



**JAIPUR METRO**

## **JAIPUR METRO RAIL CORPORATION LIMITED**

### **JAIPUR METRO PROJECT PHASE 1C**

**Contract ICB No: JP/EW/1C (Underground)/03**

**Contract ICB No.JP/EW/1C (Underground) /03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

### **SINGLE STAGE TWO ENVELOPE BIDDING**

#### **BID DOCUMENTS**

### **JAIPUR METRO RAIL CORPORATION LTD.**

**Project Directorate, 1<sup>st</sup> Floor, A-Wing, Admin Building,  
Mansarovar Metro Depot, Bhrigu Path, Mansarovar,  
Jaipur, Rajasthan, India-302020**



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## **SINGLE STAGE TWO ENVELOPE BIDDING**

### **BID DOCUMENT**

### **VOLUME- 01**

**Notice Inviting Bid (NIB)**

**Instructions to Bid (ITB)**

**Forms of Bid (FOB)**

## **JAIPUR METRO RAIL CORPORATION LTD.**

**Project Directorate, 1<sup>st</sup> Floor, A-Wing, Admin Building,  
Mansarovar Metro Depot, Bhriku Path, Mansarovar,  
Jaipur, Rajasthan, India-302020**





## **JAIPUR METRO RAIL CORPORATION LIMITED**

### **BID DOCUMENTS**

**(International Competitive Bidding)**

### **SINGLE STAGE TWO ENVELOPE BIDDING**

**CONTRACT NO ICB: JP/EW/1C (Underground)/03**

### **VOLUME 1**

### **NOTICE INVITING BID (NIB)**



## NOTICE INVITING BID (NIB)

### 1.1 GENERAL

(open e-Bid)

#### 1.1.1 Name of Work:

Jaipur Metro Rail Corporation (JMRC) Ltd. invites online open e-bids from eligible applicants, who fulfill qualification criteria as stipulated in Clause 1.1.3 of NIB, for the **CONTRACT ICB No.JP/EW/1C(Underground)/03: "Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.** This bid is invited under RTPP Act-2012, and RTPP Rules, 2013 (Compiled up to date).

The complete bid document can be downloaded from the state e-procurement website <https://eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website <https://transport.rajasthan.gov.in/jmrc> and state procurement portal i.e., <https://sppp.rajasthan.gov.in>.

Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used by the bidder to digitally sign the bids before its online submission on E-Proc Portal.

The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in> OR <https://finance.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

The brief scope of the work is provided in Employer's Requirement – Functional (Volume-3).

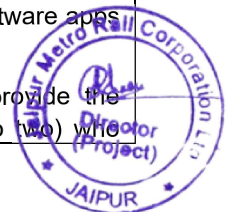


### 1.1.2 Key details:

Approximate cost of work	<b>INR 717.23 Crores (inclusive of GST @18%)</b>
Bid Security <b>(Refundable)</b>	<p>Amount of Bid Security: <b>INR 14.34 Crores (In favour of Jaipur Metro Rail Corporation Limited, payable at Jaipur , Rajasthan)</b></p> <p>Validity of Bid Security in case of BG/FDR/TDR: <b>03.03.2024 (30 Days beyond the Bid Validity Period)</b></p> <p>Bid Security (in original) as per clause C18 of ITB shall be accepted only up to <b>07.08.2023</b> (latest by 15:00 hrs) in the office of the <b>Director Project, Jaipur Metro Rail Corporation Limited</b> at the address mentioned hereinafter.</p> <p>In case of RTGS/NEFT/IMPS/deposit transactions, bidders shall upload the scanned copies of transaction of payment of Bid security including e-receipt (clearly indicating <b>UTR No.</b> and <b>Bid reference</b> i.e CONTRACT ICB No : JP/EW/1C(Underground)/03 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. The detail of bank account of JMRC is mentioned below this table.</p> <p><b>Note:</b> Bidders to note that the payment of Bid security shall be made from the account of bidder only. However, in case of JV/ Consortium, the Bid security can either be paid from JV/Consortium account or one of the constituent member of JV/Consortium.</p> <p>If Bid security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.</p> <p>For further details, clause C18 of ITB may be referred.</p>
Completion period of the Work	<b>40 (Forty) months</b>



Bid documents on sale	<p>From <b>22.06.2023</b> (from <b>10:00 hrs</b>) to <b>06.08.2023</b> (up to <b>18:00 hrs</b>) on e-bidding website <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website <a href="http://transport.rajasthan.gov.in/jmrc">transport.rajasthan.gov.in/jmrc</a> and state procurement portal i.e., <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>. For further information in this regard bidders are advised to contact on <b>+91-141-2822781/ 2822786</b></p>
<p>Cost of Bid documents (Non- Refundable)</p> <p>And</p> <p><b>E-Bidding Processing Fee. (Non- Refundable)</b></p>	<p><b>Cost of Bid Document: INR 70,000/- (inclusive of 18% GST) Non-Refundable</b></p> <p><b>E-Bidding Processing Fee: INR 2,500/- ( Demand Draft in favour of "Managing Director, RISL, Jaipur")</b></p> <p>(Payment of bid document cost/ bid fee and <b>E-Bidding Processing Fee</b> is to be made only by RTGS, NEFT &amp; IMPS. No other mode of payment will be accepted. The details of bank account of JMRC are mentioned below. The bidders are required to upload scanned copies of transaction of payment of bid document cost/bid fee and <b>E-Bidding Fee</b> including e-receipt (clearly indicating <b>UTR No. &amp; bid reference</b> i.e <b>Contract ICB No : JP/EW/1C(Underground)/03</b> must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission, <b>failing which bids shall not be considered and rejected</b>).</p> <p><b>(Copy of GST registration no. to be provided along with Bid document cost/ bid fee and E-Bidding processing Fee)</b></p>
Last date of Seeking Clarifications	<p><b>08.07.2023</b> upto 18:00 hrs.</p> <p>Bidders to note that seeking clarification on the Bid shall be done by sending it either on registered official email id of JMRC i.e. <a href="mailto:jmrc.phase1c.ug@jaipurmetrorail.in">jmrc.phase1c.ug@jaipurmetrorail.in</a> or on e-Bidding portal only. Seeking clarification by fax or post will not be considered.</p> <p>Queries/clarifications from bidders after due date and time shall not be acknowledged.</p>
Pre-bid Meeting	<p><b>10.07.2023</b> at <b>15:00</b> hrs.</p> <p>The Pre-bid meeting shall be conducted in physical mode/ through video conferencing by software apps such as Cisco webex etc.</p> <p>All prospective bidders shall have to provide the details of the person(s) (maximum up to two) who</p>



	will be participating in such virtual meeting at least one day before the meeting (latest by 1100 hrs on <b>08.07.2023</b> ) to the registered official email of JMRC i.e. <b><u>jmrphase1c.ug@jaipurmetrorail.in</u></b> so that link having details such as software, meeting ID, password etc. can be mailed to these persons at least 12 hours before the scheduled virtual pre- bid meeting.
Last date of issuing addendum (if any)	<b>20.07.2023</b>
Date & time of Submission of Bid online	Bid submission start date: <b>21.07.2023</b> (0900 hrs). Bid submission end date: <b>06.08.2023</b> (1800 hrs).
Date & time of opening of Bid online	<b>07.08.2023</b> at 1600 hrs.
Authority for purchase of Bid documents (in case of physical Bids), seeking clarifications and submission of completed Bid documents	<b>Director Project,</b> Jaipur Metro Rail Corporation Ltd., 1st Floor, A-Wing, Admin Building, Bhargu Path, Mansarovar Metro Depot, Mansarovar, Jaipur-302020 <b>Contact; +91-141-2822781 / 2822786</b> <b>E-Mail id: - <u>jmrphase1c.ug@jaipurmetrorail.in</u>;</b>

To facilitate payment of Bid Fee, **E-Bidding Processing Fee** and Bid Security through RTGS, NEFT & IMPS, the details of bank account of JMRC is mentioned below

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC code
ICICI Bank. Branch:-Tilak Marg, C-Scheme, Jaipur.	Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan	Jaipur Metro Rail Corporation  A/C:678605111973	Current	ICIC0006786

### 1.1.3 QUALIFICATION CRITERIA:

#### 1.1.3.1 Eligible Applicants:

- The bids for this work will be considered only from those bidders (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIB. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract. Also, each member shall be individually responsible for its duties as specified in the MOU/JV agreement submitted by the bidder in terms of clause 1.1.3.1 vii d.

Performance of each JV/Consortium partner shall also be judged on quarterly basis. In case, the performance of the partner(s) is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e Part Termination of the contract. In case of part termination of contract, the Performance Security(ies) submitted by the member(s) for their portion of work in contract as per their share in JV/Consortium shall be forfeited and the



scope of the work/duties assigned to the defaulting JV/Consortium member(s) as per the MOU/agreement submitted, may be terminated, however, same may be done by the Employer only if other member(s) of JV/Consortium are ready to complete the entire scope of work. In such a case, remaining works pertaining to the scope of defaulting member of JV, may be completed by other member(s) of JV in the following manner:

- (i) At their own, if they have adequate technical competence to the satisfaction of Employer.
- (ii) By subcontracting such scope of work of defaulting member(s) to technically competent Agency with the consent of Employer & without any financial implication to the Employer. In such cases, the limit of subcontracting the works up to 50% of total scope of work shall not apply.
- (iii) By induction of new member having adequate technical competence and meeting the original bid eligibility conditions, acceptable to the Employer in JV/Consortium replacing the defaulting member(s) & without any financial implication to the Employer. The new member(s) shall be jointly & severally liable for the performance of the whole contract and also shall submit the Performance Security from their bank account for an amount equivalent to the amount of forfeited amount of Performance security of defaulting member.

In case of (i) & (ii) above, forfeited amount of Performance Security(ies) of the defaulting member(s) shall be submitted by other member(s) of the JV/Consortium.

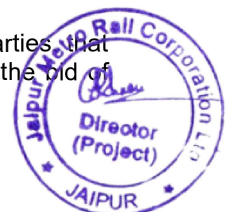
Further, the performance of each of JV/Consortium member may also be specifically stated in the Work experience Certificate / performance Certificates which may be issued to the bidder during or after execution of Work for their Business Development purposes.

In this regard, an undertaking by JV/Consortium members is required to be submitted as per the format **Appendix-6A** of Form of Bid.

- ii. (a) A non-Indian bidder (not restricted as defined in Clause 1.1.3.1 x below) is permitted to bid only in a joint venture or consortium arrangement with Indian contractor, or their wholly owned Indian subsidiary registered in India under Companies Act 2013. In such JV/Consortium, Indian Contractor / Subsidiary regd. in India shall have minimum of 26% participation.
- (b) A bidder shall submit only one bid in the same bidding process, either individually as a bidder or as a partner of a JV/Consortium. A bidder who submits or participates in, more than one bid will cause all of the proposals in which the bidder has participated to be disqualified. No bidder can be a subcontractor while submitting a bid individually or as a partner of a JV/Consortium/Association in the same bidding process. A bidder, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- iii. Bidders shall not have a conflict of interest in the procurement in question as stated in Rule-81 of RTPPR-2013 and the bidding documents.

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

- (a) They have controlling partners in common;
- (b) They receive or have received any direct or indirect subsidy from any of them;
- (c) They have the same legal representative for purposes of the bid;
- (d) They have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;



- (e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
  - (f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.
- iv. The payment of the Bid cost **and E-Bidding Processing Fee** is acceptable from any account. However, Bidder shall submit such transaction details along with their Bid submission on e- **Bidding** portal. If the same transaction reference number has been submitted for more than one bid, all such bids shall be considered ineligible and summarily rejected.
- v(a) JMRC/ Any Other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the Bidder (including any member in case of JV/consortium) as on the date of Bid submission. Further, a bidder debarred under section 46 of Rajasthan Transparency in Public Procurement Act, 2012 shall not be eligible to participate in any procurement process undertaken by JMRC, if debarred by the State Government/JMRC.
- The bidder should submit undertaking to this effect in **Appendix-19** of Form of Bid.
- v(b) Also no contract of the bidder of the value more than 10% of NIB cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by JMRC/ Any Other Metro Organization (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of bid submission) due to non-performance of the bidder or any of JV/Consortium members. The bidder should submit undertaking to this effect in **Appendix- 19** of Form of Bid.
- v(c) The overall performance of the bidder (all members in case of JV/consortium separately) shall be examined for all the ongoing Civil Engineering works awarded by JMRC/ any other Metro Organization (100% owned by Govt.) of value more than 40% of NIB cost of work and also for all the completed Civil Engineering works awarded by JMRC/ any other Metro Organization (100% owned by Govt.) within last one year (from the last day of the previous month of bid submission), of value more than 40% of NIB cost of work, executed either individually or in a JV/Consortium. The bidder shall provide list of all such works in the prescribed Performa given in **Appendix-19A** of the Form of Bid. The bidder (all members in Case of JV/Consortium separately) may either submit satisfactory performance Certificate issued by the Client/ Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (for ongoing works) failing which their bid submission shall not be evaluated and the bidder shall be considered non-responsive and non-compliant to the bid conditions. In case of non-submission of either satisfactory performance Certificate from Client /Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of bidder in terms of Note (b) of **Appendix-19A**. In case of performance certificate issued by the client same should not be older than three months (from the last day of the previous month of bid submission) for on-going works. In case the bidder does not have any work falling in above criteria, his performance will not be judged unsatisfactory.



v(d). Bidder (including any member in case of JV/consortium) for the works awarded by JMRC/ any other Metro Organization (100% owned by Govt.) must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Civil Engineering works of value more than 10% of NIB cost of work, during last three years (from the last day of the previous month of bid submission). The bidder should submit undertaking to this effect in **Appendix-20** of Form of Bid.

v(e). Bidder (any member in case of JV/Consortium) must not have suffered bankruptcy/insolvency during the last five (5) years (from the last day of previous month of bid submission). The bidder should submit undertaking to this effect in **Appendix – 21** of Form of Bid.

v(f). The bidder (each individual member separately in case of JV/Consortium) shall not have total amount of dispute in their pending litigation more than Fifty percent (50%) of the bidder's net worth (each individual member separately in case of JV/Consortium). The bidder (each individual member separately in case of JV/Consortium) shall be examined for all pending litigation from all contracts completed or all ongoing contracts. The bidder (each individual member separately in case of JV/Consortium) shall provide detailed information of all such pending litigations in the prescribed proforma given in **Appendix-27A** of Form of Bid.

The details of all pending litigation shall comprise of all pending arbitration cases and also all pending court cases irrespective of whether these litigations have been initiated by the bidder against their employer/client or by the client/employer against the bidder. The amount of disputes shall also comprise of the entire claim amount and also all counter-claim amount in such arbitration/court cases.

v(g). If the Bidder or any of the constituent JV/Consortium member(s) does not meet the criteria stated in the Appendix-19 or Appendix-19A or Appendix-20 or Appendix-21 or pending litigation criteria as per Clause 1.1.3.1 v(f), the bidder including the constituent JV/Consortium member(s) shall be considered ineligible for participation in bid process and they shall be considered ineligible applicants in terms of Clause 1.1.3.1 of NIB.

vi. If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix- 19, or performance in any of the works reported in the Appendix 19A, or undertaking submitted vide Appendix-20 or Appendix-21 or information submitted in Appendix-27, the same will be considered as "fraudulent practice" under Clause 4.33.1 a (ii) of GCC and the bid submission of such bidders will be rejected besides taking further action as per Clause 4.33.1 (b) & 13.2.1 of GCC.

**vii. LEAD PARTNER/ NON-SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM**

a. Lead partner must be a substantial partner in the JV/Consortium i.e it should have a minimum of 26% participation in the JV/Consortium .Each substantial partner in case of JV/Consortium shall have experience of executing at least one "similar work" of value of minimum 40% of NIB value in last 07 years. The Bidder shall submit details of above works in the Performa of Appendix-17 & 17A of FOB as per Notes to Clause 1.1.3.2.A of NIB.

b. Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partner and their financial soundness shall not be considered for evaluation of



JV/Consortium. In the Bid for Civil work, a Joint Venture / Consortium to qualify, each of its non-substantial partners must have experience of executing at least one civil work of minimum 20% of NIB value in last 07 years. The Bidder shall submit details of above works in the Performa of Appendix-17 & 17A of FOB as per Notes to Clause 1.1.3.2.A of NIB.

- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of bids. In case of changes during bidding stage, the bid shall be treated as non –responsive.
- d. The Bidder, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner particularly with reference to financial, technical and other obligations in the JV agreement/MOU submitted vide foot note (d) of Appendix 6 of Form of Bid, and acceptable to the employer, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at Bid stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' (as the case may be), vide GCC clause 4.33.1 [a (ii) and (iii)] and acted accordingly.

**Note:-** The MOU may stipulate mandatory information to be provided. However, bidder can include additional details/arrangements finalized between the members in this MOU provided these additional details/arrangements should not be in contravention of Employer's interest as per terms and conditions of Contract. Bidder may further note that no separate MOU/JV agreement should be executed for the sake of working arrangement amongst the partners other than the MOU/JV agreement accepted by the Employer.

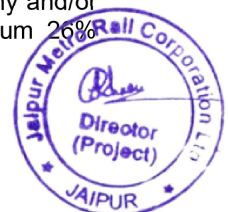
In case, it comes to notice of JMRC either during or even after completion of Work that JV/ Consortium members have either altered / modified the MOU / JV agreement w.r.t. to the MOU submitted at Bidding stage or entered a separate MOU/agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this Bid for which every constituent of the JV/Consortia is liable to be debarred for a period up to three years along with such other legal actions as may be permissible under the law.

The JV/Consortium members shall submit undertaking to this effect in **Appendix-6A** of Form of Bid.

- e. The Employer in such cases, may in its sole discretion take action under clause 4.33.1 (b) of GCC against any member(s) for failure in Bidder's obligation and declare that member(s) of JV/Consortium ineligible for award of any Bid in JMRC or take action to terminate the contract in part or whole under clause 13 of GCC as the situation may demand and recover the cost/damages as provided in contract.

#### **viii. Participation by Subsidiary Company / Parent Company with credential of other Company**

- a) Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in bid as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).



- b) Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies unless the Applicant participates in bid as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).

ix. **DELETED**

x. **Restriction of Bidders from Countries sharing Land Borders with India:**

1. The bidder shall have read the Rule 13 of RTPP Rules, 2013 and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India.
2. Any bidder belonging to or with beneficial ownership from countries sharing land border with India will be eligible to bid as a member of a JV / Consortium only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be Department of Promotion of Industries and Internal Trade under the Ministry of Commerce & Industry, Government of India OR Industries Department of Government of Rajasthan. Political and security clearance from the Ministry of External Affairs and Ministry of Home Affairs respectively, Government of India shall be mandatory. However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.
3. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
4. To ensure availability of raw material or components/sub-assemblies of the finished goods etc. with the bidders, from the vendors sharing land border with India. In this context following shall be applicable:
  - i. A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
  - ii. However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

**Certificate of Compliance**

An undertaking shall be taken from bidders as per **Appendix-27** of FOB, certifying that the bidders fulfill all the requirements contained in the aforesaid clause.

**Definitions:**

**"Bidder"** (including the term 'bidder', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

**"Bidder from a country which shares a land border with India"** means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or



- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**"Beneficial owner"** will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a **controlling ownership interest** or who exercises **control** through other person.

