consultant shall start the work within 28 days from letter to proceed, failing which a penalty Rs. 5000/- per month will be imposed on the consultant.

## **22. Force Majeure**

- 22.1 If either party is temporarily unable by reason of force majeure or the laws or regulations of India to meet any or its obligations under the contract, and if such party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.
- 22.2 Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in above mentioned section or delays arising from such event.
- 22.3 The term 'force majeure' as employed herein shall mean acts of God, strikes, lock outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

**23. Address and Communication**

- 23.1 All communications to the Employer are to be addressed to the Manager, RIDCOR/RIPL of the Head Office 7<sup>th</sup> Floor, ARG Corporate Tower, Gopalbari, Jaipur, Rajasthan.
- 23.2 All communications to the consultant are to be addressed to (to be filled by the consultant at the time of bidding).

### SECTION III: TECHNICAL EVALUATION CRITERIA

#### 24. Proposal Evaluation

Any time during the process of evaluation, the Employer may seek for clarifications from any or all Bidders.

24.1 A two-stage procedure will be adopted in evaluating the proposals: (i) a technical evaluation, which will be carried out prior to opening any financial proposal; (ii) The technical proposal should score at least 75 points out of 100 to be considered for financial evaluation. However, the procurement shall be made on quality cum cost based selection with 80-20% for technical and financial scores among the top five qualifying consultant meeting non- conflict and other eligibility requirements, short listed after technical evaluation.

24.2 However, the Technical proposal shall be declared non-responsive if the firm has failed to perform in last 3 years on any contract as evidenced by termination of any contract/ expulsion or imposition of a penalty or arbitration award or a judicial pronouncement

#### 24.3 Evaluation of Technical Proposal

The evaluation committee will carry out its evaluation applying the evaluation criteria and point system specified in the Section-III (Technical Evaluation Criteria). Each responsive proposal will be attributed a Technical Score ( $S_T$ ).

24.4 Opening and Evaluation of Financial Proposals;

- a) The Financial Proposal (**Appendix C**) shall be opened online on 'www.eproc.rajasthan.gov.in
- b) The Evaluation Committee will determine whether the Financial Proposals are complete, (i.e. whether they have costed all items corresponding to RFP/ Technical Proposals. If not, then the cost towards such missing items will be considered as Nil but the consultant shall be required to carry out such obligation without any additional compensation. The client shall correct any computational errors. Any conditional offers shall be rejected.
- c) Each Financial Proposal will be assigned a financial score ( $S_F$ )
- d) For financial evaluation, the total cost (excluding GST) indicated in the Financial Proposal, excluding Additional Costs, will be considered.
- e) The Authority will determine whether the Financial Proposals are complete and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the scope of work within the total quoted price shall be that of the Consultant. The lowest financial proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:-

$$S_F = 100 \times F_M / F$$

(F=Amount of Financial Proposal)

**f) Combined and final evaluation**

The proposal will finally be ranked according to their combined technical (S<sub>T</sub>) and financial (S<sub>F</sub>) scores as follows:-

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T<sub>w</sub> and F<sub>w</sub> are weights assigned to technical proposal and financial proposal that shall be 0.8 and 0.20 respectively.

The Evaluation Committee shall determine the order of priority as among these firms on the basis of technical and financial bids and the highest combined scorer (S) shall rank first for award of contract. The Selected Applicant shall be the first ranked Applicant. The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified as the case may be.

24.5 RIDCOR will send the panel of three highest rank Bidders to Government of Rajasthan with the request to approve I rank bidder. The bidder approved by GoR will be the Successful Bidder. The successful bidder will be awarded the work at the lower financial quote in case I rank bidder is not approved by GoR & its quote is higher than the approved bidder.

**25. Technical Evaluation Criteria and Procedure**

25.1 Evaluation of technical bid shall be done based on the following:

S. No.	Evaluation Criteria	Max. Marks
1	Past experience of firm or Institution in collection of bridge data related to condition survey and/or inventorization separately or as part of preparation of feasibility/ detailed project reports (Appendix - A1).	15
2	Past experience of firm or institution in designing repairs/ rehabilitation measures based on the collected bridge data by the firm which have been successfully implemented (Appendix - A2).	15
3	Past experience of firm in collecting bridge related data with Mobile Bridge Inspection unit/similar equipment (Appendix - A3).	5
4	Key Personnel { Appendix – A4 [A4(i), A4(ii), A4(iii)] }	50
5	Methodology & Work Plan (Appendix - A5).	10
6	Structure and Organization (Appendix – A6)	5
	<b>Total</b>	<b>100</b>

Only bids securing  $\geq 75\%$  marks shall qualify for further consideration. Bidders shall fill up all formats as given in Appendix's (Section IV) with the technical document

25.2 The marking criteria will be based on the following:

25.2.1 Past experience of consultant in collecting bridge data related to condition survey and/or inventorization separately or as part of preparation of feasibility / detailed project reports

as per clause 25.1(Sr. No. 1) in following preference in last 5 years. Maximum marks in will be limited to 15.

a) On bridges with overall length greater than 60m with at least one span length greater than 40m	- 3 marks/assignment, max of 15 marks
b) On bridges with overall length greater than 60m with any span length (other than bridges mentioned under sub item (a) above)	- 2 marks/assignment, max of 10 marks
c) On any other bridge (other than bridges mentioned under sub item (a)and (b) above)	- 1 mark/ assignment, max of 5 marks

25.2.2 Past experience of firm or institution in designing repairs/ rehabilitation measures based on the collected bridge data by the firm which have been successfully implemented as per clause 25.1(Sr. No. 1) in following preference in last 5 years. Maximum marks in will be limited to 15:

a) On bridges with overall length greater than 60m with at least one span length greater than 40m	- 3 marks/assignment, max of 15 marks
b) On bridges with overall length greater than 60m with any span length (other than bridges mentioned under sub item (a) above)	- 2 marks/assignment, max of 10 marks
c) On any other bridge (other than bridges mentioned under sub item (a)and (b) above)	- 1 mark/ assignment, max of 5 marks

25.2.3 Past experience of Consultant in collecting bridge related data with Mobile Bridge Inspection Unit/similar equipment in last 5 years Subjected to satisfactory certificate from client as per clause 25.1(Sr. No. 3).