**Explanation—**

**"Controlling ownership interest"** means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

**"Control"** shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (i) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (ii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iii) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (iv) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**"Agent"** is a person employed to do any act for another, or to represent another in dealings with third persons

**1.1.3.2 Minimum Eligibility Criteria:**

**A. Work Experience:** The Bidders will be qualified only if they have successfully completed similar work(s) during last seven years ending last day of the month previous to the month of Bid submission as given below:

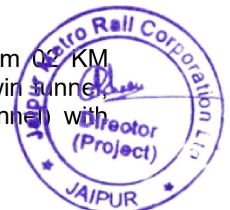
- i. At least one **"similar work"**\* of value of **INR 573.78crore** or more.  
**OR**
- ii. Two **"similar works"**\*each of value of **INR 358.62 crore** or more.  
**OR**
- iii. Three **"similar works"**\*each of value of **INR 286.89 crore** or more.

\*The "Similar works" for this contract shall be either A1 or A2.

**A1. "Tunneling work in urban environment by Shield TBM with finished internal diameter of minimum 5.0 mtr, along with or without underground station(s) (which may/may not include architectural finishing/E&M work) "**

**Additional Work Experience:**

Experience of having completed Tunneling work(s) in urban environment of minimum 02 KM Tunnel length put together from maximum of 03 Works by Shield TBM (in case of twin tunnel, each tunnel shall be counted as a separate Tunnel for calculation of length of tunnel) with



finished internal dia of minimum 5.0 mtr diameter either in Works under A above or any 03 Works irrespective of value of Works.

AND

Experience of having completed at least one work of underground station either in Works under A above or any Work irrespective of value of Work (which may/may not include architectural finishing/E&M Works).

OR

**A2. "Construction of Underground Metro Stations (which may/may not include architectural finishing work/E&M Works) along with or without Tunneling work in urban environment by Shield TBM with finished internal diameter of minimum 5.0 mtr."**

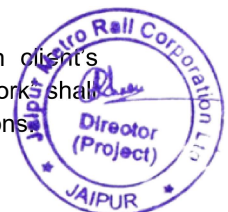
**Additional Work Experience:**

Experience of having completed Tunneling work(s) in urban environment of minimum 02 KM Tunnel length put together from maximum of 03 Works by Shield TBM (in case of twin tunnel, each tunnel shall be counted as a separate Tunnel for calculation of length of tunnel) with finished internal dia of minimum 5.0 mtr diameter either in Works under A above or any 03 Works irrespective of value of Works.

If the bidder is a JV/Consortium having foreign partner(s) and above work(s) have been executed by the foreign partner of JV and the work(s) were done in the country of the foreign partner, then in addition to this the foreign partner must have executed works (which need not be similar in nature) of total put together of value **INR 286.89 Crore** or more outside the country of the foreign partner.

**Notes:**

- a) Work experience of only substantial partner (partner with share of 26% or more in the JV / Consortium) shall be considered for evaluating of JV/Consortium.
- b) The Bidder shall submit details of works executed by them in the Performa prescribed in **Appendix-17 & 17A** of FOB for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.  
  
Any certification or document required to be provided by CA, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online.
- c) Value of successfully completed portion of similar work in any ongoing similar work/ composite work (work involving other than similar work also) up to last day of the month previous to the month of bid submission shall also be considered for qualification of work experience criteria.
- d) For completed works, value of work done shall be updated to last day of the month previous to the month of Bid submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of Bid.
- e) In case of Joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. If the qualifying work(s) were done by them in JV/Consortium having different constituents , then the value of work as per their percentage participation in such JV/Consortium shall be considered.
- f) If the above work(s) i.e. "Similar Work" comprise other than similar works, then client's certificate clearly indicating the amount of similar work done in respect of the "similar work" shall be furnished by the Bidder in support of work experience along-with their Bid submissions.



- g) Only work experience certificate having stamp of Name and Designation of officer along with the Name of client shall be considered for evaluation. However, if any work experience certificate has been issued prior to 01.07.2019, same shall be considered for evaluation even if it is not stamped.
- h) After opening of financial bids, the work experience credentials (work experience certificate along with other documents if any) of L-1 bidder shall be sent for verification and certification to the concerned client(s). In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with Bid Conditions and "Section 46 of RTPPA-2012 shall be taken. The copy of "RTPPA-2012" of Rajasthan Govt. can be downloaded from <https://sppp.rajabsthan.gov.in> of Rajasthan Government.

**B. Financial Standing:** The bidders will be qualified only if they have minimum financial capabilities as below:

- (i) **T1 – Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the balance sheets of the last audited year and/or from the banking reference. Net current assets and/or documents including banking reference (as per proforma given in **Annexure-8 of ITB**), should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **INR 30.77 crores** for this contract, net of applicant's commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or (in case of foreign parties) from an international bank of repute acceptable to JMRC and it should not be more than 3 months old as on date of submission of bids.

In Case of JV/Consortium - Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

Example: Let member-1 has percentage participation=M and member-2 has percentage participation=N.

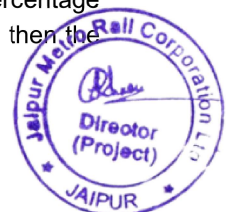
If minimum liquidity required is 'W' then liquidity of member-1  $\geq \frac{W \cdot M}{100}$

and liquidity of member-2  $\geq \frac{W \cdot N}{100}$

- (ii) **T2 - Net Worth:** Net Worth of bidder during last audited financial year should be  $\geq$  **INR 43.08 crores.**

In Case of JV/Consortium - Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation = M and Member-2 has percentage participation =N. Let the Net worth of Member-1 is 'A' and that of Member-2 is 'B', then the Net worth of JV/Consortium will be = (AM+BN)/100



(iii) **T3 - Annual Turnover:** The average annual turnover from construction of last five audited financial years should be **>INR 172.30 Crores.**

In Case of JV/Consortium - The average annual turnover of JV/ Consortium will be based on percentage participation of each member.

Example: Let Member-1 has percentage participation = M and Member-2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV/Consortium will be  $\frac{AM+BN}{100}$

100

**Notes :**

- a) Financial data for latest last five audited financial years has to be submitted by the bidder in **Appendix-18 of FOB** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original with membership number and firm registration number. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certified by Chartered Accountant that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the bid may be considered as non-responsive.
- b) However, the bidder including all substantial members of JV / Consortium should have been incorporated more than three years earlier from the last day of the previous month of bid submission. In this case, for such bidder, the average annual turnover shall be arrived considering 'nil' turnover for the financial year(s) for which bidder was not able to submit audited balance sheet on account of non-incorporation of bidder. Such data shall be divided by 5 to work out the average annual turnover. In case balance sheet of the last year has not been audited so far, then data shall be divided by 4 to work out the average annual turnover.
- c) Any certification or document required to be provided by CA, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online.
- d) Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

**1.1.3.3 Bid Capacity Criteria**

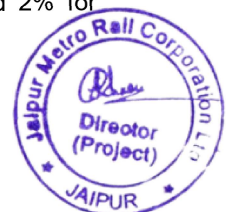
**Bid Capacity:** The bidders will be qualified only if their available bid capacity is more than the approximate cost of work as per NIB. Available bid capacity will be calculated based on the following formula:

$$\text{Available Bid Capacity} = 2 \times A \times N - B$$

Where,

A = Maximum of the value of construction works executed in any one year during the last five financial years (updated to last day of the month previous to the month of bid submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

N = No. of years prescribed for completion of the work



B = Value of existing commitments (as on last day of the month previous to the month of bid submission) for on-going construction works during period of 40 months w.e.f. from the first day of the month of bid submission.

**Notes:**

- a) Financial data for latest last five financial years has to be submitted by the bidder in **Appendix-15 of FOB** along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original with membership number and firm registration number (FRN) and UDIN.
- b) Value of existing commitments for on-going construction works during period of 40 months w.e.f. from the first day of the month of bid submission has to be submitted by the bidder in **Appendix-16 of FOB**. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number and firm registration number (FRN) and UDIN..
- c) In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % participation is not mentioned then equal participation will be assumed.

Example for calculation of bid capacity in case of JV / Consortium / Group

Suppose there are 'P' and 'Q' members of the JV / Consortium / Group with their participation in the JV / Consortium / Group as 70% and 30% respectively and available bid capacity of these members as per above formula individually works out 'X' and 'Y' respectively, then Bid Capacity of JV / Consortium / Group shall be asunder:

Bid Capacity of the JV / Consortium / Group =  $0.7X + 0.3Y$

- d) The bid submission of bidders, who do not qualify the minimum eligibility criteria& bid capacity criteria stipulated in the clauses 1.1.3.2 to 1.1.3.3 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the bidder is qualified as mentioned in sub clause 1.1.3.2 to 1.1.3.3 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of bid prescribed in the ITB.

**1.1.4** The Bid documents consist of:

**Volume 1**

- Notice Inviting Bid (NIB)
- Instructions to Bidders (including Annexures)
- Form of Bid (including Appendices)

**Volume 2**

- General Conditions of Contracts (GCC)
- Special Conditions of Contract (including Schedules) (SCC)
- Condition of Contract on Safety & Health and Environment (SHE)

**Volume 3**

- Employer's Requirements –General
- Employer's Requirements –Functional
- Employer's Requirements –Design
- Employer's Requirements –Construction
- Employer's Requirements –Appendices



**Volume 4**

- Outline Design Specifications for Phase 1C Underground Portion of JMRC
- Outline Construction Specifications for Phase 1C Underground Portion of JMRC Civil Works.
- Technical Specifications Architectural & Finishing Works
- Technical Specification Fire Doors

**Volume 5**

- Bid Drawings

**Volume 6**

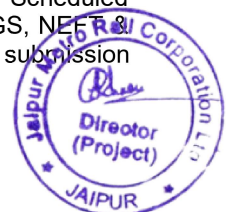
- Bill of Quantities

**Volume 7**

- Geotechnical Investigation Report
- Topographical Survey Report

**Note – wherever the term tender(s)/tenderer(s) is used in this bid document , it shall be read as Bid(s)/Bidder(s).**

- 1.1.5** The contract shall be governed by the documents listed in Para 1.1.4 above along with latest edition of CPWD Specification, IRS Specifications & MORTH Specifications. These may be purchased from the market.
- 1.1.6** The Bidders may obtain further information/ clarification, if any, in respect of these Bid documents from the office **Director Project, Jaipur Metro Rail Corporation Ltd., 1st Floor, A-Wing, Admin Building, Bhargu Path, Mansarovar Metro Depot, Mansarovar, Jaipur-302020, Contact; +91-141-2822781/2822786**
- 1.1.7** All bidders are hereby cautioned that bids containing any material deviation or reservations as described in Clause.4.4 of "Instructions to Bidders" and/or minor deviation without quoting the price of adjustment shall be considered as non-responsive and is liable to be rejected.
- 1.1.8** The intending bidders must be registered on e-bidding portal<https://eproc.rajasthan.gov.in>. Those who are not registered on the e-bidding portal shall be required to get registered beforehand. After registration, the bidder will get user id and password. On login, bidder can participate in bidding process and can witness various activities of the process.
- 1.1.9** The authorized signatory of intending bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The bid document can only be downloaded or uploaded using Class-II or Class-III digital signature. However, the bidder shall upload their bid on <https://eproc.rajasthan.gov.in> using class-II or class-III digital signature of the authorized signatory only. **Training for the bidders on the usage of e-Bidding System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur**
- 1.1.10** Bid submissions shall be done online on <https://eproc.rajasthan.gov.in> after uploading the mandatory scanned documents towards cost of Bid documents such as scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS towards Bid Security/ Bid Fees/ E-Bidding Fee OR Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India or scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS (and other documents as stated in the bid document. Instructions for on-line bid submission are furnished hereinafter.



- 1.1.11** Submission of Bids shall be closed on e-Bidding website <https://eproc.rajasthan.gov.in> at the date & time of submission prescribed in NIB after which no Bid shall be accepted. It shall be the responsibility of the bidder / Bidder to ensure that his Bid is submitted online on e-Bidding website <https://eproc.rajasthan.gov.in> before the deadline of submission. JMRC will not be responsible for non-receipt of Bid documents due to any delay and/or loss etc.

Bids shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of bids and the last date of period of validity of the bid) from the date of submission of Bids and shall be accompanied with a bid security of the requisite amount as per clause C18 of ITB.

- 1.1.12** JMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the JMRC for rejection of his proposal.
- 1.1.13** Bidders are advised to keep in touch with e-Bidding portal <https://eproc.rajasthan.gov.in> for updates.
- 1.1.14** For any queries, Bidders may contact Director Project, Jaipur Metro Rail Corporation Ltd., 1st Floor, A-Wing, Admin Building, Bhriku Path, Mansarovar Metro Depot, Mansarovar, Jaipur-302020, Contact; +91-141-2822781/ 2822786. E-Mail id: - [jmrc.phase1c.ug@jaipurmetrorail.in](mailto:jmrc.phase1c.ug@jaipurmetrorail.in). Procedure for appeals is provided in clause F.7 of ITB. The courts at Jaipur, Rajasthan, India shall have the exclusive jurisdiction to try all disputes arising out of this bid.

**FOR AND ON BEHALF OF CMD, JMRC**  
**Jaipur Metro Rail Corporation Ltd.**



### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the E-Procurement Portal of Rajasthan Government (<https://eproc.rajasthan.gov.in>), using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Rajasthan State Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Rajasthan State Procurement Portal. More information useful for submitting online bids on the Rajasthan State Procurement Portal may be obtained at: <https://eproc.rajasthan.gov.in>.

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the State Public Procurement Portal (URL: <https://eproc.rajasthan.gov.in>; by clicking on the link "**Online bidder Enrolment**" on the Rajasthan State Procurement Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Rajasthan State Procurement Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR BID DOCUMENTS**

- 1) There are various search options built in the Rajasthan State e-Procurement Portal, to facilitate bidders to search active Bids by several parameters. These parameters could include Bid ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for Bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a Bid published on the Rajasthan State Procurement Portal.
- 2) Once the bidders have selected the Bids they are interested in, they may download the required documents / Bid schedules. These Bids can be moved to the respective 'My Bids' folder. This would enable the Rajasthan State e-Procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the Bid document.
- 3) The bidder should make a note of the unique Bid ID assigned to each Bid, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the Bid document before submitting their bids.



- 2) Please go through the Bid advertisement and the Bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid documents and generally, they can be in PDF / XLS formats.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Bidder should try to avoid to the possible extent in making of Pdf files from images. Pdf compressing software tools may be used for reducing size of Pdf files and compressed bid documents may then be cross checked in all respects.

- 4) Bidder should try increasing of JRE memory. To modify the parameter, double click under the "Runtime Parameters" column and type –

-Xms512m - That assigns 512MB memory for the Java.

-Xms1024m - That assigns 1GB memory for the Java.

-Xms2048m - That assigns 2GB memory for the Java.

-Xms3072m - That assigns 3GB memory for the Java, and so on.

Please note, it begins with a minus sign and ends with an m. Also note, there is no blank space between characters.

- 5) Bidder should try using of machine with large RAM (8 GB and above) with good Internet connection/speed.
- 6) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bid document.
- 3) Bidder has to select the payment option as "offline" to pay the Bid fee as applicable and enter details of the instrument.
- 4) Bidder should prepare the Bid Security as per the instructions specified in the Bid document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Bid documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.



- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the Bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded Bid documents become readable only after the Bid opening by the authorized bid openers.
- 8) The uploaded Bid documents become readable only after the Bid opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the Bid document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a Bid or the relevant contact person indicated in the Bid.
- 2) Any queries relating to the process of online bid submission or queries relating to Rajasthan State Procurement Portal in general may be directed to the 24x7 Rajasthan State Procurement Portal Helpdesk.
- 3) For any Technical queries related to Operation of the State E-Procurement Portal-contact e-Procurement Cell, DoIT&C. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 4) Training for the bidders on the usage of e-Bidding System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur





## **JAIPUR METRO RAIL CORPORATION LIMITED**

### **BID DOCUMENTS**

**(International Competitive Bidding)**

**SINGLE STAGE TWO ENVELOPE**

**CONTRACT NO ICB: JP/EW/1C (Underground)/03**

**VOLUME 1**

**INSTRUCTIONS TO BIDDERS (ITB)**



## **INSTRUCTIONS TO BIDDERS**

### **A. General**

#### **A1. General Description of the work**

This contract is for the work **CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

- A1.1 The Scope of Work for this contract is further described in the Employer's Requirements – Functional (Volume 3).
- A1.2 This International Competitive Bid/ Bid is invited under RTPP Act-2012 and RTPP Rules-2013 with latest provisions/amendments complied up to date and JMRC (Jaipur Metro Rail Corporation Limited) is the Procuring Entity.

#### **A2. Source of Funds**

This project is funded by the Government of Rajasthan, India.

#### **A3 Eligible Bidders**

This is an open competitive e-bid and all companies, corporations, partnership firms, consortium or Joint Ventures who are involved in execution of this type of work and those who fulfill the financial soundness and work experience criteria and other requirements laid down in this document are eligible to participate.

#### **A4 Qualification of the Bidder**

- A4.1 The Bidder shall submit a written power of attorney, duly notarized, authorizing the signatory (ies) of the Bidder to commit the bidder along with Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions. In case of partnership, consortium or joint venture, notarized Power of Attorney(s) and Board Resolution(s) for each member of the partnership, consortium or joint venture shall be submitted. In case of Foreign Partners, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Member Countries of Hague convention may submit these documents with “Apostille” stamp. Also in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.
- A4.2 Each Bidder (each member in the case of joint venture or consortium) is required to confirm and declare with his Bidder that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the bid price will not include any such amount. To fulfill this requirement, the bidder (each member in case of JV/Consortium) has to sign the declaration given as **Appendix-11** of FOB. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant, and declare any Contract if already awarded to the Bidder to be null and void.



- A4.3 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Bidder will be an offence under laws of India. Such action will result in the rejection of the Bidder, in addition to other punitive measures.

#### **A5 One Bid per Bidder**

A Bidder shall submit only one bid, either individually as a bidder or as a partner of JV/Consortium. If a bidder who submits or participates in more than one bid, all bids in which the bidder has participated either as sole bidder or member of JV/consortium shall be considered invalid.

#### **A6 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

#### **A7 Site Visits**

- A7.1 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Bid and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Bidder. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the bid documents.
- A7.2 The Bidder and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- A7.3 The Bidder shall note General Conditions of Contract Sub - Clause 4.9 in which it is deemed that the Bidder has taken into account all the factors that may affect his Bid in preparing his offer.

### **B. Bid Documents**

#### **B1 Content of Bid Documents**

- B1.1 The Bid Documents, as listed below, have been prepared for the purpose of inviting bids for and construction of all Permanent and Temporary Works in connection with **CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India** and as more particularly described in these documents.

#### **Volume 1**

- Notice Inviting Bid (NIB)
- Instructions to Bidders (including Annexures) (ITB)
- Form of Bid (including Appendices) (FOB)



**Volume 2**

- General Conditions of Contracts (GCC)
- Special Conditions of Contract (SCC)
- Conditions of contract on Safety & Health and Environment (SHE)

**Volume 3**

- Employer's Requirements– General
- Employer's Requirements – Functional
- Employer's Requirements – Design
- Employer's Requirements – Construction
- Employer's Requirements – Appendices

**Volume 4**

- Outline Design Specifications.
- Outline Construction Specifications
- Technical Specifications Architectural & Finishing Works
- Technical Specification Fire Doors

**Volume 5**

- Bid Drawings

**Volume 6**

- Bill of Quantities

**Volume 7**

- Geotechnical Investigation Report
- Topography Survey Report

B1.2 The Bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Bid documents will be at the Bidder's own risk. Bids that are not substantially responsive to the requirements of the Bid documents will be rejected.

B1.3 The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Bid Documents.

**B2 Content of Supporting Documents**

B2.1 The bid drawings i.e. General Arrangement Drawings are basic alignment drawing and final alignment plans are to be drawn by interfacing with civil works and other system work contractors incorporating the relevant requirements.

B2.2 The Bidder shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed.

B2.3 The Bidder should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.



### **B3 Clarification of Bid Documents**

- B3.1 The Bidder shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Bidder shall inform the Director (Project), JMRC ,forthwith.
- B3.2 Should the Bidder for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Bid, Bid Documents or the extent of detail in the Employer's Requirements, Technical Specifications and Bid Drawings, etc., the Bidder shall seek clarification from the Director (Project), JMRC by uploading the same on JMRC e-bidding portal, not later than the last date of seeking clarification given in the key details of Notice Inviting Bid. Any such clarification, together with all details on which clarification had been sought, will be copied to all Bidders without disclosing the identity of the Bidder seeking clarification.
- B3.3 Except for any such written clarification by the Director (Project), JMRC, which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.
- B3.4 **Correspondence:** All correspondence from JMRC pertaining to this bid till the award of the work with bidder shall be done by Director, Project, JMRC.

### **B4. Amendment to Bid Documents**

- B4.1 During the bid period, the Employer may issue further instructions to Bidders or any modifications to existing bid documents in the form of an addendum. Such an amendment in the form of an addendum will be uploaded on the e-bidding portal <https://eproc.rajasthan.gov.in> within the date given in NIB which shall be available for all the prospective bidders who have purchased the bid document in the bid period. In case of delay beyond the last date of issuing addendum given in NIB, the date of submission, at its sole discretion may be extended by JMRC under Clause D2.6 of ITB.

Without prejudice to the order of preference as specified in Clause 1.5 of General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation to Bid and Bid Documents issued previously. Bidders should download such addenda and consider them in the bid submittal.

- B4.2 The Bidder should note that there might be aspects of his Bid and/or the evaluation documents submitted with the Bidder that will necessitate clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:

- (a) by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Bidder prior to and conditional upon acceptance of the Bid; or
- (b) by the Bidder submitting, at the written request of the Employer, documents which are expressly stated to form part of the Bid, whether requested before or after submission of the documents forming part of the Bid, identified in paragraphs C2.3(a) to C2.3(i) below, and whether as supplements to, or amended versions of such documents.

Save as aforesaid, all such amendments or clarifications shall have contractual effect.



## **C. Preparation of Bids**

### **C1 Language**

Bids and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### **C2. Documents Comprising the Bid**

C2.1 The Bidder shall, on or before the date and time given in the Notice of Invitation to Bid, upload his Bid on e-bidding portal <https://eproc.rajasthan.gov.in> in accordance with the provision in Clause D1 of ITB.

- Technical Package of " **ICB No: JP/EW/1C(Underground)/03.**"
- Financial Package of " **ICB No: JP/EW/1C(Underground)/03**" as per the provisions given in clause C15 below.

Technical Package of this submission shall contain the documents referred to in the subsequent paragraphs C2.2 (a); (b); (c); (d); (e); (f); (g); (h); (i); (j); (k); (l); (m); (n); (o); (p); (q); (r); (s); (t); (u); (v); (w); (x); (y); (z); (aa); (bb); (cc), (dd), (ee) (ff), (gg), (hh), (ii) & (jj) and C2.3 (a); (b); (c); (d); (e); (f); (g); (h); (i); and all Annexures & Appendices of ITB and FOB respectively.

Financial Package shall contain Volume-6 (Bill of Quantity)/ Pricing Document) of the bid documents duly filled in and complete in all respect (see paragraph C10 and C15).

In submission of the Bid (**Bid Fee, E-Bid Processing Fee**, Bid Security, Technical Package and Financial Package), Bidder(s) shall assign person(s) in writing to submit the Bid accompanied by the original of the Bid Security (if Bid Security is to be submitted in form of BG/ FDR/ DD/ Banker's Cheque) which shall be submitted in a separate envelope.

Should any further documents be required pursuant to paragraphs C2.2 (z) and C2.3 (h) below, the Bidder will be instructed by the Employer which Package of the Bidder's submission is to contain such documents.

The Bidder shall ensure that a receipt/acknowledgement is obtained for the submission of his Bid at e-bidding portal <https://eproc.rajasthan.gov.in>. Such receipt/acknowledgement shall be generated by the system after successful uploading of bid submission.

C2.2 The Bidder shall submit, with his Bid, the following documents, duly completed which in the event of acceptance of the Bid, shall form part of the Contract:

- (a) Form of Bid (Without appendices);
- (b) Appendix 1 to the Form of Bid: Requirements under General Conditions of Contract
- (c) Appendix 2 to the Form of Bid: (see paragraph C10, C15 and C23);
- (d) Appendix 3 to the Form of Bid: Outline Quality Plan (see paragraph C4 below);
- (e) Appendix 4 to the Form of Bid: Outline Safety & Health Plan and Outline Environment Plan (see paragraph C5);
- (f) Appendix 5 to the Form of Bid: Contractor's Technical Proposals (see para C6);
- (g) Appendix 6 to the Form of Bid: General Information About the Bidder;
- (h) Appendix 6A to the Form of Bid: undertaking by JV/consortium members;
- (i) Appendix 7 to the Form of Bid: Staffing Schedules and Organisation Chart (see paragraph C12);



- (j) Appendix 8 to the Form of Bid: Schedule of Component manufactured offshore, If no offshore manufacturing is involved, the bidder shall submit 'NIL' in this. (See paragraph C9);
- (k) Appendix 9 to the Form of Bid: Bid Index (See paragraph C23);
- (l) Appendix 10 to the Form of Bid: Resources proposed for the project – plants and equipments
- (m) Appendix 11 to the Form of Bid: Undertaking for corrupt & fraudulent practice;
- (n) Appendix 12 to the Form of Bid: Copyright Undertaking (see paragraph E2)
- (o) Appendix 13 to Form of Bid: The bidder may submit minor deviations in this appendix and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the employer's requirements or in any other bid requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the bid or must write "NIL" in this Appendix. Bidder to note that such minor deviations may or may not be accepted by the employer and the bidder shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in bid conditions. Bidder to see note 1 of Appendix-13 of FOB.
- (p) Appendix 14 to the Form of Bid: Tentative project implementation programme (see paragraph C8).
- (q) Appendix 15 to the Form of Bid: Financial Data (Construction Works Done during the latest last five financial years)
- (r) Appendix 16 to the Form of Bid: Financial Data (Commitment For On-going Works/ works in hand)
- (s) Appendix 17 to the Form of Bid: Construction Work Experience
- (t) Appendix 17A to the Form of Bid: Summary of information provided in Appendix 17.
- (u) Appendix 18 to the Form of Bid: Financial Data as per First Bullet of Notes of NIB Clause 1.1.3.2 B (Financial Standing)
- (v) Appendix 18A to the Form of Bid: Affidavit for Unaudited Balance Sheet as per First Bullet of Notes of NIB Clause 1.1.3.2 B (Financial Standing)
- (w) Appendix 19 and 19A to the Form of Bid: Undertaking as per clause 1.1.3.1 v(a), v(b) & v(c) of NIB.
- (x) Appendix 20 to the Form of Bid: Undertaking for not being penalized in a Contract
- (y) Appendix 21 to the Form of Bid: Undertaking for Financial stability
- (z) Appendix 22 to the Form of Bid: Undertaking for Downloaded Bid Document
- (aa) Appendix 23 to the Form of Bid: Undertaking as per Clause 1.1.3.1 ix (d) of NIB.
- (bb) Appendix 24 to the Form of Bid: Performa for Submission of the List of the Goods, Works & Services Tentatively proposed to be offered with Local Value Addition
- (cc) Appendix 25 to the Form of Bid: Detail of Bank Account for Refund of Bid Security.
- (dd) Appendix 26 to the Form of Bid: Undertaking by the Bidder regarding technical proposal.
- (ee) Appendix 27 to the form of Bid : Undertaking by the Bidder as per Clause 1.1.3.1 x of NIB
- (ff) Appendix 27A to the Form of Bid: Pending Litigation as per Clause 1.1.3.1 v(f) of NIB.
- (gg) Appendix-28: Declaration by the Bidder in compliance of section 7 and 11 of RTPP Act, 2012
- (hh) Appendix-29 to Form of Bid: Mandatory Registrations: EPF, ESIC and Contract Labour License by the bidder firm.
- (ii) Appendix-30 to Form of Bid: Power of Attorney for authorized signatory of bidder firm
- (jj) Any further documents which have been requested in accordance with paragraph B4.2 above.



All original bid documents issued by JMRC are part of Technical Package except the volume containing the Bill of Quantities (BOQ/Pricing Document) which shall be filled and submitted in Financial Package. Bidders should carefully read and note all the conditions and provisions mentioned in original bid documents issued by JMRC and it shall be deemed that all the conditions and provisions of these documents have been included in their bid submission and accepted to them. The bid shall be submitted online by using class-II/III digital signature of the authorised signatory of the bidder.

C2.3 The Bidder shall submit with his Bids the documents that are identified in paragraphs C2.3(a)-C2.3(i) inclusive. Such documents will be used for the purposes of evaluating and analyzing the Bidder but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B 4.1 or B 4.2 above.

- (a) Full details of ownership and control of the Bidder;
- (b) Bid Submission Programme (see paragraph C8);
- (c) Proposed Construction Methods (see paragraph C9);
- (d) Details of works including specialized works if already decided to be sub-contracted (see paragraph **C11**);
- (e) Details of providers of performance guarantees (see paragraph C19);
- (f) Details of Contractor's Equipment (see paragraph C13);
- (g) Proposals for use of Works Areas given to him by submitting the layouts showing fabrication and storage areas (see paragraph C14);
- (h) Any further documents which are requested in writing by Employer before submission of the bid by way of evaluation documents but which are not to form part of the Contract;
- (i) Following information shall be furnished:

(A) Civil Engineering Construction works:

- (i) Extent of participation by each member of the consortium in terms of percentage of the value of the proposed Contract.

Member	% of participation
--------	--------------------

A

B

C

- (ii) The bidder should supply the following information, separately for each member of the consortium.

(a) Maximum value of “similar works (as defined in NIB Clause 1.1.3.2)” executed in any one year during the last 07 years (in Rs. equivalent).

(b) Value of the commitments and on-going works, on an yearly basis, pertaining to Civil Engineering Construction Works, to be completed during the next **40 months** from the first date of the month of the bid submission.



Both (a) and (b) should be updated to price level of last day of the month previous to the month in which the bid is submitted by assuming 2% inflation on foreign currency and 5% on Indian currency. For conversion of foreign currency, please refer clause E5.3 of ITB.

C2.4 The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour cess, octroi, and other levies payable to various authorities. The successful bidder (the contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor.

With the bid submission, the bidder shall submit the proof of GST registration in the state of **Rajasthan** or shall submit an undertaking that he will get registered with GST authorities in the state of **Rajasthan** in case of award of LOA to them.

C2.5 Bidders shall quote all prices as per Clause 11.1.1 of GCC.

C2.6 **The bidders must note the following:**

- a) JMRC project is covered under Project Import 98.01 of Custom Tariff Act according to which only concessional custom duty is payable. The bidder should avail this benefit.

As regards registration under Project Import, after the award of the contract, JMRC at the written request of a contractor shall facilitate the contractor for getting themselves registered for availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with the contractor.

- b) **Change in Taxes/Duty:**

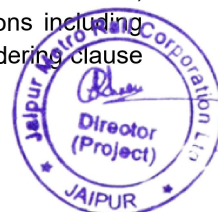
The Contract Price shall be subject to adjustment to take in to account any changes in taxes/duty to the extent stipulated in SCC clause corresponding to Sub-Clause 11.1.4 of GCC read with sub clause 11.1.4 of GCC

- c) GST is included in the contract price. The contractor shall maintain details of SGST/UTGST, IGST & CGST paid to Revenue department of the respective state in which the work is carried out and submit the following: -

- I. Tax Invoice
- II. GSTR-1 return filled with the respective authority or the form of return as amended by the Central/State Government time to time & copy of challans in regard to deposit tax.
- III. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to JMRC project and deposit of due taxes with respective tax authorities.
- IV. Relevant abstract of filled GSTR-1 return showing the details of relevant tax invoice submitted by the contractor.

In view of above, the bidders are advised to quote the price inclusive of all central/state/local taxes, duties, levies, cess and all other incidental charges required to fulfill the bid conditions including statutory deduction viz., TDS towards Income Tax / GST / Labour cess etc. after considering clause C2.4, C2.5 & C2.6 above.

- d) Bid prices shall be quoted in Indian Rupees only.



### **C3 Form of Bid**

The Form of Bidder shall be completed and signed by a duly authorized and empowered representative of the Bidder. If the Bid comprises a partnership, consortium or a joint venture the Form of Bid shall be signed by a person who is duly authorized by each member or participant thereof or by authorized signatory of each member. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

### **C4 Outline Quality Plan**

The Bidder shall submit **Appendix-3** of Forms of Bid to form part of his Bid an Outline Quality Plan illustrating the intended means of compliance with the Employer's Requirements (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document required under Clause 16 of the SCC. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Bidder's quality objectives with regard to the requirements of the Contract.

### **C5 Outline Safety & Health Plan and Outline Environment Plan**

- C5.1 The Bidder shall submit Appendix-4 of Forms of Bid to form part of its Bid an Outline Safety & Health Plan and Outline Environment Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient safety & health and environment procedures. The Outline Safety & Health Plan and Outline Environment Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Safety & Health and Environment as required by the Employer's Requirements (Volume 3) and **Clause 8 & 9 of the SCC**.
- C5.2 The Outline Safety & Health Plan and Outline Environment Plan shall be headed with a formal statement of policy in relation to safety & health and environment and shall be sufficiently informative to define the Bidder's safety plans and set out in summary an adequate basis for the development of the Contract specific Site Safety & Health Plan and Site Environment Plan to be submitted in accordance with **Clause 8 & 9 of the SCC**.
- C5.3 The Bidder may be requested by JMRC in writing to amplify, explain or develop his Outline Safety & Health Plan and Outline Environment Plan prior to the date of acceptance of the Bid and to provide more details with a view to reaching provisional acceptance of such plans.

#### **C5.4 C&D Waste Management and Use of Recycled Products in Jaipur/Rajasthan. -**

Regarding Construction and Demolition(C&D) Waste management and use of recycled products in Jaipur / Rajasthan, the bidders must note that;

- a) They have to devise appropriate measures for management of Construction and Demolition(C&D) Waste generated including its processing and for using the recycled products in the best possible manner. The Bidder shall adhere Construction & Demolition (C&D) Waste Management Rules, 2016 notified by Govt. of India. The bidder should also take note of advisory of Govt. of Rajasthan in combating and mitigating climate change phenomenon and giving high priority to Swachh Bharat Mission of Govt. of India.
- b) Refer Clause No. 52.7.3 of Conditions of contract on Safety & Health and Environment.
- c) Compliance certificate and details of compliance of these conditions shall be submitted by the Contractor along with respective running account bill. The payment of running account bill shall be released by the Engineer's representative after verifying and certifying the same.



- d) The bidder will have the option of getting their C&D waste disposed at recycled plants got installed by JMRC, any of the PMC or other agencies at their option and their own cost. The bidder will also have option of establishing their own plant during the currency of contract within the land allocated for project if establishing such plant is permissible at location of land identified for contract under environmental and other applicable laws/bye laws without any cost to JMRC. During execution of the work, the contractor will have to submit proof of disposal of C&D waste at any of such C&D waste recycling plants along with each RA bill.
- e) In case C&D waste recycling plant is not available the C&D waste shall be disposed of in accordance with Clause No. 52.7.3.12 of Conditions of contract on Safety & Health and Environment.

#### **C6 Bidder's Technical Proposals**

- C6.1 The Bidder shall submit as **Appendix-5** of FOB to form part of its Bid, the Bidder's Technical Proposals as described in Clause C2, and Annexure 1 of this ITB.
- C6.2 The Bidder shall be required to amplify, explain and develop the Contractor's Technical Proposals in substantially greater detail during the bid evaluation period such that they may be confirmed as complying clearly with the Employer's Requirements (Volume 3) and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the Contractor's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming, will form part of the Contract.

#### **C7. Designer**

- C7.1 The Bidder should note the requirements of warranties and obligations contained in Clause 5.2 of GCC.
- C7.2 The design of the temporary Works shall be undertaken by a designer (the Designer) who has experience in the design of temporary works. During execution of work, if at any stage the performance of approved DDC is not found satisfactory, the contractor shall change the DDC with prior permission of JMRC. The designer will certify the temporary works design and as built drawings, if this work is to be carried out by others and he will do regular inspection of the works to confirm that the construction complies with the intent of the design.

#### **C8. Bid Programme**

- C8.1 The Bidder shall submit with his Bid as **Appendix 14** of FOB, a Bid Programme which shall indicate how the Bidder intends to organize and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Bid Programme are set out in **Annexure-2** to these Instructions to Bidders.
- C8.2 The Bid Programme shall be prepared in terms of **weeks** from the Date given in Letter of Acceptance or Employer's Notice to Proceed.
- C8.3 The Bid Programme shall not in any event be construed as a submission of the Works Programme under Clause 7 of the SCC.

#### **C9 Manufacture, Installation and Construction Methods**

- C9.1 The Bidder shall submit with his Bid, the methods by which the Bidder intends to construct the Works, whether on the Site, off-site but in India, or offshore. The construction methods to be employed will be analyzed during bid evaluation and their descriptions shall be in sufficient detail to allow a full appreciation of the Bidder's proposals in relation to all aspects of the Works. Details shall be given of the locations and arrangements for offshore work, the facilities available and any undertaking from others which the Bidder has in such matters.



## **C9.2 Maintenance**

- C9.2.1 The Contractor shall be responsible for maintaining the Works until final hand over to the Employer and for the provision of relevant maintenance manuals and drawings.
- C9.2.2 The Contractor shall be responsible for making good any and all defects of materials and workmanship, in the Works for the period stated in the General Conditions of Contract
- C9.2.3 The Contractor shall be responsible for the security of the Site during the construction phase of the Contract, until the issuance of a Taking-Over Certificate.

## **C10. Payment Schedule:**

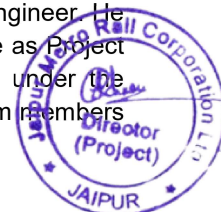
The payment for items given in Bill of Quantity (Volume 6) shall be made on the basis of actually executed quantities.