Past experience of firm in collecting bridge condition/inventory data using Mobile Bridge Inspection Unit/similar equipment.	1 marks/ assignment, max of 5 marks.
--	--------------------------------------

25.2.4 Key Personnel will be evaluated as per clause 25.3.

25.2.5 Methodology & Work Plan- Maximum 10 marks: The marks will be provided on the basis of quality of approach and the methodology, work program and manning schedule proposed.

25.2.6 Structure and Organization – Maximum 5 marks: -

S. No.	Formation of Company	Marks
1	5 years before date of NIT	5
2	3 to 5 year before date of NIT	2

The bidders are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria.

25.3 List of key personnel to be deployed on contract work:

Sl. No.	Personnel	Essential Qualification	Number
1	Team Leader cum Senior Bridge	BE/BTech Civil +15 years' professional experience	1

Sl. No.	Personnel	Essential Qualification	Number
	Engineer		
2	Assistant Engineer (Civil)	BE/BTech Civil or Diploma in Civil +3 years' or professional experience	1
3	Data Entry Operator	Graduate + 1 years' experience in work of similar nature	1
		<b>Total</b>	<b>3</b>

25.3.1 Qualification and competence of following professional/sub-professional staff for the assignment shall only be evaluated. The weightage for various key staff are as under:

S. No	Staff Position	Marks
1	Team Leader cum Senior Bridge Engineer- 1 Number	40
2	Assistant Engineer (Civil) - 1 Numbers	8
3	Data Entry Operator- 1 Numbers	2
	<b>Total</b>	<b>50</b>

25.3.2 Sub criteria for qualification of Key Personnel (i.e. Professional Staff)

S. No	Qualification	Marks (%)
1	General qualifications	25
2	Adequacy for the project	70
3	Employment with the firm	5
	<b>Total</b>	<b>100</b>

25.3.3 Sub Criteria for General Qualification:-

S. No	Qualification	Marks
1	Educational Qualification	10
2	Professional Experience	10
3	Training, publication etc.	5
	<b>Total</b>	<b>25</b>

25.3.3.1 Sub Criteria for Educational Qualification – Maximum 10 Marks:-

S. No	Staff Position	Qualification	Marks
1	Team Leader cum Senior Bridge Engineer	BE/BTech in Civil Engineering	8
		MTech/ME in Structural Engineering or equivalent	+2
3	Assistant Engineer (Civil)	BE/BTech in Civil Engineering	10
		Diploma in Civil Engineering	6
4	Data Entry Operator	Graduation	8
		Certificate course in computer	+2

25.3.3.2 Sub Criteria for Professional Experience – Maximum 10 Marks:-

S. No	Staff Position	Experience	Marks
1	Team Leader cum Senior Bridge Engineer	More than 20 year professional experience	10
		Between 15 to 20 year professional experience	8
2	Assistant Engineer	BE/BTech holder with More than 2 year	10

S. No	Staff Position	Experience	Marks
	(Civil)	professional experience or Diploma holder with more than 5 year professional experience	
		BE/BTech holder with less than 2 year professional experience or Diploma holder between 3 to 5 year professional experience	8
3	Data Entry Operator	More than 3 year experience	10
		Between 1 to 3 year experience	8

25.3.3.3 Sub Criteria for Training, publication etc.- Maximum 5 Marks.:-

Key professional who has undergone training in the relevant filed or whose technical; article has been published will be given 5 marks.

25.3.3.4 Sub Criteria for Adequacy for the project:-

S. No.	Staff Position	Experience	Marks
<b>Maximum 70 marks</b>			
1	Team Leader cum Senior Bridge Engineer	(i) Experience in specific positions in similar projects	15 marks/ assignments, maximum 30 marks
		(ii) Experience relevant to particular assignment, not included in (i) above	10 marks/ assignment, maximum 40 marks
<b>Maximum 75 marks</b>			
2	Assistant Engineer (Civil)	(i) Experience in specific positions in similar projects	15 marks/ assignments, maximum 35 marks
		(ii) Experience relevant to particular assignment, not included in (i) above	10 marks/ assignment, maximum 40 marks
<b>Maximum 75 marks</b>			
3	Data Entry Operator	(i) Experience in specific positions in similar projects	15 marks/ assignments, maximum 35 marks
		(ii) Experience relevant to particular assignment, not included in (i) above	10 marks/ assignment, maximum 40 marks

25.3.3.5 Sub Criteria for Employment with the firm -maximum 5 marks:-

S. No	Criteria	Marks
1	Employed for more than 3 years	5
2	Employed for 1 to 3 years	3
3	Employed for less than one year	1

## **SECTION IV: PROFORMAS FOR SUBMISSION OF BIDS**

**This part of the document provides proformas for providing the information.**



**Form – T1**

**LETTER OF PROPOSAL SUBMISSION**

[Location, Date]

**Director**

Road Infrastructure Development Co of Rajasthan Ltd  
701-706, 7<sup>th</sup> Floor, ARG Corporate Park  
Gopalbari, Ajmer Road, Jaipur-302001  
Tel. +91 141 2747001/2/3

**Director**

RIDCOR Infra Projects Ltd. (RIPL)  
Road Infrastructure Development Co of Rajasthan Ltd  
701-706, 7<sup>th</sup> Floor, ARG Corporate Park  
Gopalbari, Ajmer Road, Jaipur-302001  
Contact Number: 01414127000, 01412747001

**Subject: Consultancy services for Preparation of Structural Safety Audit Report for Structures on RIDCOR/RIPL roads in the State of Rajasthan**

**Dear Sir,**

I/We, the undersigned, offer through online to provide the consulting assignment/job for Rajasthan Mega Highways Project Phases I, II & III or any other projects awarded by GoR in accordance with your Bid Document dated [ Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

I/We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Section I, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

As per Clause 7.3 of Section II, the Bid Security in the form of RTGS has been deposited in the designated bank account of RIDCOR and receipt of the same is enclosed herewith.

I/We remain,

Yours sincerely,

Name and address of bidder:

**Form – T2**

**FIRM DETAILS**

- (i) (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:
- (ii) Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
- (iii) Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
- (iv) Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
- (v) In case of a Joint Venture:
  - (a) The information above {(i)-(iv)} should be provided for all the Members of the Joint Venture.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 1.4 should be attached to the Application.
  - (c) Information regarding the role of each Member should be provided as per table below:

Sl.	Name of Member	Role	Share of work in the Project

- (d) The following information shall also be provided w.r.t clause 1.4 for each Member of the Joint Venture:

**Name of Applicant/ member of Joint Venture:**

Sl. No.	Criteria	Yes/No
1	Has the Bidder/ constituent of the Joint Venture been barred by the Ministry of Road Transport, RIDCOR, PWD & State Government or its implementing agencies for the works of National Highways/State Highways, works, from participating in bidding.	
2	If the answer to 1 is yes, does the bar subsist as on BID due date.	