## **C11. Sub-Contracts**

- C11.1 Sub-contracting, excluding design work shall be generally limited to 50% of the Contract price. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the Contractor.
- C11.2 For sub-contracts exceeding Rs.5 million, it will be obligatory for the Contractor to obtain a Notice of No Objection from the Engineer to the identity of the sub-contractor. The value of each sub-contract shall be provided by the Contractor to the Engineer. The Contractor shall certify that the cumulative value of the sub-contracts (including those up to Rs. 5 million each) awarded is within the aforesaid 50% limit. In this regard the Bidder's attention is invited to Clause 4 of SCC.
- C11.3 The Terms and Conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the contract price.

## **C12. Staffing Schedule and Related Details**

- C12.1 The Bidder shall submit with his Bid (**Appendix-7** of Form of Bid) a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists for this work. Details shall be included for all such personnel whether directly employed or engaged on a consultancy or advisory basis and whether associated with the design or the construction of the Works. The submission shall include a provisional management structure and organization chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the **Annexure 3 and Annexure 4** of ITB.
- C12.2 The Bidder shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.
- C12.3 The key staff for execution of this work shall be from that member of the JV/Consortia who has the experience of similar work and on whose experience the JV/Consortia qualifies the criteria of work experience. If the JV qualifies on the credentials of work eligibility by the foreign partner, then the Project Manager deployed shall be an expatriate having minimum 15 years of total experience out of which 05 years should be in projects of similar nature as mentioned in **Annexure-3 & Annexure- 4** of ITB. The Project Manager must be involved actively in the project execution. He will be required to attend all meetings/inspections conducted by JMRC officials or Its Engineer. He must take prior permission from JMRC's Engineer for obtaining leave during his tenure as Project Manager. In case the JV do not follow these instructions, action shall be initiated under the conditions of contract to impose penalty or to terminate the contract. The JV/Consortium members shall submit undertaking to this effect in Appendix-6A of Form of Bid.



In case the successful bidder is a JV/Consortium having a foreign partner and if the experience of civil works for the purpose of qualifying the minimum eligibility criteria is fulfilled by the foreign partner then the foreign partner shall submit an additional Bank Guarantee (In addition of performance security) of an amount equal to 1% of the contract value as per LOA for the fulfillment of the condition of deployment of key staff and the expatriate Project Manager for the project.

The foreign partner shall submit bank guarantee from their respective bank account. Bank guarantee executed from the bank accounts of JV/Consortium or any other bank account shall not be accepted.

This bank guarantee shall be valid upto the completion period of the contract and shall be from Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the contract price is payable. This Bank Guarantee shall be furnished to the employer within 30 (thirty) days of receipt of the Letter of Acceptance. The form of this Bank Guarantee provided in **Annexure-7A** of ITB.

### **C13. Contractor's Equipment**

**C13.1** The contractor shall deploy plants and equipment required to complete the work as per the schedule and within the completion period with minimum of numbers given in **Annexure-5** of ITB.

### **C14. Proposals for Use of Work Areas**

**C14.1** The Bidder shall note the requirements of the Land Acquisition, Rehabilitation and Resettlement Act, 2013.

**C14.2** The Bidder shall note the provision contained in Employer's Requirements.

**C14.3** The Bidder is to note that the Contractor will be fully responsible for the provision of all utility services like water, electricity, sewerage etc necessary for the construction and completion of the Works.

### **C15. Pricing Document**

**C15.1** The Pricing Document is included in Bill of Quantities; Volume 6. The Bidder shall complete the Pricing Document in accordance with the instructions given in Bill of Quantity/Pricing Document.

The completed Pricing Document including price of minor deviations in **Annexure-13A** of BOQ for such deviation as mentioned in **Appendix-13** of FOB shall be submitted.

**C15.2** The price of each such minor deviation will be the price which the bidder agrees to offer to the employer from his quoted offer in BOQ if deviation is agreed by the employer. Any such deviation without a price shall not be considered and will be treated as withdrawn by the bidder. Any other deviation mentioned anywhere in the submission other than in **Appendix-13** of FOB shall be considered as if mentioned inadvertently by the bidder and shall be considered as withdrawn without any confirmation from the bidder.

**C15.3** The Bidder is to note the S.No. (iv) of **Appendix-1 of FOB** for Liquidated Damage for delay in completion of the work.

### **C16. Currencies of Bid and Payment**

**C16.1** The Bidder shall give his priced offer for BOQ in Indian Rupees Only.



#### **C17.Bid Validity**

The Bid shall be valid for a period of **180 days** from the latest Date of Submission of Bids. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of extension.

#### **C18.Bid Fee/Bid document cost and Bid Security**

##### **C18.1.1 Bid fee/ bid document cost:**

The instrument type for payment of Bid fee/Bid document cost and E-Bid fee is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of Bank account of JMRC to facilitate the payment is mentioned at C18.1.4 below. The bidders will be required to upload scanned copies of transaction of payment of Bid fee/Bid document cost and E-Bid including e-receipt (clearly indicating UTR No. and Bid reference i.e. **Contract ICB No.JP/EW/1C (Underground)/03** must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. No copies of transaction of payment are required to be sent to the office of JMRC.

**Note: The payment of the Bid cost is acceptable from any account. However, bidder shall submit such transaction details along with their Bid submission on e-procurement portal before due date. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected.**

##### **C18.1.2 Deleted.**

##### **C18.1.3 Bid security:**

(1) In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of

Procurement put to bid. In case of Small-Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

[(2) In lieu of bid security, a bid securing declaration in the form provided in annexure 6 B of ITB shall be submitted with the sealed bid by the following category of Bidders.

(i) Departments/Boards of the State Government or Central Government;

(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;

(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;

(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government; or]



(3) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.

(4) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

(5) The instrument type for payment of bid security for bids having NIB value greater than Rs.10.00 crores can be done by Demand Draft, Banker's Cheque, Fixed Deposit Receipt (FDR), Bank Guarantee, RTGS, NEFT & IMPS deposit.

a) In case of RTGS/NEFT & IMPS deposit transactions, bidders will be required to upload the scanned copies of transaction of payment of bid security at the time of online bid submission. No copies of transaction of payment are required to be sent to the office of JMRC. The detail of Bank account of JMRC to facilitate the payment is mentioned at C18.1.4 below.

**Note: Bidders to note that the payment of bid security shall be made from the account of bidder only. However, in case of JV/ Consortium, the bid security can either be paid from JV/Consortium account or one of the constituent member of JV/Consortium.**

**If bid security has been made form other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.**

b) In case of submission of bid security in one of the following forms, "Original" is to be submitted in the office of JMRC within due date and time of submission as mentioned in clause 1.1.2 of NIB.

(i) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in **Annexure-6** to Instruction to Bidders (ITB).

(ii) Demand Draft / Pay Order / Bank Draft in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur from a Scheduled Commercial bank based in India,

(iii) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of "Jaipur Metro Rail Corporation Ltd."

The Bid Security shall remain valid up to the date specified under the Clause 1.1.2 (key details) of NIB.

In case of JV/Consortium the bid security shall be either in the name of JV/Consortium or in the name of any of the constituent substantial member. In case the Bank Guarantee / FDR is submitted in the name of any of the constituent substantial member then, the bidder shall also submit undertaking as per **Annexure-6A of ITB**. The Bid Security shall remain valid up to the date specified under the Clause 1.1.2 (key details) of NIB. The bid security shall be submitted in a sealed envelope clearly marked on top **"Bid Security for Contract ICB No.JP/EW/1C (Underground)/03.**



C18.1.4 To facilitate payment of Bid Fee and Bid Security through RTGS, NEFT & IMPS deposit, the details of bank account of JMRC is mentioned below:

Name of Bank	Bank's Address	Account Name &No.	Account Type	IFSC code
ICICI Bank. Branch:-Tilak Marg, C-Scheme, Jaipur.	Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan	Jaipur Metro Rail Corporation. A/C:678605111973	Current	ICIC0006786

Offers submitted without the Bid Security or with invalid Bid Security shall be rejected outright.

C18.2 If an acceptable Bid Security is not submitted by a bidder as mentioned above, then bid(s) of such bidder(s) shall be rejected considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on bid security.

C18.3 The Bid Security of the successful Bidder shall be returned upon the execution of the Contract and on the receipt by the Employer of the Performance Security in accordance with Sub-Clause 4.2 of the GCC.

C18.4 **The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security (Rule-42(10) of RTPPR-2013).** required to submit **Appendix-25** for refund of Bid Security, if the same has been submitted in the form of Demand Draft/ Banker's Cheque or by RTGS/ NEFT/ IMPS deposit.

C18.5 The Bid Security shall be forfeited: **(Rule-42(11) of RTPPR-2013)**

- (a) **when the bidder withdraws or modifies its bid after opening of bids; or**
- (b) if the Bidder does not accept the correction of his Bid price, pursuant to Sub-paragraph E 5.2 below;
- (c) if the successful Bidder refuses or neglects to execute the Contract **after issue of LOA** or fails to furnish the required Performance Security **or fails to commence the work** within the time specified by the Employer.
- (d) However, if the Bidder withdraws his Bid after opening of his financial package (in two package system) during the period of validity of his Bid or breaches any provision of code of integrity prescribed for bidders specified in the RTPP-Act-2012 and Chapter VI of RTPP rules, 2013, or in case of (c) above, beside forfeiture of Bid security, the bidder shall not only be debarred from participating in the re-Bid of same work but also will be debarred from participating in any Bid of JMRC for a period of **three** year from the date of withdrawal of his Bid or from date of issue of letter of annulment of LOA, as the case may be.

#### **C19. Performance Guarantee, Undertaking and Warranties**

**Please refer clause 3 of S.C.C. and Rule 75 & 75A of RTPPR-2013.**



**C20. Labour**

The Bidder's attention is especially drawn to Clause 6 of the GCC in relation to the responsibility of the Contractor for obtaining an adequate supply of labour, their Rates, Wages and Conditions.

**C21. Other Contractors**

The Bidder's attention is drawn to the requirement that access to the Site or parts of the Site will, from time to time, have to be shared with other contractors carrying out works on, or in the vicinity of the Site.

**C22. Insurance**

The Bidder's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract.

**C23. Bid Index**

The Bidder shall include with his Bid an index which cross refers all of the Employer's bid requirements elaborated in these documents to all the individual sections within **CONTRACT ICB No: JP/EW/1C(Underground)/03** Technical Package and **CONTRACT ICB No: JP/EW/1C(Underground)/03** Financial Package which the Bidder intends to be the responses to each and every one of those requirements.

**C24. Pre-Bid Meeting**

C24.1 A Pre-Bid meeting shall be held on the date and location given in the Key details of NIB.

C24.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C24.3 The bidder is requested to submit any question in writing or by facsimile, to reach the Employer not later than the last date of seeking clarification as mentioned in key details of NIB.

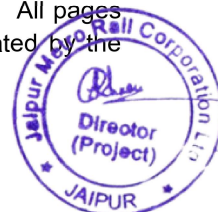
C24.4 The text of the questions raised by all the bidder and the responses given will be transmitted without delay to all purchasers of the Bidder Documents. Any modification of the Bidder Documents listed in paragraph B1 which may become necessary as a result of the Pre-Bidder meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B4.

C24.5 Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder.

**C25 Format and Signing of Bid**

C25.1 The Bidder shall prepare and submit their bid comprising of (but not limited to) documents described in paragraph C2 of these Instructions.

C25.2 All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons duly authorized to sign on behalf of the Bidder before scanning and uploading (in .pdf format),, pursuant to sub-paragraphs A4.1, as the case may be. All pages of the Bid, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the Bid.



C25.3 Documents submitted in Bid submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed and dated by the person or persons signing the Bid before scanning and uploading/submitting.

**C26. Pricing of Conditions, Qualifications, Deviations etc.**

C26.1 The bidder should submit his bid which conforms to the bid documents without material deviation(s) or reservation(s). Where, however, the bidder gives his offer subject to certain conditions, qualifications, deviations etc., and the bidder shall provide such details in the format prescribed in **Appendix-13** of FOB and price schedule for unqualified withdrawal corresponding these deviation(s) shall separately be furnished in the format prescribed in **Annexure-13A** of BOQ . Bids not accompanied by such price schedule shall be considered as deviation(s)/conditions are withdrawn.

C26.2 Bidders shall note that except for deviation(s) listed in **Appendix-13** of FOB, the bid shall be deemed to comply with all requirements in the bid documents without any extra cost to the Employer irrespective of any mention to contrary, anywhere else in the bid document.

**D. Submission of Bids**

D1 The bidder shall submit their bid on-line on e-bidding website specified under the Clause 1.1.2 (key details) of NIB.

D1.1 Only Bid Security of format stated in clause C 18.1.3 (b) shall be submitted in originals (in physical form) as described below:

D1.2 The bidders will be required to upload scanned copies of transaction of payment of bid fee/bid document cost **and E-Bidding processing fee** at the time of online bid submission and No copies of transaction of payment are required to sent to the office of Director (Project)/, **JMRC**.

D1.3 The bidder shall seal the Bid Security of format stated in clause C 18.1.3 (b) in an envelope, bearing the following identification for Bid Security:

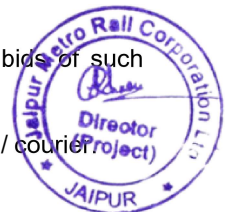
**BID SECURITY” Bid Reference No: CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, Water supply, Sanitary installations and Drainage works at Jaipur, Rajasthan, and submit the same before date and time of submission of bid mentioned in NIB at the address mentioned below. The bidder shall mention his Name and address on above envelope also.**

**The Director Project,  
Jaipur Metro Rail Corporation Ltd.,  
1st Floor, A-Wing, Admin Building,  
Mansarovar Metro Depot, Bhriгу Path,  
Mansarovar, Jaipur-302020**

D1.4 It shall be the responsibility of the bidder to ensure that the envelope containing ‘**Bid Security**’ is submitted to the office of **the Director (Project) /JMRC** at above-mentioned address before the prescribed dead line.

D1.5 ‘**Bid Security**’ submitted after due date and time shall not be accepted and online bids of such bidders shall liable to be rejected summarily.

D1.6 JMRC will not be responsible for delay, loss or non receipt of ‘Bid Security’ sent by post / courier.



- D1.7 JMRC shall not be responsible for 'Bid Security 'delivered to any other place / person in JMRC (like Tapal / DAK section etc) other than the designated officer and does not reach the designated officer before the dead line for submission.
- D1.8 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **D2 Late or Delayed Bidders**

- D2.1 Bidders have to be uploaded on e-bidding portal <https://eproc.rajabsthan.gov.in> before the due date and time of Bid submission. The Bid security shall be submitted to the office of Jaipur Metro Rail Corporation Ltd.', at Jaipur, Rajasthan. It shall be the responsibility of the bidder to ensure that his Bid security reaches the designated officer before the dead line for submission.
- D2.2 JMRC will not be responsible for any delay, Internet connection failure or any error in uploading the bid submission. The bidders are advised to upload their submissions well before the due date and time of bid submission to avoid any problems and last minute rush.
- D2.3. Submission of Bids shall be closed on e-bidding website <https://eproc.rajabsthan.gov.in> at the date & time of submission prescribed in NIB after which no bid shall be accepted. "Bid Security" submitted after due date and time shall not be accepted and online bids of such bidders shall liable to be rejected summarily.
- D2.4. JMRC will not be responsible for delay, loss or non-receipt of "Bid Security" sent by post / courier.
- D2.5. JMRC shall not be responsible for "Bid Security" delivered to any other place / person in JMRC (like Tapal / DAK section , etc.) other than the designated officer and does not reach the designated officer before the dead line for submission.
- D2.6. The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with paragraph B4, in which case all rights and obligations of the Employer and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **D3 Modification, Substitution and Withdrawal of Bids**

- D3.1 Except where expressly permitted by these Instructions, the Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Bidder with or as part of his Bids.
- D3.2. No Bid shall be allowed to be modified by the Bidder after the deadline for submission of Bids.
- D3.3. The Bid submitted online will be taken as a final bid.
- D3.4. Withdrawal of a Bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bidder shall result in the forfeiture of the Bid Security.



## **E. Bid Opening and Evaluation**

### **E1 Bid Opening**

- E1.1 The Employer will, keeping in view the Rule 63 & 65 of RPPP Rules 2013 complied up to date, will carry out technical evaluation of submitted technical proposals to determine that the bidder has a full comprehension of the work of the contract. Where a Bidder's technical submittal has a major inadequacy, his Bid will be considered to be non-compliant and will be rejected. Envelopes containing “Bid Security” of format stated in clause **C 18.1.3 (b)** will be opened first. Bids of those bidders who have not submitted valid “Bid Security” shall be considered as non-responsive and liable to be rejected summarily.
- E1.2. The bids shall be opened online by the opening committee on due date and time of bid opening. On opening of the Bid, JMRC will first check the bid cost, **E-Bidding processing Fee** and bid security through online mode by cross verifying with the hard copy submitted or with the details of online transaction.
- E1.3. The Technical Package of all bidders who have submitted a valid Bid security, **E-Bid Processing Fee** and cost of Bid document shall be opened in the presence of representatives of bidders who choose to attend on date & time as mentioned in Bid document in the office of **the Director, Project, JMRC at Jaipur**. Bidders may visit e-procurement web-site <https://eproc.rajabsthan.gov.in> to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Bid of any bidder who has not complied with one or more of the foregoing instructions may not be considered.
- E1.4. The bidders name, details of the bid security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of bid opening.
- E1.5 The Financial Package(s) which bidder(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those bidders whose submissions are found substantially responsive and technically compliant as per clause E4 of ITB will be opened. The time of opening of financial package shall be informed through website only. Bidder can visit to JMRC e-procurement website <https://eproc.rajabsthan.gov.in> for further information.

### **E2. Confidentiality of Bid Information and Copyright**

- E2.1 Except the public opening of bids, information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- E2.2.1 Any effort by a bidder to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning award of contract, may result in the rejection of the bidders bid.
- E2.2.2 Notwithstanding Clause E2.2.1, from the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing to JMRC.



### **E3 Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with paragraph E5

### **E4 Evaluation of Bids**

Bid Security and Technical packages will first be evaluated which will cover following:

**E4.1 General Evaluation:** First of all it will be determined whether each bid is accompanied with the valid bid security i.e. the required amount and in an acceptable form. Bids not accompanied with the valid bid security shall be rejected and may not be evaluated further. Other aspects of general evaluation will be done as per Clause 1.1.3 of NIB and clauses A4.1, A4.2, A4.3 and A5 of ITB.

**E4.2 Evaluation of minimum eligibility criteria** – This evaluation will be done to check if the bidder qualifies the minimum eligibility criteria of “Work Experience”, “Financial Standing” as laid down in Clause 1.1.3.2 of NIB and “Bid Capacity” criteria as laid down in Clause 1.1.3.3 of NIB. Bidders, which do not qualify in any of the minimum eligibility criteria or bid capacity criteria, shall not be considered for further evaluation and shall be rejected.

In case of mismatch in financial data in the submitted documents i.e. in Chartered Accountant certified documents and data in audited balance sheet, the data from the audited balance sheets shall prevail.

### **E4.3 Evaluation of Responsiveness**

The employer will determine whether each bid is substantially responsive to the requirements of the Bid Documents i.e. it conforms to all terms, conditions and specifications of the bid document. In case of any inconformity, the bid shall be disqualified and rejected.