(vi) I/ We certify that in the last two years, we/ any of the JV partners have neither failed to perform for the works of National Highways/State Highways works/RIDCOR works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by Ministry of Road Transport/PWD/RIDCOR & Highways or its implementing agencies for breach on our part.

I/ We certify that we/ any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at Clause 1.4 of Instructions to Bidders in the projects of National/State Highways works of Ministry of Road Transport, RIDCOR, PWD & State Government or its implementing agencies and furnished the complete details.

(vii) I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

I/ We further certify that no investigation by any investigating agency in India or outside is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

1.2 Availability of Contractor's Equipment should be listed below for carrying out the Works. Contractor is to fill the following items regarding the availability of Equipment.

1.5 Information regarding current litigation, debarring / expelling of bidder or abandonment of work by bidder in RIDCOR; {(Refer ITB Clause 3.2 (i))}

1	(a)	Has the Bidder or its constituent partners, a history of litigation/arbitration	Yes/No
	(b)	If yes, give details	
2	(a)	Has the Bidder or any of its constituent partners been debarred/expelled by any Agency in India, during the last 5 years as on the date of application	Yes/No
	(b)	If yes, give details	
3	(a)	Has the Bidder or any of its constituent partners abandoned any contract work in India / Rajasthan during the last 5 years	Yes/No
	(b)	If yes, give details	
4	(a)	Has the Bidder or any of its constituent partners been declared bankrupt during the last 5 years	Yes/No
	(b)	If yes, give details, including present status	

**Note:** If any information in this schedule is found to be incorrect or concealed, at any time including after the award of works, the Bidder's bid will be treated as non-responsive, and rejected.

I/ We certify that we/ any of the JV partners do not fall in any of the above categories of being a non-Performing entity.

(Signature, name and designation of the authorised signatory)  
For and on behalf of.....

**Form – T3**

**MEMORANDUM**

**Name of Work: Consultancy services for Preparation of Structural Safety Audit Report for Structures on RIDCOR/RIPL roads in the State of Rajasthan**

I/We agree to keep the quoted financial quote open for acceptance for 120 days from the due date of submission thereof and not make any modification in its terms and conditions.

I/We hereby declare that I/We shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR) / RIDCOR Infra Projects Ltd. (RIPL).

\_\_\_\_\_  
Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

**Form – T4**

**Annual Turnover of the Bidder**

(to be certified by the Chartered Accountant with UDIN)

**In Case of Single Entity Bidder:**

Turnover in last 3 FYs	Year	Single Entity Bidder
	2020-21	
	2021-22	
	2022-23	

**In Case of JV:**

Turnover in last 3 FYs	Year	Lead Member	Other second JV Member	Other Third JV Member
	2020-21			
	2021-22			
	2022-23			

Date:

(Signature, name and designation of the Authorised signatory)

Place:

Name and seal of Bidder

**Form – T5**

**Work executed during last 3 years**

**In Case of Single Entity Bidder:**

Sr. No.	Application Type	Financial Year	Similar Work
1	Single entity Bidder	FY 2022-23	
2		FY 2021-22	
3		FY 2020-21	

**In Case of JV:**

Sr. No.	Application Type	Financial Year	Similar Work
1	Lead member	FY 2022-23	
	Other second JV Member	FY 2022-23	
	Other third JV Member	FY 2022-23	
<b>Total</b>			
2	Lead member	FY 2021-22	
	Other second JV Member	FY 2021-22	
	Other third JV Member	FY 2021-22	
<b>Total</b>			
3	Lead member	FY 2020-21	
	Other second JV Member	FY 2020-21	
	Other third JV Member	FY 2020-21	
<b>Total</b>			

Bidder has to provide details of work executed during last 3 years as per following table which shall be supported by requisite supporting documents i.e. Work Completion Certificate / Payment Received / Agreements/Work Order etc.

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder

**Form – T6**

**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Applicant/ Lead Member of Joint Venture)*

Ref.

Date:

To,

\*\*\*\*\*  
\*\*\*\*\*

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our Joint Venture.\*

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the Joint Venture on its behalf\* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,  
(Signature, name and designation of the authorised signatory)  
For and on behalf of.....

*\*Please strike out whichever is not applicable.*



**Appendix – A1**

**Evaluation Sheet**

S. No.	Description	Marks	Name of Client-	Certificate attached (Page No.)/ Remark
1	Past experience of consultant in collecting bridge data related to condition survey and/or inventorization separately or as part of preparation of feasibility / detailed project reports in following preference in last 5 years. Maximum marks in will be limited to 15			
	a) On bridges with overall length greater than 60m with at least one span length greater than 40m - 3 marks/assignment, max of 15 marks b) On bridges with overall length greater than 60m with any span length (other than bridges mentioned under sub item (a) above) - 2 marks/assignment, max of 10 marks c) On any other bridge (other than bridges mentioned under sub item (a)and (b) above) - 1 mark/ assignment, max of 5 marks	15		
	<b>Total</b>	<b>15</b>		

**Appendix - A2**

**Evaluation Sheet**

<b>S. No.</b>	<b>Description</b>	<b>Marks</b>	<b>Name of Client-</b>	<b>Certificate attached (Page No.)/ Remark</b>
1	Past experience of firm or institution in designing repairs/ rehabilitation measures based on the collected bridge data by the firm which have been successfully implemented in following preference in last 5 years. Maximum marks in will be limited to 15:			
	a) On bridges with overall length greater than 60m with at least one span length greater than 40m - 3 marks/assignment, max of 15 marks b) On bridges with overall length greater than 60m with any span length (other than bridges mentioned under sub item (a) above) - 2 marks/assignment, max of 10 marks\ c) On any other bridge (other than bridges mentioned under sub item (a)and (b) above) - 1 mark/ assignment, max of 5 marks	15		
	<b>Total</b>	<b>15</b>		

**Appendix - A3**

**Evaluation Sheet**

<b>S. No.</b>	<b>Description</b>	<b>Marks</b>	<b>Name of Client-</b>	<b>Certificate attached (Page No.)/ Remark</b>
1	Past experience of Consultant in collecting bridge related data with Mobile Bridge Inspection Unit/similar equipment in last 5 years Subjected to satisfactory certificate:			
	Past experience of firm in collecting bridge condition/inventory data using Mobile Bridge Inspection Unit/similar equipment - 1 marks/ assignment, max of 5 marks.	5		
	<b>Total</b>	<b>5</b>		

**Appendix – A4(i)**

<b>Evaluation Sheet – Team Leader cum Senior Bridge Engineer</b>				
<b>S. N.</b>	<b>Description</b>	<b>Max. Marks</b>	<b>Name of Firm: .....</b>	<b>Remarks</b>
1	General Qualification/Name/DOB		<b>Name of Team Leader</b>	
	Graduate in Civil Engineering -8 marks	10		
	Mtech/ME in Structural Engineering or equivalent - +2			
2	Adequacy for the project	90		
<b>Professional Experience:</b>				
i)	Total Professional Experience < 20 years -10 marks Between 15-20 years -8 marks	10		
ii)	Key professional who has undergone training in the relevant filed or whose technical; article has been published - 5 marks	5		
iii)	Experience in specific positions in similar projects 15 marks/ assignments, maximum 30 marks	30		
iv)	Experience relevant to particular assignment, not included in (iii) above 10 marks/ assignment, maximum 40 marks	40		
3	Employment with firm more than 3 years – 5 marks 1 to 3 years – 3 marks less than one year – 1 marks	5		
<b>Total</b>		<b>100</b>		

**Appendix – A4(ii)**

Evaluation Sheet – Assistant Engineer (Civil)				
S. N.	Description	Max. Marks	Name of Firm: .....	Remarks
1	General Qualification/Name/DOB		<b>Name Assistant Engineer</b>	
	Graduate in Civil Engineering -10 marks	10		
	Diploma in Civil Engineering - 6 marks			
2	Adequacy for the project	90		
<b>Professional Experience:</b>				
i)	BE/BTech holder with More than 2 year professional experience or Diploma holder with more than 5 year professional experience – 10 marks  BE/BTech holder with less than 2 year professional experience or Diploma holder between 3 to 5 year professional experience – 8 marks	10		
ii)	Experience in specific positions in similar projects - 15 marks/ assignments, maximum 30 marks	35		
iii)	Experience relevant to particular assignment, not included in (ii) above - 10 marks/ assignment, maximum 40 marks	40		
3	Employment with firm  more than 3 years – 5 marks  1 to 3 years – 3 marks  less than one year – 1 marks	5		
	Total	100		

**Appendix – A4(iii)**

Evaluation Sheet – Data Entry Operator				
S. N.	Description	Max. Marks	Name of Firm: .....	Remarks
1	General Qualification/Name/DOB		<b>Name of Data Entry Operator</b>	
	Graduate - 8 marks Certificate course in computer - +2	10		
2	Adequacy for the project	90		
<b>Professional Experience:</b>				
i)	Total Professional Experience < 3 years – 10 marks Between 1 - 3 years - 8 marks	10		
ii)	Experience in specific positions in similar projects 15 marks/ assignments, maximum 35 marks	35		
iii)	Experience relevant to particular assignment, not included in (iii) above 10 marks/ assignment, maximum 40 marks	40		
3	Employment with firm more than 3 years – 5 marks 1 to 3 years – 3 marks less than one year – 1 marks	5		
	Total	100		

## Appendix-A5

Evaluation Sheet (Adequacy of the Proposed Approach and Methodology) Total Marks-5			
Description	Maximum Marks	Reference/Details of projects Claimed for self assessment	Marks self assessed by the bidder
Site Appreciation (i) Average 0.50 (ii) Good 0.75 (iii) Very Good 1.00	1		
Quality of Approach and Methodology (Review of scope of work and design review, construction supervision methodology, contract management approach, safety review/audit and O&M stage, initial view on project plan including key challenges envisaged and potential solutions to be judged (i) Average 0.75 (ii) Good 1.50 (iii) Very Good 2.00	2		
Quality Audit Methodology and Quality Assurance Plan (i) Average 0.75 (ii) Good 1.50 (iii) Very Good 2.00	2		
<b>Total Marks</b>	<b>5</b>		

## **Appendix-A6**

### **Structure and Organization Chart – 5 Marks**



### Appendix-A7

#### Evaluation Sheet Details – Team Leader cum Senior Bridge Engineer

S. No.	Name of Employee	Post Held	Nature of work	Name of Employer	Client	Total Period	Period		Experience certificate Page No.
							From	To	

### Appendix-A8

#### Evaluation Sheet Details – Assistant Engineer (Civil)

S. No.	Name of Employee	Post Held	Nature of work	Name of Employer	Client	Total Period	Period		Experience certificate Page No.
							From	To	

### Appendix-A9

#### Evaluation Sheet Details Data Entry Operator

S. No.	Name of Employee	Post Held	Nature of work	Name of Employer	Client	Total Period	Period		Experience certificate Page No.
							From	To	

## Appendix B-1

### **FIRM'S REFERENCES**

#### Relevant Services carried out in the Last Four Years which Best Illustrate Experience of Firm

**(A) Construction and Maintenance Projects** (Submit only best five assignments)

The following information should be provided in the format given below for each assignment for which your firm, either individually (sole) or as the lead partner in Joint venture, was legally contracted by the client stated below: (other partner of JV or association or Sub Consultant Assignments shall not be considered).

Assignment Name:		Country:
<b>Worked in the capacity of – Sole Firm/Lead firm in JV</b> (please specify)		
Location within Country:		Professional Staff Provided by your firm: (Positions & Man Months)
Name of Client:		Total Professional Staff (Positions & Man Months)
Address:		No. of Staff Months:
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services: (in Indian Rupees):
Name of Associated Firm(s) if any:		No. of Months of Professional Staff provided by Associated Firm(s)
Names of Professional Staff provided by your firm and positions:		
Narrative Description of Project:		
Description of Actual Services Provided by your Staff:		

- Certificates from the Client (EE or equivalent) should be attached in support of the relevant experience.
- The experience in case of joint venture etc. needs to be shown in exact share of work carried out in terms of appx. Value of services (in Indian Rupees) separately in the same column.
- Three years will be calculated (including 2019-20 and beyond).
- The handled assignments should be substantially completed (i.e. at least 90% of work contract value) duly certified by the client.

## **Appendix B-2**

### **Approach and Methodology proposed for performing the assignment (Not more than 2 pages)**

The approach and methodology will be detailed precisely under the following topics.