### **E4.4 Evaluation of Material deviation or reservation**

Each bid shall be evaluated for any material deviation or reservation. Material deviation or reservation is one:

- which contains unauthorized changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for Pre-qualification (Applicable in case of Pre-qualified bids only); or
- which contains any deviation in bid security with regards to amount, validity, form and format; or
- which affects in any substantial way, the scope, quality or performance of the works; or
- which limits in any substantial way, is inconsistent with the Bid Documents, the Employer’s right or the Bidder’s obligations under the Contract; or
- whose rectification would affect unfairly the competitive position of other bidders presenting responsive bids; or

Bidder having any material deviation or reservation shall be disqualified and rejected.

### **E4.5 Evaluation of qualifying conditions**

A bid containing any qualification which

- seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the contractor in the Bid Documents; or.



- include a deviation from the Bid Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- fail to submit a workable methodology and programme to suit the local conditions; or
- fail to commit to the date specified for the completion of the Works, will be deemed non-conforming and shall be rejected.

**E4.6 Evaluation of Technical Proposal & other technical data: (Rule-63 of RTPPR -2013)**

E4.6.1 The Employer will evaluate the technical suitability and acceptability of the proposals as per the employer's requirements. The evaluation shall be based on the documents submitted as per clause C-2.2&C-2.3 and bid security as per clause C-18 of ITB.

E4.6.2 Where a bidder's technical submittal has major inadequacies his bid will be considered to be non-compliant and will be rejected.

**E4.7** Bids not considered substantially responsive and not full-filling the requirements of the bid document as evaluated as per item E4.1 to E4.6 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**E4.8** If any bid is rejected, pursuant to paragraph E4.7 above, the Financial Package of such bidder shall not be opened.

**E4.9** The decision of the Employer as to which of the bids are not substantially responsive shall be final.

**E5. Evaluation of Financial Proposals (Rule-65 of RTPPR-2013)**

E5.1.1 All technically acceptable bids will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Bidders regarding opening of the financial proposal, such bidders may witness the financial opening. The financial proposal(s) will then be opened online through website. Bidders can also check financial proposal of other bids online.

E5.1.2 The evaluation of Financial Proposals by the Employer will take into account, in addition to the bid amounts, the following factors:

- a) Arithmetical errors corrected by the Employer
- b) Such other factors of administrative nature as the Employer may consider to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

E5.1.3 Offers, deviations and other factors, which are in excess of the requirements of the bid documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in bid evaluation.

E5.1.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in bid evaluation.

E5.1.5 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.



## **E5.2 Correction of Errors (Rule-64 of RTPPR-2013)**

**E5.2.1** Bids determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a) If there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern; and
- b) if there is a discrepancy in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between amounts in figures and in words, the amount in words will govern in case of physical form of bidding unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above. However, in case of e-bidding, amount in figures will govern: and

**E5.2.2** If a Bidder does not accept the correction of errors as outlined above, his Bid will be rejected and the Bid security shall be forfeited.

## **E5.3 Comparison of Bids**

Bids will be compared in **Indian Rupees** only.

**E5.4** If any change in the Employer's Requirements is considered necessary during technical evaluation, the bidders who meet the requirements of paragraph A3 and A5, and whose technical offers are found to be substantially responsive in accordance with paragraph E4, will be given an opportunity to revise their financial package (Applicable in case of physical form of bidding.)

**E5.5** For the purpose of comparative evaluation of bids received, the sum total of following shall be considered:-

- (i) The amount quoted as lump sum by the bidder for the given schedule-A, and
- (ii) The total amount worked out from the quoted percentage (above/below/at par) by the bidder for the given Schedule-B & C.

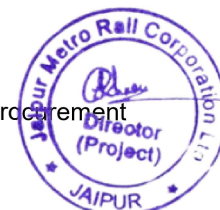
The total value of above thus obtained in equivalent INR shall be compared amongst various bidders to determine the lowest evaluated bid. Provision of clause 1.2.1 (ix) of NIB shall also be considered for financial evaluation.

**E5.6** If the lowest bidder as evaluated as per E5.5 has given some minor deviations then the Employer has right to accept some or all such minor deviation and the offer of the lowest will be reduced by the price of such accepted deviations.

**E5.7** The Employer reserves the right to accept or reject any variation, deviation. Variations, deviations and other factors which are in excess of the requirements of the Bid Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.

## **E6 Indigenisation**

**E6.1** Bidders are encouraged to involve domestic firms in the Contract organization and procurement processes.



## **F Award of Contract (Rule-70 of RTPPR-2013)**

### **F1 Award**

F1.1 Subject to paragraph F2, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive and compliant to the requirements contained in the Bid Documents as per paragraph E4 and who has offered the Lowest Evaluated Bid Price as per paragraph E5.5. Subjected to Section 15 of RTPP Act and Rule 69 of RTPP Rules the procuring entity reserves the right to negotiate with the lowest bidder.

### **F2 Employer's Right to Accept any Bid and to Reject any or all Bids**

- F2.1 The Employer is not bound to accept the lowest or any bid and may at any time by notice in writing to the Bidders terminate the bidding process.
- F2.2 The Bidder should note in particular that without prejudice to the Employer's other rights under the Contract and the Bid Security, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Bid is accepted but the Bidder fails to submit the **required Performance Security or Additional Performance Security (As per Rule-75 & 75A of RTPPR-2013)** or other specified documents or fails to execute the Contract Agreement as per clause F4 (**Rule-76 of RTPPR-2013**).

### **F3 Notification of Award (Rule-70 of RTPPR-2013)**

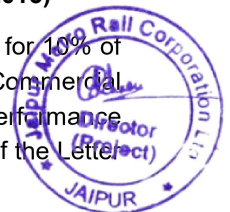
- F3.1 Prior to the expiry of the period of bid validity prescribed by the Employer, the Employer will notify the successful Bidder online that his bid has been accepted. The letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the employer from the unsuccessful bidders.
- F3.2 The Letter of Acceptance will constitute a part of the contract.
- F3.3 Upon "Letter of acceptance" being signed and returned by the successful Bidder as per Clause F3.1, the employer will promptly notify the unsuccessful Bidders and discharge / return their bid securities. (Rule-42 of RTPPR-2013)

### **F4 Signing of Agreement**

The Bidder should note that in the event of acceptance of the Bid, the Bidder will be required to execute the Contract Agreement in the form specified in Special Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 30 days of submission of Performance Security or 60 days from the date of issue of the Letter of Acceptance whichever is later.

### **F5 Performance Security & Additional Performance Security (Rule-75 & 75A of RTPPR-2013)**

- F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for 10% of the Contract Price from the Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer within 30 (thirty) days **from date of issue** of the Letter of Acceptance. The form of Performance Security is provided in **Annexure-7 of ITB**.



The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:

- (a) Irrevocable bank guarantee in the prescribed format, given in Annexure-7 of ITB, issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

ICICI BANK LTD; Jaipur Metro Rail Corporation.  
Branch:-Tilak Marg, C-Scheme, Jaipur.  
Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan.  
A/C:678605111973  
IFSC: ICIC0006786

The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.

- (b) Bank Draft in favour of Jaipur Metro Rail Corporation Ltd. payable at Jaipur from a Scheduled Commercial Bank based in India.
- (c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post offices based in India duly pledged/lien in favour of Jaipur Metro Rail Corporation Ltd.

This FDR shall be in the name of the contractor and JMRC and the contractor cannot encash/pre-mature this FDR without the discharge letter/NOC/approval of JMRC. Also, JMRC can encash this FDR without the approval of the contractor in case of non-compliance of terms of the contract. The confirmation of the same will invariably be sent by the issuing bank directly to JMRC as per the format of Annexure-7B.

In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV / Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV / Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their scope of work is also acceptable.

#### **F 5.1.1 Performance Security (As per Rule 75 of RTPPR, 2013).-**

(1) Performance security shall not be solicited from the following categories of successful bidders

- (j) Departments/Boards of the State Government or Central Government;
- (i) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
- (ii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
- (iii) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government; or
- (iv) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.

However, a Performance Security Declaration shall be submitted by them as per annexure 7D of ITB. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.



(2) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

[(2A) Notwithstanding anything contained in sub-rule (2) of rule 75 of RTPPR, 2013, where the State Government being of the opinion that there exist grave situations such as natural calamity or Pandemic or Epidemic diseases or floods etc. in which the economy is adversely affected, the State Government may, by order, direct the procurement entity to reduce the performance security taken in case of existing contracts of ongoing projects, from such date and on such conditions as may be specified in the order.]

**F5.1.2 Additional Performance Security (As per Rule 75 A of RTPPR, 2013):** -In addition to Performance Security as specified in rule 75 of RTPPR-2013, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through Demand Draft, Banker's Cheque, or Bank Guarantee in favour of “Jaipur Metro Rail Corporation Limited”.

**Explanation:** For the purpose of this rule: -

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. This form of additional performance security is provided in **Annexure -7 of ITB**.

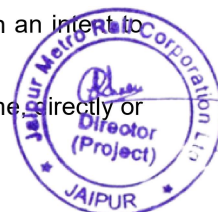
**F5.2** The Bidder has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.

**F5.3** Failure of the successful Bidder to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

## **F6 Code of Integrity**

Any person participating in procurement process shall,-

- a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;



- f) not obstruct any investigation or audit of a procurement process;
- g) disclose conflict of interest, if any; and
- h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

**F6.1 Breach of Code of Integrity by the bidder (member in case of JV/Consortium members)**

Without prejudice to the provisions of Chapter IV of the RTPP Act-2012, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46 of RTPP Act-2012.

**F7 Appeals under RTPP Act, 2012 and RTPPR, 2013.**

**F7.1 Filing an appeal subject to sec 40 of RTPP Act, 2012**

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

Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:

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

- (b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- (c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in this clause, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties

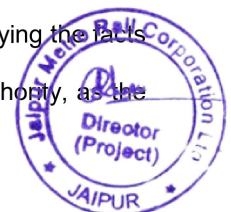
**F7.2 Appeal not to lie in certain cases**

No appeal under section 38 of RTPPA, 2012 shall lie against any decision of the Procuring Entity relating to the following matters under respective sections of the act , namely:

- (a) determination of need of procurement in terms of section 5
- (b) provisions limiting participation of Bidders in the bidding process in terms of provision of section 6
- (c) the decision of whether or not to enter into negotiations in the provision of section 15
- (d) cancellation of a procurement process in terms of section 26
- (e) applicability of the provisions of confidentiality in terms of section 49

**F7.3 Form and procedure of filing an appeal in the form as provided in **annexure 9 of ITB****

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



**F7.4 Fee for filing appeal:**

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

**F7.5 Procedure for disposal of appeals:**

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

**F7.6** For the purpose of above, First Appellate Authority shall be **Principal Secretary, Urban Development & Housing, Government of Rajasthan, Jaipur** and Second Appellate Authority shall be **Finance Secretary (Budget), Government of Rajasthan, Jaipur**. The courts at Jaipur, Rajasthan, India shall have the exclusive jurisdiction to try all disputes arising out of this bid.



## **Instructions to Bidders**

### **Annexure 1 [As per clause C6.1 & C2.2 (f)]**

#### **Requirements for Bidder's Technical Proposals**

1. The Bidder's attention is drawn to Clause 2 of the Employer's Requirements (Volume-3) and to Clause 1 of the General Conditions of Contract in which terms are defined.
2. The Bidder's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Bidder's Technical Proposals shall demonstrate such compliance. The Bidder's Technical Proposals shall establish firmly the intended design and methodology.
3. The bidders Technical Proposal shall cover the following:
  - 3.1 Understanding and comprehension of the work involved;
  - 3.2 Structural form, materials and structural principles, method of carrying or accommodating loads or actions, fixed points and articulation, and choice and grades of structural materials;
  - 3.3 Testing and investigations undertaken, or to be undertaken;
  - 3.4 All structural components, methods of jointing and waterproofing, drainage and corrosion protection;
  - 3.5 Details of method proposed for the work;
  - 3.6 Structural and construction arrangements at interfaces with adjacent contracts;
  - 3.7 Traffic management plan showing temporary diversions wherever required;
  - 3.8 Approach to co-ordination with other Project contractors. Bidder shall elaborate the organization further and system giving frequency of meetings or any other system / approach which we will adopt;
  - 3.9 Fabrication, construction and erection methods, including proposals for ensuring that disruption to road and pedestrian traffic is minimized;
  - 3.10 Protective coatings and systems, finishes.
4. The Contractor's Technical Proposals shall include the following documents:
  - 4.1 Drawings**

Drawings shall illustrate, where appropriate, aspects of the Works identified in paragraph 3 above, including layouts, appearance, main structural features, general arrangements, plans, elevations, principal sections and typical details of critical areas. In particular the drawings shall indicate the proposed arrangements at the interface with adjacent Contractors.



#### **4.2 Specifications**

- 4.2.1 The Specification shall comprise the Construction Specifications which shall consist of the Outline Specification which shall be identical to those contained in the Bid Documents and a Particular Specification. The Particular Specification shall draw attention to any part or parts of the Outline Specification which the Contractor intends to amend or omit and shall contain further material such that the design of the Permanent Works is fully specified and the construction of the Permanent Works is specified at least in outline at this stage.
- 4.2.2 In producing the Particular Specifications, the Bidder shall ensure that clauses, paragraphs and any appendices therein are identified by their numbering as uniquely belonging to the Particular Specifications, and shall not in any event amend or change the numbering in the Outline Specifications.
- 4.2.3 The Bidder should note that the Specifications submitted with the Bid as part of the Contractor's Technical Proposals will, prior to acceptance of bid, be merged and consolidated into a single document for incorporation into the Contract.
- 4.2.4 The Bidder should note that the Particular Specifications form a crucial part of the Contractor's Technical Proposals, and shall be prepared in sufficient detail to demonstrate full compliance with the Employer's Requirements. The quality of the Particular Specifications will be paramount in evaluating technical compliance of Bids.

#### **4.3 Statement of Compliance**

A statement from the Bidder is required to be furnished to the effect that the Contractor's Technical Proposals comply with the Technical Specifications and can be developed to become the Definitive Design of the Permanent Works without significant change other than amplification.

#### **4.4 Statement of Maintainability**

The Bidder shall state the maintenance objectives and the anticipated operational life associated with the principal elements and components of the Permanent Works and in particular how these apply in the selection and use of proposed materials. The Bidder shall demonstrate a reasonable balance between construction costs and maintenance costs and the effect of its proposals on the lifetime costs of the Permanent Works. The Bidder shall include in this statement a schedule of the main maintenance operations, including intervals between such operations, for all aspects of the required construction and of main spares and stores required and their rates of use.

#### **5. The Bid shall be accompanied by documents in amplification of the Contractor's Technical Proposals, which shall include:**

##### **5.1 Technical Notes**

Such technical notes or notes on calculations necessary for understanding and explaining the Contractor's Technical Proposals.



**5.2 Site Investigation Proposals**

Results of any site investigations undertaken by the Bidder and proposals for site investigations to be undertaken by the Contractor giving the nature of the investigations, locations and intended purposes.

**5.3 Testing Proposals**

Results of any testing undertaken by the Bidder and proposals for other testing to be carried out by the Contractor for design or associated purposes (not including control of quality of construction, fabrication or manufacture), giving the nature of the testing, intended purposes, and the location of the test facilities used or to be used.

**5.4 Codes and Standards**

A list of all codes of practice and standards to be used in the design shall be provided. Except for those codes and standards available in Hindi, all other codes and standards shall be available in certified English translation. The Bidder shall provide justification, in accordance with Technical Specifications, for any codes or standards it proposes in its list as alternatives or additions to those specified in the Technical Specifications or any other documents of the bid. The Bidder will be required, during the Bid process, to provide a certified English translation of any codes or standards it proposes to use and which are not normally available in English.

**SIGNATURE OF AUTHORIZED SIGNATORY**

**ON BEHALF OF BIDDER**



**Instruction To Bidders**

**Annexure 2 (As per clause C8.1)  
Requirements for Bidder Programme**

- 1) The Bid Programme shall show how the Bidder proposes to organize and carry out the Works and to achieve Stages and complete the whole of the Works by the given Key Dates.
- 2) The Bid Programme or Programmes shall be developed as a critical path network using suitable software. The network must be fully resourced and show the co-ordination with System wide Contracts. The Works Programme shall show achievement of all Key Dates and Works Area Access Dates.
- 3) The Bidder Programme shall include the Bidder's and should indicate, wherever possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
- 4) The Bid Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the bidder.
- 5) The Bidder should have regard to the possibility, as referred to in paragraph C8 of the Instructions to Bidders, which during the bid evaluation period the Bid Programme may be developed into a Programme which, in the event of award, would be the initial submission of the Works Programme. To facilitate this process, the Bidder shall, in the preparation of the Bid Programme, take due account of the provisions of **Appendix 4** to the Employer's Requirements in so far as they concern the Works Programme.
- 6) The Bid Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Bidder's perception of the major constraints and critical areas of concern in the organisation, construction and completion of the Works. This narrative statement shall also indicate which elements of the Works the Bidder intends to carry out off-Site and/or outside India with details of the proposed locations of where any such work is to be carried out, the facilities available.
- 7) The Bidder shall prepare logic diagrams providing the philosophy for shared access, shared areas with co-incident and adjacent work areas and submitted as part of his Bid. These logic diagrams shall be developed and submitted along with the Works Programmes as submitted during the course of the Works.
- 8) All programmes shall include, procurement periods, major material, offsite production/prefabrication, temporary construction, interface and periods for system wide, utility and adjacent contractors, etc.

**SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF  
BIDDER**



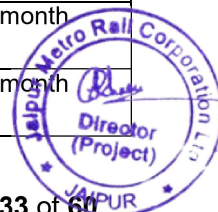
## INSTRUCTIONS TO BIDDERS

### Annexure-3 [As per clause C12.1]

#### **MINIMUM ORGANISATION STRUCTURE REQUIRED**

The figures indicated below are the minimum number of Project-Personnel required which are to be deployed as per the minimum level of supervision. The qualification/ experience of such Project personnel is given under Annexure-4.