- 1) Understanding the assignment
- 2) Duties and responsibilities of the Team Leader & other Key personnel
- 3) Methodology for supervising the Work of the operation and maintenance
- 4) Quality Assurance System
- 5) Manning Schedule of key & support staff

Note: The approach & methodology should be precise, to the point and relevant to the assignment.

**Appendix B-3**

**COMPOSITION OF THE TEAM AND THE TASKS WHICH  
WOULD BE ASSIGNED TO EACH TEAM MEMBER**

**1. Key Personnel**

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S.No.	Name	Position	Task Assigned
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**2. Support Staff(Technical)**

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S. No.	Name	Position	Task Assigned
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## Appendix B-4

### **FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth \_\_\_\_\_ [Enclose self-attested copy of age proof]

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies:

INFRACON ID (Individual)

### **Key Qualifications:**

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

### **Education:**

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

### **Employment Record:**

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

**Languages:**

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

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself, my qualification and my experience. I understand that I shall be banned from RIDCOR Projects if any information given in this CV is found incorrect.

**Signature of the Candidate** \_\_\_\_\_

**Place** \_\_\_\_\_

**Date** \_\_\_\_\_

**Signature of the Authorized Representative of the firm** \_\_\_\_\_

**Place** \_\_\_\_\_

**Date** \_\_\_\_\_

**Note:**

1. The CV shall be signed in blue ball pen by both, the person and the Authorized Representative of the firm in original.
2. Unsigned CVs/CVs with scanned signatures are liable to be rejected.

**Appendix B-5**

**Self Evaluation by the Firm as per this Appendix- B-5 along with Appendix A1, A2, A3, A4(i), A4(ii), A4(iii), A5, A6, A7, A8 and A9**

Name of the Firm:.....				
S. No.	Name of the Professional Staff	Marks of out of 100	Weightage Marks	Remark
Details			Marks	
1	Team Leader cum Senior Bridge Engineer [As per Appendix A4(i)]		x/100*40	
2	Assistant Engineer (Civil) [As per Appendix A4(ii)]		x/100*8	
3	Data Entry Operator [As per Appendix A4(iii)]		x/100*2	
Maximum Marks 50		Total		
Evaluation of the Firm (As per Appendix A1 to A3 & A5 to A6) Maximum 50				
Grand Total of Evaluation				
Managing Director/Head of the Firm/Authorized Representative of the firm				
Address:				

**Appendix B-6**

**UNDERTAKING FROM A CONSULTANT FIRM**

**(On the letterhead of the consulting firm)**

The undersigned on behalf of the M/s.....Certify that Mr. ....to the best of our knowledge has not left his assignment with any other .....(RIDCOR) contracting firm for the ongoing projects.

We understand that if the information about leaving the past assignment with RIDCOR without completing assignment is known to RIDCOR, RIDCOR would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period decided by RIDCOR

Further, the undersigned certify that to the best of my knowledge and belief, the biodata/ CV of the proposed personnel correctly describes himself, his qualification and experience. If, anything regarding the qualification and experience submitted by my firm for the proposed personnel is found incorrect at any stage, RIDCOR would be at liberty to debar / blacklist my firm for an appropriate period as decided by RIDCOR.

**Signature of the Authorized Representative of the firm**\_\_\_\_\_

**Place** \_\_\_\_\_

**Date** \_\_\_\_\_



**Appendix C**

**FINANCIAL PROPOSAL TO BE SUBMITTED ONLINE**

**Mega Highways Project Phases I, II & III or any other projects awarded by GoR (RIDCOR/RIPL)**

**Total fee for Consultancy**

S. No.	Particular	Unit	Number	Rate	Amount
<b>Part - I:</b>	<b>Preparation of Structural Safety Audit Report with visual inspection &amp; NDTs</b>				
<b>A</b>	<b>ROB</b>				
1	Visual Inspection of Structure	Per Lm	650		
2	Visual Inspection of Approaches	Per Lm	4680		
2	Rebound Hammer Test (3 No./Span)	No.	54		
3	Ultra-sonic Pulse Velocity Test (3 No./Span)	No.	54		
4	Cover Test (3 No./Span)	No.	54		
5	Carbonation Test (3 No./Span)	No.	54		
	<b>Sub Total</b>				
<b>B</b>	<b>Major Bridge</b>				
1	Visual Inspection of Structure	Per Lm	3303		
2	Rebound Hammer Test (3 No./Span)	No.	880		
3	Ultra-sonic Pulse Velocity Test	No.	880		
4	Cover Test	No.	880		
5	Carbonation Test	No.	880		
	<b>Sub Total</b>				
<b>C</b>	<b>Minor Bridge</b>				
1	Visual Inspection of Structure	No.	47		
2	Rebound Hammer Test (3 No./Span)	No.	489		
3	Ultra-sonic Pulse Velocity Test	No.	489		
4	Cover Test	No.	489		
5	Carbonation Test	No.	489		
	<b>Sub Total</b>				
<b>D</b>	<b>Preparation of Report</b>				
1	Strutural Safety Audit Report including all tests				
a	ROB's	No.	13		
b	Major Bridge	No.	19		

S. No.	Particular	Unit	Number	Rate	Amount
c	Minor Bridge	No.	47		
	<b>Sub Total</b>				
<b>E</b>	<b>Mobile Bridge Inspection Unit (MBIU)</b>				
1	Hiring Charges of Mobile Bridge Inspection Unit (MBIU)	Per Day	32		
2	Mobilization Charges of MBIU	Each Project Corridor	9		
	<b>Sub Total</b>				
<b>F</b>	<b>Telescopic Tower Ladder (TTL)</b>				
1	Hiring Charges of Telescopic Tower Ladder (TTL)	Per Day	10		
2	Mobilization Charges of TTL	Each Project Corridor	5		
	<b>Sub Total</b>				
<b>Grand Total Excl. GST:-</b>					
<b>GST @...%:-</b>					
<b>Total Incl. GST:-</b>					
<b>Part -II:</b>	<b>Preparation of Strengthening prposal / repairs with design, drawings, rate analysis, estimated cost, BOQ, Bid Document etc. as per findings of Structural Safety Audit Report, wherever required, in consultation and prior approval from the Authority</b>				
1	Strengthening Proposal and Estimated Cost & Item Wise BOQ in corelation with Strutural Safety Audit Report				
a	ROB's	No.	5		
b	Major Bridge	No.	6		
c	Minor Bridge	No.	10		
	<b>Total</b>				
<b>GST @...%:-</b>					
<b>Total Incl. GST:-</b>					

INR = Indian Rupees Fee for Consultancy shall be submitted separately through online at GoR e-portal 'www.eproc.rajasthan.gov.in'.

Notes:

- (i) The above rate is inclusive of all taxes, duties, levies, professional fee, vetting charges, out of package expenses etc. except GST as applicable.
- (ii) Visual inspection rates of structure including total expenses for Key/Sub Personnel including salary, transport expenses, office rental, computer/laptops/phone/fax/printing/digital camera with GPS and gate stamping facility, consumables & other incidentals.

**SECTION – V:**

**FORM OF CONTRACT AGREEMENT FOR CONSULTANCY SERVICES**

This Contract (hereinafter called the “Contract”) is made on this -----day of ----- 2023

**BETWEEN**

Road Infrastructure Development Co of Rajasthan Ltd (RIDCOR) 701-706, 7<sup>th</sup> Floor, ARG Corporate Park, Gopalbari, Ajmer Road, Jaipur-302001 (hereinafter called the “Client”), on the one part,

**AND**

(Name of the Consultant with address) (hereinafter called the “Consultants”) on the other part.

**WHEREAS**

the client intends to carry out Consultancy services for Preparation of Structural Safety Audit Report for Structures on RIDCOR/RIPL roads in the State of Rajasthan

- a) as defined in this contract (hereinafter called the “Project”).
- b) the Client has requested the Consultants to provide certain consulting services required for the project as defined in this Contract (hereinafter called the “Services).
- c) the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in the Contract.

NOW THEREFORE, the parties hereby agree as follows:-

1. The following documents attached hereto shall be deemed to form an integral part of this contract:-
  - (a) General Information
  - (b) Instruction to Bidders
  - (c) Scope of Services (Annexure-B of Bid Document)
  - (d) General Conditions of Contract
  - (e) Corrigendum / Addendum
  - (f) BOQ
  - (g) Copy of Letter of acceptance and other correspondence with the Consultants
  - (h) Copy of Bank Guarantee for Performance Security
  - (i) Any other document

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the contract; in particular:
  - (a) The consultants shall carry out the services in accordance to the provisions of the contract; and
  - (b) The Client shall make payments to the consultants in accordance with the provisions of the contract;

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

Authorized Signatory for and on behalf of the Employer or its representative,

Authorized Signatory for and on behalf of M/s -----

Witness

1. Signature  
Name  
Address

2. Signature  
Name  
Address

Witness

1. Signature  
Name  
Address

2. Signature  
Name  
Address

## Section-VI:

### GENERAL CONDITIONS OF CONTRACT

#### 1. GENERAL PROVISIONS

##### 1.1 Definitions

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

- a) **"Applicable Law"** means the laws and any other instruments having the force of law in India as they may be issued and inforce from time to time.
- b) **"Client"** means Employer - the Director/Manager, **Road Infrastructure Development Co of Rajasthan Ltd (RIDCOR), who will be represented by concerned Project Manager, RIDCOR**
- c) **"Consultants"** means consultant) (Name of the
- d) **"Contract"** means the Contract signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications,
- e) **"Contractor/Operator"** means any person or entity who is employed by the Client for execution of major/routine maintenance of RIDCOR road stretches
- f) **"Effective Date"** means the date on which the Contract comes into force;
- g) **"Government"** means the Government of Rajasthan/India
- h) **"Local Currency"** means the Indian Rupees
- i) **"Personnel"** means persons hired by the Consultants as employees and assigned to the performance of the Services or any part thereof.
- j) **"Party"** means the Client or the Consultants, as the case may be, and "Parties" means both of them.
- k) **"Services"** means the work to be performed by the Consultants pursuant to this Contract for the purpose of operations & maintenance work.
- l) **"Starting Date"** means the date of signing of contract agreement;
- m) **"Third Party"** means any person or entity other than the Government, the Client and the Consultants.

##### 1.2 Relation between the Parties

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

### 1.3 Law Governing Contract

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

### 1.4 Language

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

### 1.5 Headings

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

### 1.6 Notices

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

#### For the Client

Attention: **Director,**  
Address: **Road Infrastructure Development Co of Rajasthan Ltd**  
**701-706, 7th Floor, ARG Corporate Park**  
**Gopalbari, Ajmer Road, Jaipur-302001**  
Contact Number: **01414127000, 01412747001**  
Email Address: [office@ridcor.in](mailto:office@ridcor.in)

#### For the Consultants:

Attention: \_\_\_\_\_ (Name of Authorized Representative)

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

Name and address of the consulting firm

Fax: Telephone:

Notice will be deemed to be effective as follows:

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

## **1.7 Location**

The services shall be performed at such locations as are specified in Annexure A of Section I hereto and, where the location of a particular task is not so specified at such locations, in Rajasthan, as the Client may approve.

## **1.8 Authorized Representatives**

Any action required or permitted to be taken and any document required or permitted to be executed under the Contract by the Client or the Consultants be taken or executed by the officials as under:

For the Client: Representative of RIDCOR.

For the Consultants: Authorized Representative or his designated representative

## **1.9 Taxes and Duties**

The consultant and the personnel shall pay the taxes and other impositions levied under the existing amendment or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (The "Effective Date") of the Client's notice to this effect to the Consultants.

### **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within six (6) months of the date hereof, either Party may, by not less than four (4) weeks written notice to other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect here to.

### **2.3 Commencement of Services**

The Consultants shall commence the Services not later than on a date (Starting Date) seven (7) days after the signing of the Agreement.

### **2.4 Expiration of Contract**

Unless terminated earlier, the Contract shall expire when pursuant to the provisions hereof, the services have been completed and payments of remuneration and reimbursable expenditure have been made.

## **2.5 Entire Agreement**

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

## **2.6 Modifications**

Modifications of the terms and conditions of this Contract, including any modification of the scope of the services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modifications made by the other Party.

## **2.7 Force Majeure**

### **2.7.1 Definition**

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

### **2.7.2 No Breach of Contract**

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 the Contract.

### **2.7.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.



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

#### **2.7.4 Consultation**

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

#### **2.7.5 Extension of Time**

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

#### **2.7.6 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract subject to consultation which may include costs necessarily incurred by them during such period exclusively for the purpose of discharging their obligation under the Contract and in reactivating the services after the end of such period.

### **2.8 Suspension**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

### **2.9 Termination**

#### **2.9.1 By the Client**

The Client may, by not less than fifteen (15) days written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be written notice of not less than thirty (30) days), such notice to be given after the occurrence of any of the event specified in paragraphs (a) through (h) of this para, terminate this Contract.