S.No.	Designation of Project Personnel	Minimum no. of Project-Personnel required	Penalty on Non-Deployment per month per person
	<b><u>Key Staff</u></b>		
1.	Project Manager (Team Leader)	1	Rs. 5 lakh/month for Expatriates* &Rs 3.00 lakhs for Local expert
2.	Deputy Project Manager (Tunnels & Underground station)	2	Rs 2.00 lakhs/month
3.	Deputy Project Manager (Casting Yard)	1	Rs 2.00 lakhs/month
4.	Interface Manager	1	Rs 2.00 lakhs/month
5.	Planning Engineer	1	Rs 2.00 lakhs/month
6.	Structural/Design Engineer	1	Rs 2.00 lakhs/month
7.	Quality Assurance Engineer	1	Rs 2.00 lakhs/month
8.	Chief Safety Manager	As per Conditions of contract on Safety & Health and Environment **	As per Conditions of contract on Safety & Health and Environment
	<b><u>Other Staff</u></b>		
1.	Manager (Station)	1 no. per station	Rs. 1.5 lakh/month
2.	Manager (Tunnels)	1 no. per 2 km	Rs. 1.5 lakh/month
3.	Manager (Casting Yard)	1	Rs. 1.5 lakh/month
4.	Civil Engineer (Station)	1 no. per station per shift	Rs. 1.5 lakh/month
5.	Civil Engineer (Tunnels)	1 no. per km per shift	Rs. 1.5 lakh/month



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, Water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

6.	Civil Engineer (Casting Yard)	1 no. per shift	Rs. 1.5 lakh/month
7.	Geotechnical Engineer	1	Rs.2.0 lakh per month
8.	Plant & Machinery In charge	1	Rs.2.0 lakh per month
9.	Quality Control Specialist	1	Rs.2.0 lakh per month
10.	Electrical Engineer	1	Rs.1.5 lakh per month
11.	Mechanical Engineer	1	Rs.1.5 lakh per month
12.	Chief Environment Officer	** As per Conditions of contract on Safety & Health and Environment	As per Conditions of contract on Safety & Health and Environment
13.	Surveyor & Team	1 for station and 1 for tunnels	Rs.1.5 lakh per month

**NOTES:**

- The contractor shall deploy the project personnel as per the above-mentioned minimum requirement and also confirm to deploy the same over and above the minimum numbers indicated above, if the work requires so.
- The performance of project personnel deployed will be evaluated periodically by the Engineer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with competent & efficient personnel immediately as per directions of the Engineer.
- These minimum project personnel are as per the requirements of various activities at different stages of works. All project personnel need not to be mobilized simultaneously, Project personnel as per the requirement of various stages of works may be mobilized as per the agreed programme.
- In case of non-deployment of project personnel, the penalty shall be imposed as indicated above and deducted from Contractor's running / final bills. In case of non-deployment, for the part of the month, penalty shall be imposed on pro rata basis. The decision of the Engineer in this regard, shall be final and binding.

\* Applicable in case of the experience of civil works for the purpose of qualifying the minimum eligibility criteria is fulfilled by the foreign partner in terms of Clause C12.3 of ITB.

\*\* Safety/Environment personnel should be as per Conditions of Contract on Safety & Health and Environment.



**UNDERTAKING:**

- i) We confirm to deploy project-personnel required to achieve the progress of work as per the Work Programme agreed by the Engineer in terms of Sub-Clause 4.13 of GCC.
- ii) We confirm to deploy minimum manpower as per Safety & Health and Environment Organization provided in Conditions of Contract on Safety & Health and Environment. We also confirm to deploy manpower over and above the minimum manpower stated above, if the work requires so.

SIGNATURE OF AUTHORIZED SIGNATORY

ON BEHALF OF BIDDER



**INSTRUCTIONS TO BIDDERS**

**Annexure-4**

**[As per clause 12.1]**

**MINIMUM ORGANISATION STRUCTURE REQUIRED**

Minimum qualification and experience of project personnel is as follows:

S.No.	DESIGNATION	QUALIFICATION	EXPERIENCE LEVEL
1.	Project Manager (Team Leader)	Graduate in Civil Engg.	Minimum total experience of 15 yrs out of which, minimum 05 years as In-charge of similar works
2.	Deputy Project Manager (Tunnels & Underground station)	Graduate in Civil Engg.	Minimum 10 years in similar work
3.	Dy. Project Manager (Casting Yard)	Graduate in Civil Engg./Diploma in Civil Engg.	Minimum 10 years for Degree & 15 years for Diploma with 05 years in similar work.
4.	Manager (Station)	Graduate in Civil Engg./Diploma in Civil Engg.	Minimum 8 years for Degree & 15 years for Diploma with 05 years in similar work.
5.	Manager (Tunnels)	Graduate in Civil Engg./Diploma in Civil Engg.	Minimum 8 years for Degree & 15 years for Diploma with 05 years in similar work.
6.	Manager (Casting Yard)	Graduate in Civil Engg./Diploma in Civil Engg.	Minimum 8 years for Degree & 15 years for Diploma with 05 years in similar work.
7.	Civil Engineer (Station)	Graduate or Diploma in Civil Engineering	Minimum 2 years for Degree & 4 years for Diploma
8.	Civil Engineer (Tunnels)	Graduate or Diploma in Civil Engineering	Minimum 2 years for Degree & 4 years for Diploma
9.	Civil Engineer (Casting Yard)	Graduate or Diploma in Civil Engineering	Minimum 2 years for Degree & 4 years for Diploma
10.	Interface Manager	Graduate in Civil Engg	Minimum total experience of 10 years out of which minimum 03 years in similar field.
11.	Planning Engineer	Graduate in Civil Engg. With knowledge in MS project/Primavera software	Total Minimum experience of 10 years out of which minimum 3 years in Planning of projects



12.	Structural / Design Engineer	Graduate in concerned Disciplines	Total minimum experience of 05 years out of which minimum 03 years experience in relevant field.
13.	Geo-Technical Engineer	Graduate in concerned Disciplines	Total minimum experience of 05 years out of which minimum 03 years experience in relevant field.
14.	Plant & Machinery Incharge	Graduate in Civil Engg. / Mechanical Engg.	Minimum 05 years experience in Viaduct & Launching Operation related works.
15.	Quality Assurance Engineer	Graduate in Civil Engg.	Minimum total experience of 10 years out of which minimum 05 yrs. in QA (field) and at least one year as In-Charge.
16.	Quality Control Specialist	Graduate in Civil Engg./Diploma in Quality Assurance	Minimum total experience of 10 years out of which minimum 05 yrs. in QA (field) and at least one year as In-Charge.
17.	Electrical Engineer	Graduate/Diploma in Electrical Engineering	Minimum of 05 years experience in relevant field for Graduate & 8 years for Diploma.
18.	Mechanical Engineer	Graduate/Diploma in Mechanical Engineering	Minimum of 05 years experience in relevant field for Graduate & 8 years for Diploma.
19.	Chief Safety Manager*	**As per Conditions of Contract on Safety & Health and Environment	As per Conditions of Contract on Safety & Health and Environment
20.	Chief Environment Officer*	**As per Conditions of Contract on Safety & Health and Environment	As per Conditions of Contract on Safety & Health and Environment



**NOTES:**

- i. The contractor shall deploy the project personnel as per the above-mentioned minimum qualification and experience.
- ii. The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with competent & good personnel immediately as per directions of the Engineer.
- iii. These minimum project personnel are as per the requirements of various activities at different stages of works. All project personnel need not to be mobilized simultaneously, Project personnel as per the requirement of various stages of works may be mobilized as per the agreed programme.
- iv. In case of non-deployment of project personnel, the penalty shall be imposed as indicated above and deducted from Contractor's running / final bills. In case of non-deployment, for the part of the month, penalty shall be imposed on pro rata basis. The decision of the Engineer in this regard, shall be final and binding.

\*Applicable in case of the experience of civil works for the purpose of qualifying the minimum eligibility criteria is fulfilled by the foreign partner in terms of Clause C12.3 of ITB.

\*\*Qualification and experience level of safety/environment personnel should be as per Conditions of Contract on Safety & Health and Environment.

**UNDERTAKING:**

- i) We confirm to deploy project-personnel as per the above-mentioned minimum qualification & experience.
- ii) We confirm to deploy manpower requirement of Safety & Health and Environment Organization as required under Conditions of Contract on Safety & Health and Environment.

**SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF BIDDER**



## INSTRUCTIONS TO BIDDERS

### Annexure-5 [As per clause C 13]

#### **RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS**

The figures indicated below are the minimum number of equipment required.

S. No.	Type of equipment required for the work	Minimum no. of units of equipment required for the work	Maximum Permissible Age in Years
1	<b>Construction Equipment.</b>		
a)	Tunnel Boring Machine	2	As per clause no. 18 of Employer's Requirements- Construction
b)	Fully Automatic and Computerized Batching Plant (30 Cum/h minimum with an RO and Chiller plant of suitable capacity for proper quality of water)  <b>Note :</b>  i) consent to establish and consent to operate is to be taken by contractor  ii) Arrangement of water for production of concrete & curing at batching plant and at site to be made by contractor	2	10
c)	Boom placer and Concrete of adequate capacity. pumps	2	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
d)	(i) D-wall Hydraulic Rig Machines	2	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
	(ii) Gantry of suitable capacity in casting yard/launching/retrieval shaft	As per site requirement	
e)	Gantry of suitable capacity in casting yard.	As per yard layout	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
f)	Transit Mixtures.	7	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment



g)	2 <sup>nd</sup> generation pick and carry hydra	2	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
h)	Trailers for carrying segments – 50 T capacity	4	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
i)	Tippers	8	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
j)	Rock/Soil excavator (as per requirement)	4	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
k)	Survey Instruments (Total Station)	2	10
l)	Lab testing equipment- fully equipped for site tests.	As per Appendices (Employer's Requirement)	-----

**UNDERTAKING:**

We confirm to deploy resources as per the above-mentioned minimum requirement and also confirm to deploy plants & equipments over and above the minimum numbers indicated above, if the work requires so.

**SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF BIDDER**



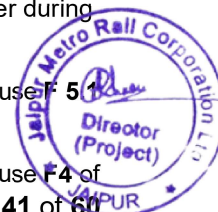
**Instructions to Bidders**

**Annexure 6 (As per Clause C 18.1)**

**FORM OF BANK GUARANTEE FOR BID SECURITY**

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at ..... (Name of country) (hereinafter called “the Bank”) are bound unto Jaipur Metro Rail Corporation Limited (hereinafter called “the Employer”) in the sum of Rs. .... for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Bidder) (hereinafter called “the Bidder”) has submitted its bid dated..... for .....(Name of the work as per clause 1.1.1 of NIB) hereinafter called the bid. AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. .... as Bid Security against the Bidder’s offer as aforesaid. AND WHEREAS.....(Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
  - a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
  - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
  - c. That any account settled between the Employer and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
  - d. That this Guarantee commences from the date hereof and shall remain in force till ..... (date to be filled up)(date to be filled as mentioned in Clause 1.1.2 of NIB)
  - e. That the expression ‘the Bidder’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
4. **THE CONDITIONS OF THIS OBLIGATION ARE:**
  - a. if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or
  - b. if the Bidder does not accept the correction of his bid price in terms of Clause **E5.2** of the “Instructions to Bidders”.
  - c. if the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
    - i. fails or refuses to furnish the Performance Security in accordance with Clause **F 5.1** of the “Instructions to Bidders” and/or
    - ii. fails or refuses to enter into a Contract within the time limit specified in Clause **F 4** of



the“ Instructions to Bidders”.

We undertake to pay to the Employer mere on demand without demur up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition orconditions.

5. Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
- b) This Bank Guarantee shall be valid upto.....
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....
- d) The amount covered under the above Bank Guarantee shall be automatically credited in theaccounts of Jaipur Metro Rail Corporation in ICICI BANK LTD, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 through IFSC: ICIC0006786. Bank Account No. 678605111973 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from Jaipur Metro Rail Corporation Ltd. in writing for its release.

	<b>Signature of Authorized Official of the Bank</b>
<b>Signature of Witness</b>	Name of Official .....
Name : .....	Designation .....
Address : .....	Stamp/Seal of the Bank .....

**Notes:**

- 1 Please note that, as per clause C18.1, any deviation in Bid security with regard to amount, validity and format shall be considered as material deviation and bid shall be dealt accordingly.
- 2 The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
- 3 The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.
- 4 Bid Security to be furnished on appropriate non-judicial stamps & should be valid for the next 07 months from the bid opening date.



**Instructions to Bidders**

**Annexure – 6A**

**UNDERTAKING FOR ENCASHMENT / FORFEITURE OF BID SECURITY**

**(Refer Clause C 18 of ITB)**

**(Rule-42 of RTPPR-2013)**

We, \_\_\_\_\_(Legal Name of JV / Consortium) hereby confirm that Bid Security submitted in the form of FDR / Bank Guarantee(tick whichever is applicable) for the Contract \_\_\_\_\_( Contract No. & **Name of Work** ) in the name of \_\_\_\_\_(name of the substantial member of JV / Consortium on whose name Bid Security is submitted) is on behalf of \_\_\_\_\_(Legal Name of the JV / Consortium ).

We also undertake that in the event of encashment / forfeiture of Bid Security by the Employer in terms of bid provisions, none of the constituent members of \_\_\_\_\_ (Legal Name of JV / Consortium) will have any objection for the same.

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY(IES)**

Note :

1. The undertaking is to be submitted in case the bid security ( in form of FDR / Bank Guarantee) is submitted in the name of JV / Consortium members.
2. JV / Consortium Member on whose name the bid security is submitted shall be substantial member.



**Instruction to Bidders**

(Annexure 6 B)

**Form of Bid Security Declaration**

**(Refer C 18.1.3 of ITB)**

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

Bid No.: [insert number of bidding process]

Alternative No, if permitted.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name and address of Procuring Entity]

We, the undersigned, declare that:

1. We are a (*Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.*):

i) Departments/Boards of the State Government or Central Government;

ii) or Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or

i) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or

iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

2. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

3. We accept that we will automatically be suspended from being eligible for bidding in any contract with you, [Bid accepting authority i.e MD/ CMD, JMRC], for the period of time of [3 years as per sec 46 of RTPPA, 2012] starting on the date we receive notification from you

if we are in breach of our obligation(s) under the bid conditions, more specifically,

if we: (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the ITB or

(b) having been notified during the period of bid validity specified in the ITB (Instructions to Bidders), about the acceptance of our Bid by you,

(i) fail or refuse to execute the Contract Agreement within the time period specified in the ITB (Instructions to Bidders),

(ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”) within the time period specified in the ITB,

(c) not accept the correction of arithmetical errors in accordance with the ITB; or

(d) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB



4. We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

- (i) our receipt of your notification to us of the name of the successful Bidder; or
- (ii) thirty days after the expiration of our Bid.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Government of Rajasthan Bidding Forms Standard Bidding Document (Large Works) Single Stage-Two Envelopes (Two Parts) Bid 67

Signed: \_\_\_\_\_ [insert signature of person whose name and capacity are shown]

Name: \_\_\_\_\_ [insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: \_\_\_\_\_ [insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ [insert complete name and address of the Bidder] Dated on day of , [insert date of signing]

Corporate Seal \_\_\_\_\_ [affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]



**Instructions to Bidders**

**Annexure 7 (As per Clause F5.1)**

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

**(To be given by a Scheduled Bank in India)**

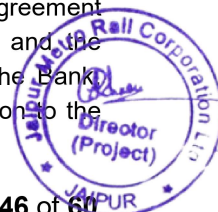
**(To be executed on non-judicial stamp)**

**(Rule-75 & 75A of RTPPR-2013)**

**(Refer Clause F5 of “Instructions to Bidders”)**

**(Rule-75 of RTPPR-2013)**

1. This deed of Guarantee made this day of ..... (month & year) between Bank of.....(herein after called the “Bank”) of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for ..... (Name of work as per Clause 1.1.1 of NIB) (hereinafter called the contract) to ..... (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. .... (Amount in figures and words).
4. Now we the Undersigned ..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of ..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. .... (Amount in figure sand Words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of ..... (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till ..... (The initial period for which this Guarantee will be valid shall be as stated in Clause 4.2.1 of the “General Conditions of Contract”).
7. At any time during the period in which this Guarantee is still valid, if the Employer agree to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no change, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank hereby, waives any requirement for notice of any such change, addition or modification to the Bank.



9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment here of shall not relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
- a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
- b) This Bank Guarantee shall be valid upto.....
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only &only if you serve upon us a written claim or demand on or before.....
- d) The amount covered under the above Bank Guarantee shall be automatically credited in the accounts of Jaipur Metro Rail Corporation in ICICI BANK LTD, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 through IFSC: ICIC0006786. Bank Account No. 678605111973 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from Jaipur Metro Rail Corporation Ltd. in writing for its release.

In witness whereof I/We of the bank have signed and sealed this guarantee on the ..... day of ..... (Month & year) being herewith duly authorized.

For and on behalf of the..... Bank.

**Signature of Authorized Bank official**

Name : .....

Designation : .....

Stamp/Seal of the Bank : .....

Signed, sealed and delivered for and on behalf of the Bank by the above named ..... in the presence of :

**Witness 1.**

Signature.....

Name.....

Address.....

**Witness 2.**

Signature.....

Name.....

Address.....



**Notes:**

- 1 The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
- 2 The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer
- 3 The 'Bank Guarantee' must be issued on the Structured Financial Messaging System (SFMS) platform.
- 4 A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under.

ICICI BANK LTD; Jaipur Metro Rail Corporation.  
Branch:-Tilak Marg, C-Scheme, Jaipur.  
Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan.  
A/C:678605111973  
IFSC: ICIC0006786



**INSTRUCTIONS TO BIDDERS**

**Annexure 7A**

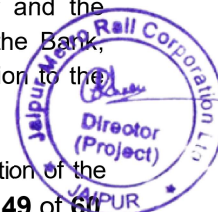
**(As per Clause C12.3 of ITB)**

**FORM OF ADDITIONAL BANK GUARANTEE**

**(To be given by a Scheduled Bank in India)**

**(To be executed on non-judicial stamp)**

1. This deed of Guarantee made this day of ..... (month & year) between Bank of.....(here in after called the “Bank”)of the one part ,and Jaipur Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for .....(Name of work as per Clause 1.1.1 of NIB) (hereinafter called the contract) to ..... (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract clause no. C12.3 of ITB to submit to the Employer, an Additional Bank Guarantee for a total amount (equal to 1% of contract value as per LOA) of Rs.....(Amount in figures and words).
4. Now we the Undersigned.....(Name of the Bank)being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. .... (Amount in figure sand Words)as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of ..... (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till ..... (The initial period for which this Guarantee will be valid must be for at least 6-months (Six months) longer than the anticipated expiry date of Defect Liability Period as stated in Clause 4.2.1 of the “General Conditions of Contract”).
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no change, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the



Bank or of the Contractor.

10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment here of shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
  - a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
  - b) This Bank Guarantee shall be valid upto.....
  - c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....
  - d) The amount covered under the above Bank Guarantee shall be automatically credited in the accounts of Jaipur Metro Rail Corporation in ICICI BANK LTD, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 through IFSC: ICIC0006786. Bank Account No. 678605111973 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from Jaipur Metro Rail Corporation Ltd. in writing for its release.

In witness whereof I/We of the bank have signed and sealed this guarantee on the ..... day of ..... (Month & year) being herewith duly authorized.

For and on behalf of the..... Bank.

**Signature of Authorized Bank official**

Name : .....

Designation : .....

Stamp/Seal of the Bank : .....

Signed, sealed and delivered for and on behalf of the Bank by the above named ..... in the presence of :

**Witness 1.**

Signature.....

Name.....

Address.....

**Witness 2.**

Signature.....

Name.....

Address.....



**Notes:**

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.
2. The ‘Bank Guarantee ’shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.
3. The ‘Bank Guarantee ’must be issued on the Structured Financial Messaging System (SFMS) platform.
4. A separate copy of the BG has to be sent by the issuing bank to the Employer’s bank through SFMS. The details of Employer’s bank are as under.

ICICI BANK LTD; Jaipur Metro Rail Corporation.

Branch:-Tilak Marg, C-Scheme, Jaipur.

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan.

A/C:678605111973

IFSC: ICIC0006786

6.



**CONTRACT No.JP/EW/1C(Underground)/03: "Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India."**

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**INSTRUCTION TO BIDDERS  
Annexure-7B [As per Clause F5]**

To,

Date\_\_/\_\_/\_\_

**The Jaipur Metro Rail Corporation Limited**  
1st Floor, A-Wing,  
Admin Building, Bhargu Path,  
Mansarovar Metro Depot, Jaipur-302020

Dear Sir/ Madam

**Sub: - Issuance of FDR..... amounting to Rs.....valid till.....**

It is hereby certified that FDR bearing number.....dated..... amounting to Rs.....  
(Amount in figure and words) has been issued by ..... (Name of the Bank) branch address  
..... The maturity value is Rs. ....on dated .....