- a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension within thirty (30) days of receipt of

such notice of suspension or within such further period as the Client may have subsequently approved in writing;

- b) If the Consultants or if any of their members become insolvent or bankrupt or enter into any agreement with their creditors for relief or debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings;
- d) If the Consultants submit to the Client, a statement which has a material effect on the rights, obligations or interests of the Client and representation or statement, made/submitted by the Consultants of any part thereof is found to be false;
- e) If, as a result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days;
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- g) If the Consultants, in the judgement of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Clause: "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open completion.
- h) if the consultant fails to perform his duties which qualifies the termination as stated in the document.

### **2.9.2 By the Consultants**

The Consultants may, by not less than thirty (30) days written notice of termination to the Client (except in the event listed in the paragraph (e) below for which there shall be written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause terminate this Contract:

- a) If the Client fails to pay any money due to Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within thirty (30) days after receiving written notice from the Consultants that such payment is overdue;
- b) 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 Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants notice specifying such breach;
- c) If as a result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days; or

- d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof
- e) If the Consultants, in its sole discretion and for any reason whatsoever decides to terminate the Contract.

### **2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except :

- (i) such rights and obligations as may have accrued on the date of termination or expiration
- (ii) the obligation of confidentiality,
- (iii) the Consultants' obligations to permit inspection, copying and auditing of their accounts and records,
- (iv) the Consultants' obligations regarding default in performance of the service in accordance with the provisions of the Contract and for any loss suffered by the Client, whereof, as a result of such default, and
- (v) any right which a Party may have under the Applicable Law.

### **2.9.4 Cessation of Services**

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

### **2.9.5 Payment under Termination**

Upon termination of this Contract, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Client):

- (i) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination:
- (ii) Reimbursable expenditures pursuant to Clause 6 hereof for expenditure actually incurred prior to the effective date of termination; and
- (iii) Except in the case of termination, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants personnel and their eligible dependents.

### **2.9.6 Disputes about Events of Termination**

If either Party whether an event specified has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration, and this Contract, shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3 OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

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

##### **3.1.2 Law Governing Services**

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

#### **3.2 Conflict of Interests**

##### **3.2.1 Consultants not to benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with the contract or the services, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

**3.2.2** If the Consultants, as part of the Services, have the responsibility of advising the Client, on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Client and shall at all times exercise such responsibility in the best interest of the Client.

##### **3.2.3 Consultants and Affiliates not to engage in certain activities**

The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any sub-Consultants and any entity affiliated with such sub-Consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for the project to the Services.

### **3.2.4 Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-Consultants nor the personnel of either of them shall engage, either directly or indirectly, during the term of this Contract, in any business or professional activities in India which would conflict with the activities assigned to them under this Contract.

### **3.3 Confidentiality**

The Consultants, their Sub-Consultants and the Personnel of either of them shall not, either during the term or within one year after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultants**

Subject to additional provisions, as under, the Consultants liability under this Contract shall be as provided by the Applicable law.

- (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
  - (i) For any indirect or consequential loss or damage; and
  - (ii) For any direct loss or damage that exceeds (A) total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants liability, if any for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

### **3.5 Insurance to be taken out by the Consultants**

The Consultants (i) shall take out and maintain at his own cost and shall cause any Sub-Consultants to take out and maintain at his own cost, (or the Sub-Consultants, as the case may be), but on terms and conditions approved by the Client, insurance against the risks and for the coverage, specified as under and (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 there for have been paid.

- a) Professional liability insurance, with a minimum coverage equal to the total amount of the Contract value. This liability shall be valid for a period of the one years after completion of the Services.

- b) Employer's liability and worker's compensation insurance in respect of the Personnel of the 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
- c) Insurance against loss of or damage to (i) the Consultants' property used in the performance of the Services, and (ii) any documents prepared by the Consultants in the Performance of the Services.

### **3.6 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records of the Services hereunder, in accordance with national accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (ii) shall permit the Client or its designated representative periodically and upto one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

### **3.7 Consultants' Actions requiring Client's prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) Deployment of personnel as listed in Clause 25.3 of Section III
- b) Appointing such number of Personnel as are not listed in Clause 25.3 of Section III
- c) Substitution of any personnel if required on grounds beyond reasonable Control of the Consultants;
- d) Purchase of equipment required for performing the services.
- e) Independent QC testing.

### **3.8 Reporting Obligations**

The Consultants shall submit to the Client reports and documents specified in Section I hereto in the form and the numbers and within the time period setforth therein.

### **3.9 Documents prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants 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 Consultants may retain a copy of such documents but shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

### **3.10 Equipment and Materials Furnished by the Client**

No equipment and material will be provided by the client.

## **4 CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS**

### **4.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **4.2 Description of Personnel**

- a) The list of Consultants key staff and their estimated periods of engagement have been described in Section III.
- b) If additional work is required beyond the scope of the Services specified in Section I the estimated periods of engagement of Key Staff set forth may be increased by mutual agreement on approved rates in writing between the Client and the Consultants.

### **4.3 Approval of Personnel**

The Key Personnel listed by title as by name are hereby approved by the Client. The removal and/or replacement of personnel is covered under Clause 4.4 hereof.

### **4.4 Removal and/or Replacement of Personnel**

- a) No changes shall be made in the Key Personnel. During an assignment, if substitution is inescapably necessary, the consultants shall forthwith provide as a replacement a person of equivalent or better qualifications along with reduction in remuneration by 5%.
- b) If the employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the consultant shall at the employer's written request specifying the grounds therefore, forthwith provide a replacement with qualifications and experience acceptable to client such person shall be inducted only after approval by the client.
- c) In exceptional situations where the replacement with equivalent or better qualification is not available as mentioned in sub-para (a) & (b) above, replacement with lower qualifications than the originally approved may be accepted with reduction in remuneration @ 20% of the accepted quote for the key personnel. This kind of relaxation shall however, be limited to replacement of 1 key personnel only in this consultancy contract agreement at the sole discretion of Client.

## **5 OBLIGATIONS OF THE CLIENT**

### **5.1 Change in the Applicable Law**

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

### **5.2 Facilities to be provided by the Client**

The Client shall nominate an authorized representative to liaise with the Consultants on all matters connected with this agreement. In turn, the Team Leader of the Consultants for the work shall act as the Liaison Officer for the Consultants to liaise with the representative of the Client.