This FDR has been issued on the request of M/s.....(Name of the Contractor) under the  
Contract No..... This FDR shall be **encashed**/redeemed without any consent / letter from the  
contractor M/s.....(Name of the Contractor) on the demand by M/s Jaipur Metro Rail  
Corporation Limited. The **Contractor cannot encash / premature above FDR unless above original  
FDR is accompanied by the discharge letter/NOC/approval of JMRC**

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of ..... (Name of the Bank)

Signature.....

Name: .....

Designation: .....

Stamp of Bank.....



**INSTRUCTIONS TO BIDDERS**

**Annexure 7C**

**(As per Clause F 5.1.1 of ITB, Rule 75A of RTPPR, 2013)**

**FORM OF BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY**

**(To be given by a Scheduled Bank in India)**

**(To be executed on non-judicial stamp)**

1. This deed of Guarantee made this day of ..... (month & year) between Bank of.....(here in after called the “Bank”)of the one part ,and Jaipur Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for .....(Name of work as per Clause 1.1.1 of NIB) (hereinafter called the contract) to ..... (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract clause no. F5.1.1 of ITB to submit to the Employer, an Additional Bank Guarantee for a total amount (equal to 50% of unbalanced Bid amount) (as per clause F5.1.1 of ITB ) of Rs.....(Amount in figures and words).
4. Now we the Undersigned.....(Name of the Bank)being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. .... (Amount in figure sand Words)as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of ..... (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till ..... (The initial period for which this Guarantee will be valid must be for at least 6-months (Six months) longer than the stipulated date of completion Period as per Clause 4.2.1 of the “General Conditions of Contract”).



7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no change, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment here of shall in no way relieve the bank of their liability under this deed.
11. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
13. Notwithstanding anything contained herein:
- a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
  - b) This Bank Guarantee shall be valid upto.....
  - c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....
  - d) The amount covered under the above Bank Guarantee shall be automatically credited in the accounts of Jaipur Metro Rail Corporation in ICICI BANK LTD, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 through IFSC: ICIC0006786. Bank Account No. 678605111973 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from Jaipur Metro Rail Corporation Ltd. in writing for its release.



In witness whereof I/We of the bank have signed and sealed this guarantee on the  
..... day of  
..... (Month & year) being herewith duly  
authorized.

For and on behalf of the..... Bank.

**Signature of Authorized Bank official**

Name : .....

Designation : .....

Stamp/Seal of the Bank : .....

Signed, sealed and delivered for and on behalf of the Bank by the above named  
..... in the presence of :

**Witness 1.**

Signature.....

Name.....

Address.....

**Witness 2.**

Signature.....

Name.....

Address.....



**Notes:**

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.

2.The 'Bank Guarantee 'shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.

3.The 'Bank Guarantee 'must be issued on the Structured Financial Messaging System (SFMS) platform.

4.A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under.

ICICI BANK LTD; Jaipur Metro Rail Corporation.  
Branch:-Tilak Marg, C-Scheme, Jaipur.  
Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan.  
A/C:678605111973  
IFSC: ICIC0006786



**Instructions to Bidders  
(Annexure – 7D, Clause F5.1.1)**

**Performance Security Declaration (Rule-75 of RTPPR-2013)  
(To be executed on a non-judicial stamp)**

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

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

**To:** \_\_\_\_\_ [insert Designation and complete address of Procuring Entity]

We, the undersigned, declare that :

1. We are a *(Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.):*

i) Departments/Boards of the State Government or Central Government;

ii) or Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or

iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or

iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

5. We understand that we are eligible for submission of a Performance Securing Declaration in lieu of Performance Security under Rule 75 (1) of RTPP Rules, 2013.

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



7. We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of 3 years as per section 46 of RTPP Act, 2012 [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed] starting on the date that we receive a notification from you, the bid accepting authority, MD /CMD, JMRC [Designation of the Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,
8. We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: \_\_\_\_\_ [insert signature of person whose name and capacity are shown]

In the capacity of: \_\_\_\_\_ [insert legal capacity of person signing the Performance Security Declaration]

Name: \_\_\_\_\_ [insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: \_\_\_\_\_ [insert complete name and address of the Bidder]

Dated on day of \_ [insert date of signing]

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

#### **INSTRUCTIONS TO BIDDERS**

**Annexure-8 [As per clause 1.1.3.2B of NIB]**

#### **PROFORMA FOR BANKING REFERENCE FOR LIQUIDITY**

**(This Banking Reference should be on the letterhead of the bank)**

#### **BANK CERTIFICATE**

This is to certify that M/s..... is a reputed company with a good financial standing.

If the contract for the work, namely..... is awarded to the above firm, we shall provide overdraft/credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.



-Sd-

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

Senior Bank Manager\_\_\_\_\_

Address of the Bank\_\_\_\_\_

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- Change the text as follows for JointVenture:

*This is to certify that M/s. .... who has formed a JV with M/s..... and M/s..... for participating in this bid, is a reputed company with a good financial standing.*

*If the contract for the work, namely ..... is awarded to the above joint venture, we shall provide overdraft/credit facilities to the extent of Rs..... to M/s..... to meet their working capital requirements for executing the above contract.*

*(This should be given by the JV members in proportion to their financial participation)*



**Instructions to Bidders  
Annexure -9 (As per Clause F7)**

**[See Rule 83 of RTPP Rules]**

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act,  
2012 Appeal No .....of .....

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

**1. Particulars of appellant:**

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

**2. Name and address of the respondent(s):**

(i)

(ii)

(iii)

**3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:**

**4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:**

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

**6. Grounds of appeal:**

.....  
.....  
..... (Supported by an affidavit)

**7. Prayer:**

.....  
.....

Place .....

Date .....

Appellant's Signature



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

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**JAIPUR METRO RAIL CORPORATION LIMITED**

## **BID DOCUMENTS**

**(International Competitive Bidding)**

## **SINGLE STAGE TWO ENVELOPE**

**CONTRACT NO ICB: JP/EW/1C (Underground)/03**

**VOLUME 1**

**FORM OF BID (FOB)**



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

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**FORM OF BID**

Date:.....

To

**Director, (Project)  
Jaipur Metro Rail Corporation Limited  
1st Floor, A-Wing,  
Admin Building, Mansarovar Metro Depot,  
Bhrigu Path, Mansarovar, Jaipur-302020**

**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

**CONTRACT ICB No.JP/EW/1C(Underground)/03**

GENTLEMEN,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Condition of Contract on Safety & Health and Environment, Outline Design and construction Specifications, Technical Specifications Architectural & Finishing Works, Bid Drawings, Geotechnical Investigation Report, Topographical Survey Report and Instruction to Bidders including Bill of Quantities, and addenda thereto (if any) issued by the JMRC for the design and construction of the above-mentioned Works, and the matters set out in **Appendix 1** hereto, and having completed and prepared Appendices **2,3,4,5,6,6A,7,8,9,10,11,12, 13, 14, 15, 16, 17, 17A, 18,18A, 19, 19A, 20, 21, 22, 23, 24, 25, 26, 27, 27A, 28,29 &30** hereto, we hereby (jointly and severally)\*offer to design, construct and complete the whole of the said Works and Commissioning and remedying any defects therein, inconformity with the above documents within the completion period of **40 months** (from the date of Commencement **or as per the directions contained in the Letter of Acceptance**)) for the sum stated in the Bill of Quantities (Volume 6 of Bid Documents) as completed by us and appended hereto.
2. We undertake (jointly and severally) \*:
  - (a) to keep this Bid open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to bid hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Bid is submitted shall constitute a breach of this undertaking)\*;and
  - (b) if this Bid is accepted, to provide Guarantees, Undertakings &Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix1 hereto; and
  - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the JMRC in-connection with this Bidder with the above- mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.



3. We submit with this Bid a duly executed Bid Guarantee in respect of our obligations under this Bid.
4. Unless and until a formal agreement is prepared and executed, this Bid together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We declare that the submission of this Bid confirms that no agent, middle man or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
7. We acknowledge that the Appendix forms an integral part of the Bid.
8. We have independently considered the amount shown in **Clause 8.5** of the General Conditions of Contract (November 2019) as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
9. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
10. We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with **C11 of ITB and 1.1.3.1(x) of NIB**.
11. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with **C11 of ITB and 1.1.3.1(iii) of NIB**.
12. We are not participating, as a Bidder, in more than one bid in this bidding process and we are not sub-contractor to any other bidder participating in this bidding process in accordance with **A 5 of ITB**.
13. We do here by undertake that we have not been banned for business by JMRC/ Any other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries and also that none of our work was rescinded/terminated by JMRC/ Any other Metro Organization (100% owned by Govt.) after award of contract during last 3 years due to non-performance.
14. Further, we do hereby undertake that we are not debarred under section 46 of Rajasthan Transparency in Public Procurement Act, 2012 by Government of Rajasthan/JMRC.



15. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Works till completion of all our obligations under the Contract.

We are, Gentlemen, Yours  
faithfully,

Signature:

Date-----

**Witness:**

Signature:-----

----- Date-----

Name-----

Address.....

Name-----

For and on behalf of .....

Address-----

**Witness:** Date-----

Signature: -----

-- Date-----

. Name-----

Address.....

Signature:

Name-----

For and on behalf of.... ..

Address-----



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

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**\*Note:**

If the Bidder comprises a partnership, joint venture or consortium:

- a) The provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions(i.e. partnership, joint venture or consortium)
- b) The liability of each member under the Bid, and under any contract formed upon its acceptance, will be joint and several.
- c) An authorized representative of each member must sign the Bid.
- d) Signature on the Form of Bid shall be witnessed and dated.
- e) Copies of the relevant power of attorney shall be attached.



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

**FORM OF BID – APPENDIX-1**

**[REQUIREMENTS UNDER GENERAL CONDITIONS OF CONTRACT]**

S.No.	DESCRIPTION	REF. TO CLAUSE NO.	REQUIREMENT
i	Amount of Performance Security	Clause 4.2 of the GCC	<b>10%</b> of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 4.2 of GCC.
ii	Latest ‘date for commencement’ of the Works	Clause 8.1 of the GCC	Date given in LOA or Employer’s Notice to Proceed
iii	‘Time for completion’ of the work from the date of commencement of the work	Clause 8.2 of the GCC	<b>40 months</b>
iv	Liquidated Damages	Clause 8.5 of the GCC	(i) Liquidated damages shall be levied as given in Appendix 2B of Employer’s Requirements for not achieving the respective key date. (ii) The maximum limit of Liquidated Damages shall be 10% of the total Contract Value. (iii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC.
v	‘Defects Liability Period’ for the whole of the Works	Clause 10 of the GCC	<b>52 weeks</b> after the date of issue of Taking-Over Certificate for the Whole of the Works.
vi	Amount of advance payment	Clause 11.2 of the GCC	As per clause 11.2 of GCC.

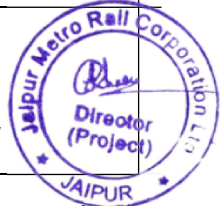


**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

vii	Amount of Professional Indemnity Insurance (PII)	Clause 15.1 and 15.5 of the GCC	AOA (any one accident) limit equal to 6% of the contract value against Schedule 'A' of BOQ in respect of 'design and construct' with AOY (any one year) limit of 2 incidents in a year. In the Professional Indemnity insurance Policy the deductible amount shall not be more than 5% of AOA limit. PII Policy shall be obtained within four weeks from 'date of commencement' and shall be valid for five years after date of issue of 'Performance Certificate'. Wherever the contractor submits policy for shorter period / annual renewable policy, the same shall be renewed before its expiry date. In such situation, the performance guarantee shall be retained till required validity period. The contractor's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.
viii	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	<b>100%</b> of the Total Contract Price.



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

ix	Amount of Third-Party Insurance	Clause 5.8 and 15.3 of the GCC	<p>The amount of Third Party Insurance for any one incident or all incidents put together, shall be as under:</p> <p><b>(i) For Works with Contract Value up to Rs. 50 Crore:</b> 10% (ten percent) of the Total contract value.</p> <p><b>(ii) For Works with Contract Value more than Rs. 50 Crore and up to Rs. 250 Crore:</b> Rs. 5.00 Crore for first Rs. 50 crores plus 5% (five percent) of the remaining contract value (Total contract value minus Rs. 50 Crore).</p> <p><b>(iii) For Works with Contract Value more than Rs. 250 Crore and up to Rs. 500 Crore:</b> Rs. 15.00 Crore for first Rs. 250 crores plus 2% (two percent) of the remaining Contract Value (Total Contract value minus Rs. 250 Crore).</p> <p><b>(iv) For Works with Contract Value more than Rs. 500 Crore:</b> Rs. 20.00 Crore for first 500 crores plus 1% (one percent) of the remaining Contract Value (Total contract value minus Rs. 500 Crore) subjected to a maximum of Rs. 25.00 Crore.</p>
x	Contract Key Dates	Clause 8.5 of the GCC	Refer Appendix 2B of the Employer's Requirement
xi	Period in which all insurances have to be effected	Clause 15.5 of the GCC	Within 4 weeks from the “date of commencement”
xii	(a) Contractor's Name and Address	GCC clause 18.1	..... (Bidder to Complete) .....
	(b) Employer's Name and Address	GCC clause 18.2	Jaipur Metro Rail Corporation Ltd., 1st Floor, A-Wing, Admin Building, Bhrigu Path, Mansarovar Metro Depot, Jaipur-302020
Date : ..... Place : .....		Signature of authorized signatory of Bidder 	

CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”

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**FORM OF BID- APPENDIX 2**

**BILL OF QUANTITIES/ PRICING DOCUMENT**

We \_\_\_\_\_ (name of the bidder) hereby undertake that the bill of Quantities/ Pricing Document (Volume 6 of the bid documents) duly completed in all respect has been uploaded by us in Package 2 (i.e., Financial Package) on e-bidding website <https://eproc.rajasthan.gov.in>.

**Signature of authorized  
signatory of Bidder**



### **FORM OF BID- APPENDIX 3**

#### **OUTLINE QUALITY PLAN**

The Contractor shall establish and maintain a Quality Assurance System in design and construction procedures and the interfaces between them. This Quality Assurance system shall be applied without prejudice to, or without in anyway limiting, any Quality Assurance Systems that the Contractor already maintains.

The Bidder shall submit as part of his Bid an Outline Quality Plan which shall contain sufficient information into demonstrate clearly the Bidder's proposals for achieving effective and efficient Quality Assurance System. The Outline Quality Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required.

The Bidder may be requested to amplify, explain or develop its Outline Quality Plan prior to the date of acceptance of the Bid and to provide more detail with a view to reaching provisional acceptance of such a plan.

#### **FORM OF BID- APPENDIX 4**

##### **OUTLINE SAFETY & HEALTH PLAN AND OUTLINE ENVIRONMENT PLAN**

The Bidder shall submit as part of his Bid an Outline Safety &Health Plan and Outline Environment Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient compliance to the conditions of contract on Safety &Health and Environment. The Outline Safety &Health Plan and Outline Environment Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Safety & Health and Environment as required by **Clause 4.16 and 4.17 of the GCC.**

The Outline Safety &Health Plan and Outline Environment Plan shall be headed with a formal statement of policy in relation to Safety & Health and Environment protection and shall be sufficiently informative to define the Bidder's plans and set out in summary an adequate basis for the development of the Site Safety & Health Plan and Site Environment Plan to be submitted in accordance with **Clause 4.16 and 4.17 of the GCC.**

The Bidder may be requested to amplify, explain or develop his Outline Safety & Health Plan and Outline Environment Plan prior to the date of acceptance of the Bid and to provide more details with a view to reaching provisional acceptance of such plans.

**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

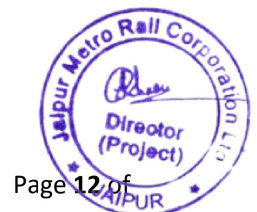
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## **FORM OF BID- APPENDIX 5**

### **BIDDER’S TECHNICAL PROPOSALS**

The Bidder shall prepare his Technical Proposals based on the contents of **Clause C2, Clause C6 and Annexure 1 of the Instructions to Bidders.**

**Signature of authorized signatory of Bidder**



**FORM OF BID- APPENDIX 6**

**GENERAL INFORMATION ABOUT THE BIDDER**

<b>A.BIDDER INFORMATION SHEET</b>		
Bidder's Legal Name		
Legal status of the Bidder	Sole Proprietorship Firm/Partnership Firm/Private Limited Company /Public Limited Company/Joint Venture/ Consortium (Please tick one)	
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet(page2of 2))	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
Lead member of JV/Consortium		
Bidder's legal address in India, telephone numbers, fax numbers, email address for communication		
Bidder's authorized signatory (name, designation, address, contact no.)		
Bidder's authorized representative (name, designation, address, contact no.)		



**FOLLOWING NEEDS TO BE SUBMITTED BY THE BIDDER:(by each member in case of JV/consortium):**

- a) Affidavit in case of Proprietary firm.
- b) Partnership Deed in case of partnership firm.
- c) Memorandum & Article of Association in case of a Public/Private limited company.
- d) In case of JV/Consortium, MOU/Agreement (duly notarized) entered in to by the joint venture/consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.
- e) Authorization/POA in favor of authorized signatory of bidder to sign the bid, and also in favor of authorized representative of each member in case of JV/Consortium.

**Note: Bidder's authorized representative shall be deemed to have authority of the Bidder to receive and deliver any correspondence and attend meetings with JMRC related to the bid.**

**B. JV/CONSORTIUM MEMBER INFORMATION**

**MEMBER-1**

JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company/Public Limited Company (Tick anyone)
Member's country of constitution	
Member's legal address, telephone numbers, email address)	
Member's authorized signatory (name, designation, address)	

**MEMBER-2**

JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company/Public Limited Company (Tick anyone)



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized signatory (name, designation, address)	

**SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF BIDDER**



**FORM OF BID- Appendix- 6A**

**(Undertaking by JV/Consortium members)**

We understand that,

1. In case, it comes to notice of JMRC either during or even after completion of Work that JV/Consortium members have either altered / modified the MOU / JV agreement wrt to the MOU submitted at bidding stage or entered a separate MOU/ Agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this bid for which every constituent member of the JV/Consortia is liable to be debarred for a period upto three years along with such other legal actions as may be permissible under the law.

2. Apart from all of us being jointly and severally responsible, we understand that each of us shall also be individually responsible for our duties as specified in the MOU/JV agreement submitted in terms of clause 1.1.3.1 vii d of NIB. In case our JV/Consortium qualifies the criteria of work experience on the basis of our experience, each of us shall be responsible for deployment of key staff as per clause C12.3 of ITB. In case of failure on our part in fulfilling these duties, the performance security submitted by us may be forfeited by the Employer in addition to other actions.

3. We are aware that our performance shall be adjudged by the Employer on quarterly basis, and if the same is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e Part Termination of the contract as elaborated in NIB clause 1.1.3.1 i (Eligible Applicants) We are also aware that the performance of each of us may be specifically stated in the work experience certificate / performance Certificates which may be issued to us during or after execution of Work for our Business Development purposes.