### **5.3 Payment**

In consideration of the Services performed by the Consultants under this Contract the Client shall make to the Consultants such payments and in such manner.

## **6 PAYMENTS TO THE CONSULTANTS**

- 6.1. RIDCOR agrees to pay the quoted/ negotiated fee to the Successful Bidder for the professional services rendered by them on milestone basis as mention in Section I, plus applicable GST.
- 6.2. The bidder shall have to make all arrangements for any other facilities required by his staff at their own cost.
- 6.3. Bidder shall acquaint itself with all the legislation, court and standards prescribed from time to time.
- 6.4. All the travel expenses to respective sites and boarding & lodging expenses at respective sites shall be borne by the Consultant.

## **7 FAIRNESS AND GOODFAITH**

### **7.1 Good Faith**

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

### **7.2 Operation of the Contract:**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract and the Parties hereby agree that it is their acceptance ion that this contract shall operate fairly as between them and without detriment to the interest of either of them and that if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness



but on failure to agree on any action pursuant to this Clause shall have the right of dispute subject to arbitration.

## **8 SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

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

### **8.2 Right to Arbitration and Rules of Procedure**

Any dispute between the parties as to matters arising pursuant to this Contract, which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred to the adjudication of a Committee of three arbitrators. The Committee shall be composed of one Expert to be nominated by the Client, one to be nominated by the Consultants and the third, who will also act as the chairman of the Committee but not as an umpire, who will be chosen jointly by the two arbitrators from a panel of five candidates, none of whom would be in regular employment of the Government, supplied by the Executive Committee of Indian Roads Congress. If either of the Parties fail to appoint his arbitrator or fail to agree on the third nominee within sixty (60) days after receipt of notice for the appointment of such arbitrator, the President of the Indian Roads Congress shall appoint, upon request from either Party and from such panel or otherwise, such arbitrator(s) for the matter in dispute.

The fee and reimbursable expenses to be paid to the arbitrators shall be as fixed by RIDCOR through a policy circular.

Save as otherwise provided in the Contract, the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or enactment thereof and shall be held at such place and time in India as the committee of arbitrators may determine. The decision of the majority of the Arbitrators shall be final and binding as may be determined by the Arbitrators.

Performance under the Contract shall continue during the arbitration proceedings and payments due to the Consultants by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.

All awards shall be in writing and such awards shall state reasons for the awards.

## Annexure-E

### FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To  
Director,  
Road Infrastructure Development Co of Rajasthan Ltd  
701-706, 7<sup>th</sup> Floor, ARG Corporate Park  
Gopalbari, Ajmer Road, Jaipur-302001  
Contact Number: 01414127000, 01412747001  
Email Address: [office@ridcor.in](mailto:office@ridcor.in)

WHEREAS \_\_\_\_\_  
[Name and address of Consultants] (hereinafter called “the consultants”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ to provides the services on terms and conditions set forth in this Contract “**Consultancy services for Preparation of Structural Safety Audit Report for Structures on RIDCOR roads in the State of Rajasthan**” [Name of contract and brief description of works) (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of \_\_\_\_\_ [amount of Guarantee]<sup>2</sup>  
\_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums with- in the limits of \_\_\_\_\_  
[amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

This guarantee shall also be operatable at our .....branch at \_\_\_\_\_, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_  
(Rs. \_\_\_\_\_)  
and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is served upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor \_\_\_\_\_

In presence of

Name and Designation \_\_\_\_\_

Name of the Bank \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

(Name, Signature & Occupation)

(Name, Signature & Occupation)

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

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

**Annexure - F**

**Format for Power of Attorney for signing of BID**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project proposed or being developed by the RIDCOR (the “Employer”) including but not limited to signing and submission of all applications, BIDs and other documents and writings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the Contract with the Employer.

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2023.

For .....

(Signature, name, designation and address)  
of person authorized by Board Resolution  
(in case of Firm/ Company)/ partner in case of  
Witnesses: Partnership firm

- 1.
- 2.

Accepted

.....  
(Signature)

(Notarised)  
(Name, Title and Address of the Attorney)  
Person identified by me/ personally appeared before me/  
Attested/ Authenticated\*  
(\*Notary to specify as applicable) (Signature  
Name and Address of the Notary)  
Seal of the Notary  
Registration No. of the Notary  
Date:.....

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
  
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

**Annexure - G**

**Format for Power of Attorney for Lead Member of Joint Venture**

Whereas the RIDCOR (“the Employer”) has invited BIDs for the \*\*\*\*\* Project (the “Project”).

Whereas, ....., ....., and ..... (Collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other BID documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and Employer to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s BID for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, ..... having our registered office at ....., M/s. .... having our registered office at ..., M/s. ... having our registered office at ....., and .... having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ..... having its registered office at ....., being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s BID for the in all respect Project and/ or upon award thereof till the Contract is entered into with the Employer & Compelled.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2023.

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

(Executants)  
(To be executed by all the Members of the Joint Venture)

Witnesses:

- 1.
- 2.

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

## Annexure - H

### Format for Joint Bidding Agreement for Joint Venture

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 2023.

#### AMONGST

1. {..... Limited, and having its registered office at ..... } (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

2. {..... Limited, having its registered office at .....} and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

3. {..... Limited, and having its registered office at .....} (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

#### WHEREAS,

- (A) [Road Infrastructure Development Company of Rajasthan Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at 701-706 7<sup>th</sup> Floor, ARG Corporate Park, Gopalbari, Ajmer Road, Jaipur-302001] (hereinafter referred to as the “**Employer**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Proposal No. .... dated .....(the “**RFP**”) for award of contract for rehabilitation and augmentation of\*\*\*\*\* Project (the “**Project**”) through an Contract.
- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.



**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Joint Venture**

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

**3. Covenants**

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an Contract with the Employer for performing all its obligations as the Contractor in terms of the Contract for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Contractor in terms of the Contract for the Project;
- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}
- (c) Party of the Third Part shall be {the Member of the Joint Venture. }

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract, till such time as the completion of the Project is achieved under and in accordance with the Contract.

**6. Share of work in the Project**

The Parties agree that the proportion of construction in the Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

{Third Party: }

## 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Employer to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Employer to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Employer to the Bidder, as the case may be.

**9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer. IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:	SECOND PART	THIRD PART
(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)
(Designation)	(Designation)	(Designation)
(Address)	(Address)	(Address)

In the presence of:

1..... 2.....