(i) STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY OF 1ST MEMBER OF JV/Consortium

(ii) STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY OF 2ND MEMBER OF JV /Consortium

AND SO ON.....

STAMP & SIGNATURE OF AUTHORISED SIGNATORY  
ON BEHALF OF JV / Consortium

**Note:**

1. This undertaking shall be signed by each of the JV/Consortium members.
2. The undertaking shall be signed by the authorized signatory of each constituent member and counter signed by the authorized signatory of JV / Consortium.



## FORM OF BID- APPENDIX 7

### STAFFING SCHEDULES AND ORGANISATION CHART

1. We hereby confirm to deploy the minimum project personnel as per Annexure-3 of ITB and with prescribe qualifications and experiences as detailed in Annexure-4 of ITB.

### SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF BIDDER

**Note:** The Bidder shall provide a complete Staffing Schedule and Organization Chart he proposes for the work which has to satisfy the requirement of item 1 above.



CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”

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**FORM OF BID- APPENDIX 8**

**SCHEDULE OF COMPONENTS MANUFACTURED OFFSHORE**

Item	Description of Plant to be Imported
	(to be produced and submitted by Bidders)

**SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF BIDDER**



## FORM OF BID- APPENDIX 9

### BID INDEX

The Bidder shall include with his Bid an index which cross refers all of the Employer's bidder requirements elaborated in these documents to all the individual sections within **Bid Package 1:** Technical Package and **Bid Package 2:** Financial Package which the Bidder intends to be the responses to each and every one of those requirements.

The Bid Packages submitted must be clearly presented, all pages numbered and laid out in a logical sequence with main and subheadings to facilitate evaluation.

**SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF BIDDER**



**FORM OF BID- APPENDIX 10**

**RESOURCES PROPOSED FOR THE PROJECT-PLANTS & EQUIPMENTS**

1. We hereby confirm to deploy the resources as per mentioned in Annexure-5 of ITB.
2. We also confirm to deploy plants & equipment's over and above the numbers indicated as per Annexure-5, if the work requires so.

**Seal & Signature of Authorized Signatory of the Bidder**

**NOTE:** The Bidder shall provide complete details of Resource Plants & Equipment's, he proposes for the work which has to satisfy the requirement of item 1 & 2 above.



**FORM OF BID – APPENDIX 11**

**(As per Clause A 4.2)**

**UNDERTAKING FOR CORRUPT & FRAUDULENT PRACTICE**

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice as defined in Clause 4.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been , or will be, paid and that the bid price will not include any such amount.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

---

**NOTE:**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the bidder or constituent member in case of JV/Consortium.



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

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**FORM OF BID- APPENDIX-12  
[As per Clause C2.2 (n)]**

**COPYRIGHT UNDERTAKING**

Date

To,  
Director, (Project)  
Jaipur Metro Rail Corporation Limited  
1st Floor, A-Wing,  
Admin Building, Mansarovar Metro Depot,  
Bhriku Path, Mansarovar, Jaipur-302020

LETTER OF UNDERTAKING

**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, Water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

We, \_\_\_\_\_ (name of bidder/joint venture) hereby undertake that the downloaded bid documents and drawings as a necessary part of our preparation of this bid, shall be used solely for the preparation of the bid and that if the bid is successful, shall be used solely for the design of the temporary and permanent works.

We further undertake that the aforesaid bid drawings and documents prepared by Jaipur Metro Rail Corporation Limited shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or subcontractors of the joint venture are, or will be involved with either in India or any other country.

Signed.....

For and on behalf of  
(Name of bid / joint venture)



**FORM OF BID- APPENDIX-13**

**PROFORMA FOR STATEMENT OF MINOR DEVIATIONS**

(Refer **Clause C15.1** of ITB)

The following are the particulars of minor deviations from the requirements of the Bid Document:

Sr.No	Clause	Deviations	Remarks (including justification)	Confirming that price of withdrawal of each deviation/s is given in Annexure-13A of financial package

**Note:**

1. The Bidder shall indicate price adjustment against each deviation in Annexure-13A of BOQ. This price is the price which the bidder shall reduce from his bid price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the bidder has not proposed any deviations from bid documents.
3. If the bidder proposes deviations in bid documents and/or any other terms and conditions of the bid, other than in this Appendix, it will have no effect.

**Signature of authorized signatory on behalf of Bidder**



CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”

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**FORM OF BID–APPENDIX 14**

**[As per clause C8]**

**TENTATIVE PROJECT IMPLEMENTATION PROGRAMME**

To be submitted by the bidder as per clause **C8** of ITB



**FORM OF BID –APPENDIX-15**

**[As per clause E4.2]**

**FINANCIAL DATA**

**(CONSTRUCTION WORK DONE DURING THE LATEST LAST FIVE FINANCIAL YEARS)**

**NAME OF THE BIDDER (CONSTITUENT MEMBER IN CASE OF JV/CONSORTIUM) :**

*(All amounts in Rupees in Crores)*

S.N	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2018-19	Year 2019-20	Year 2020-21	Year 2021-22	Year 2022-23
1	2	3	4	5	6	7
	Total value of <b>Construction Work</b> done as per audited financial statements					

**NOTE:**

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
3. All such documents reflect the financial data of the bidder or member in case of JV/Consortium, and not that of sister or parent company.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2018, 2019, 2020, 2021 & 2022.
6. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp & membership number, Firm Registration Number and UDIN.
7. The above financial data will be updated to last day of the month previous to the month of bid submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of bid.
8. The Years mentioned in the table are indicative only. Financial Data (updated as per Note 7 above) for latest last 5 (Five) audited financial years shall be considered for evaluation. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the bid will be considered as non-responsive.

**Signature of authorized signatory on behalf of Bidder**

FORM OF BID –APPENDIX 16

[As per clause E4.2]

**FINANCIAL DATA**

(Commitment for On-going Works / Works in hand)

Applicant's legal name..... Date.....

JV/Consortium Member's legal name.....Page.....of.....pages

(All amounts in Rupees in Crores)

Name and brief particulars of contract (Clearly indicate the Part of the work assigned to the applicant (s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work Assigned to the applicant(s) )	Value of balance work yet to be Done in Rupee equivalent as On the last Day of the previous month of bid submission	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done during next <b>28 months</b> with effect from the first day of the month of bid submission
<b>TOTAL</b>							

Signature of authorized signatory on behalf of Bidder

**Note:**

The above Annexure shall be certified by Chartered Accountant in original under his signature, stamp and membership number, Firm Registration Number and UDIN.



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

# **FORM OF BID - APPENDIX 17**

## **WORK EXPERIENCE**

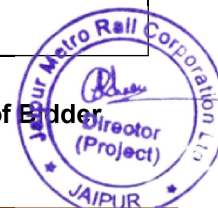
**Bidder's legal name** ..... **Date**.....  
**JV/Consortium Member's legal name**.....**Page** ..... of ..... **pages**

**Type of Participation:** Substantial / Non-substantial (Tick whichever is applicable)

For works as stipulated under clause no. 1.1.3.2 A and 1.1.3.1 (vii) (a) & (vii) (b) of NIB (considering escalation as per Notes No. (e) of Clause 1.1.3.2 of NIB)

Work Experience		
Similar Contract Number _____ of _____ required		
Contract Identification		
Award date		
Completion date		
Employer's Name:		
Employer's Address:		
Telephone / Fax number:		
E Mail:		
Role in Contract (Individual/JV-Consortium member/sub-contractor)	Individual	JV/Consortium Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR at _____ price level (as on the last day of the month previous to the month of bid submission)
Value of "similar work" as per Clause 1.1.3.2.A of NIB (Refer Note -3 below)	Currency (as stated in Client's Certificate)	In equivalent INR at _____ price level (as on the last day of the month previous to the month of bid submission)
If JV member, specify percentage participation in contract & amount (Please refer Note-1 below)	% Participation	In equivalent INR at _____ price level (as on the last day of the month previous to the month of bid submission)

**Signature of authorized signatory on behalf of Bidder**



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

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**NOTE:**

1. Only the value of contract as executed by the bidder / member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
2. Separate sheet for each work along with Client's Certificate to be submitted.
3. If the above work(s) comprises of works other than “ similar work” also, then client's certificate clearly indicating the amount of “ similar work” shall be furnished by the bidder.



CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”

## FORM OF BID - APPENDIX -17A

### Summary of Information provided in Appendix 17

Bidder's legal name ..... Date.....

JV/Consortium Member's legal name..... Page ..... of ..... pages

Name of Applicant (each member in case of JV/Consortium )	Total Number of works			No. of contracts delayed, i.e., completed beyond the original date of completion
	As per clause no. 1.1.3.2 A of NIB	For substantial partner of JV/Consortium as per Clause No. 1.1.3.1(vii)(a) of NIB	For non-substantial partner of JV/Consortium as per Clause No. 1.1.3.1(vii)(b) of NIB	

**NOTE:-** Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately.

Signature of authorized signatory on behalf of Bidder



FORM OF BID–APPENDIX 18

FINANCIAL DATA  
(FINANCIAL STANDING)

Applicant’s legal name.....Date.....

JV/Consortium Member’s legal name..... Page.....of.....Pages

Each Applicant or member of a JV must fill in this form

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		Year 2018-19	Year 2019- 20	Year 2020-21	Year 2021-22	Year 2022-23
1	Total Assets					
2	Current Assets					
3	Total External Liabilities					
4	Current Liabilities					
5	Annual Profits Before Taxes					
6	Annual Profits After Taxes					
7	Net Worth [=1- 3]					
8	Working Capital [=2- 4]					
9	Return on Equity					
10.	Annual turnover (from construction work)					
11.	Gross Annual					



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2018, 2019, 2020, 2021 & 2022.
6. Return on Equity = Net Income / Shareholders Equity  
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Shareholders equity does not include preferred shares.
7. This Appendix-18 of FOB shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp, membership number, Firm Registration Number and UDIN.
8. The Years mentioned in the table are indicative only. Financial Data for latest last 5 (Five) audited financial years shall be considered for evaluation. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the bid will be considered as non-responsive.

**Signature of authorized signatory on behalf of Bidder**



**Appendix- 18 A**

**(Affidavit for Unaudited Balance Sheet as per First Bullet of Notes of NIB Clause 1.1.3.2 B)**

*(On a non-judicial stamp paper of appropriate value)*

(To be filled by the bidder\* in case their Balance Sheet for F.Y. 2022-2023 has not been audited. If the Balance sheet for F.Y. 2022-23 has been audited then the bidder need not to fill this form or may simply write "NOT APPLICABLE")

I,..... (Name and designation of Authorized signatory)

of.....

(Name of Company/Firm/Proprietorship/Partnership) hereby confirm that the Balance sheet for Financial year i.e. **F.Y. 2022-23** has actually not been audited/ or under finalization so far.

**Signature of authorized signatory on behalf of Bidder**

\* In case the bidder is a Joint Venture/Consortium, each individual member has to submit this affidavit.

\*This Appendix-18A of FOB shall be duly certified by Chartered Accountant under his signature, stamp, membership number and firm registration number and must contain UDIN there on and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.



**FORM OF BID - APPENDIX 19**  
**(Undertaking as per Clause 1.1.3.1 v(a) & (b) of NIB)**

**(to be submitted by bidder (single entity) or by each member separately in case of JV/Consortium)**

We do hereby undertake that JMRC/ any other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries has not banned business with us as on the date of bid submission. Also any work of the value more than 10% of NIB cost of work, executed either individually or in a JV/Consortium, has not been rescinded/ terminated by JMRC/ any other Metro Organization (100% owned by Govt.) after award of contract to us during last 3 years (from the last day of the previous month of bid submission) due to our non-performance.

Further, we do hereby undertake that we are not debarred under section 46 of Rajasthan Transparency in Public Procurement Act, 2012 by the State Government/JMRC.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

**Note :**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the bidder. In case of JV/Consortium by the authorized signatory of the constituent member counter signed by the authorized signatory of the bidder



**FORM OF BID - Appendix-19A**

**(Undertaking as per clause 1.1.3.1v(c) of NIB)  
(to be submitted by bidder (single entity) or each member of the JV/Consortium separately)**

- (i) We do hereby undertake that following is the list of all the on-going Civil Engineering works awarded by JMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIB cost of work and the list of completed Civil Engineering Works awarded by JMRC/ any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of bid submission) of value more than 40% of NIB cost of work.

**Applicant's legal name..... Date.....**

**JV/Consortium Member's legal name..... Page..... Of..... Pages**

S.n o.	Contract No. & Name of Work	Name of Employer / Client	Name of the contractor including constituent members in case of JV/Consortium	Performanc e of work.	Performance based on
				* Satisfactory/ unsatisfactory	*Client's certificate/ Undertaking by bidder
1					
2					
Add required number of rows					

\*Strike through whichever is not applicable.

- (ii) We also do hereby undertake that the performance of works has been indicated above for all the works which are either based on client/Employer certificate or our undertaking. We also understand that JMRC at its sole discretion may get performance of any such work, for which undertaking of satisfactory performance has been given by us, directly from the Client/ Employer for the Works listed above and if performance from Client/Employer for such work is found to be unsatisfactory, we shall be considered non-complaint to the bid condition.



**Note:**

- a) The bidder may either submit satisfactory performance Certificate issued by the Client/ Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work(for on-going works) failing which their bid submission shall not be evaluated and the bidder shall be considered non-responsive and non-compliant to the bid conditions. In case of non submission of either satisfactory performance Certificate from Client/Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of bidder in terms of Note(b)below.
- b) If the bidder or any of the constituent JV/Consortium member (s) has reported four or less number of works in the Appendix19A then there should not be any unsatisfactory performance in any of the works of bidder or any of the constituent JV/Consortium member (s) .

Otherwise, the bidder including the constituent JV/Consortium member (s) .shall be considered ineligible for participating in bid process. In other cases, if the Overall Performance of bidder or any member of the constituent JV/Consortium member (s) .in case of JV/Consortium, in more than 20% of the works reported in the Appendix 19A(rounding off to the nearest lower whole number) is unsatisfactory, the bidder including the constituent‘ substantial member(s)’ of JV/Consortium shall be considered ineligible for participating in bid process and they shall be considered ineligible applicants in terms Clause1.1.3.1of NIB..

- c) If there are any adverse remarks in the client’s completion/performance certificate, the same shall be examined during technical evaluation.
- d) If there is any misrepresentation of facts with regards to performance in any of the works reported above, the same will be considered as “fraudulent Practice” under clause 4.33.1a (ii) of GCC and the bid submission of such Bidders will be rejected be side staking further action as per Clause 4.33.1(b)& 13.2.1of GCC.
- e)The undertaking shall be signed by authorized signatory of the bidder .Inc case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of bidder.

Stamp & Signature of Authorized Signatory

Example:

WorksreportedintheAppendix19A	0-4	5	6	7	8	9	10	14
No. of unsatisfactory works acceptable	Nil	1	1	1	2	2	2	3



**FORM OF BID- Appendix- 20**

**(Undertaking as per clause 1.1.3.1v (d) of NIB)**

**(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)**

**(to be submitted by bidder (single entity) or by each member separately in case of JV/Consortium)**

We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Civil Engineering works awarded by JMRC/any other Metro Organization(100% owned by Govt.) of value more than 10% of NIB cost of work executed either individually or in a JV/Consortium during last three years (from the last day of previous month of the bid submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

---

**Note:**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/ Consortium.
2. The undertaking shall be signed by authorized signatory of the bidder. In case of JV/ Consortium by the authorized signatory of the constituent members countersigned by the authorized signatory of bidder.



**FORM OF BID- Appendix- 21**

(Undertaking as per clause 1.1.3.1v(e) of NIB)

**(UNDERTAKING FOR FINANCIAL STABILITY)**

**(to be submitted by bidder (single entity) or by each member separately in case of  
JV/Consortium)**

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years (from the last day of previous month of the bid submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

---

**Note:**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/ Consortium.
2. The undertaking shall be signed by authorized signatory of the bidder. In case of JV/ Consortium by the authorized signatory of the constituent members countersigned by the authorized signatory of bidder.



**FORM OF BID - Appendix- 22**

**UNDERTAKING FOR DOWNLOADED BID DOCUMENT**

We here by confirm that, we have downloaded/read the complete set of bid documents (as named in Clause 1.1.4 of NIB)/ addendum/ corrigendum/ clarifications along with the set of enclosures hosted on e-bidding portal <https://eproc.rajasthan.gov.in>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-bidding portal [<https://eproc.rajasthan.gov.in>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

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**FORM OF BID- Appendix- 23**

**(Undertaking as per Clause 1.1.3.1 ix (d) of NIB)**

DELETED



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

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**FORM OF BID- Appendix- 24**

DELETED



**FORM OF BID- Appendix-25**

**Details of Bank Account for refund of Bid Security**

**(Application if Bid Security deposited through Demand Draft/Banker's Cheque/  
RTGS/NEFT/IMPS)**

1. Name of the Firm/Bidder:
2. Complete Address:
3. Name of the Bank:
4. Branch:
5. Address of the Bank Branch:
6. Name of the Account holder in Bank:
7. Account Type:
8. Account Number:
9. IFS Code of the Bank Branch:
10. Whether a copy of cancelled Cheque of the bidder / Firm submitted: Yes or No (please Tick)  
(A copy of cancelled cheque to be enclosed)

**Signature of the Authorized person of the  
Bidder with seal & Date**

**Note:-**

- a) Bid Security will be refunded through NEFT/RTGS/IMPS/DD/Banker Cheque/any other mode of payment, in the name of firm and bank account mentioned in this appendix, which shall be of same firm and account through which Bid Security has been paid to JMRC.
- b) Bid Security shall be paid in compliance with ITB Clause C18.1.2/C18.1.3



**FORM OF BID- Appendix- 26**

**Undertaking**

1. We understand that our technical proposal (understanding & Comprehension of Work, General approach & Methodology), Outline Safety & Health Plan, Outline Environmental Plan, Outline Quality Plan are for assessment of eligibility requirements and the same have no bearing on our financial bid. We undertake that the work will be executed as per provision of bid specifications/drawings/Outline Design Specification basis report despite contrary provisions, if any, in our submission and nothing extra will be claimed on this account.
2. We understand that design calculations/drawings/specifications submitted by us are not adequate for detailed examination at this stage, so we hereby confirm that we will comply all the design requirement and codal provisions as specified in bid documents and also confirm that due to any change in design/construction methodology during the execution of work, nothing extra shall be claimed by us.
3. We understand that some of the parameters have been assumed or taken from Geo-Technical report for design purpose. The Geo-Technical report is for general information only. We hereby confirm that all the design/methodologies shall be based on the detailed soil investigation to be carried out by us after award of work for which nothing extra shall be claimed by us.

We hereby undertake that in case of any deviation in Technical Proposal with respect to the Bid documents & Bid drawings, the conditions as mentioned in Bid documents shall prevail.

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY**



FORM OF BID- Appendix- 27

(Ref : NIB Clause 1.1.3.1 x)

**UNDERTAKING (Land Border Country Registration Requirement)**

*(To be executed on a non-judicial stamp paper)*

Name of Bidder \_\_\_\_\_ NIB Number \_\_\_\_\_

I/We have read the Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India, I/we certify that, bidder M/s \_\_\_\_\_ (Name of Bidder) is

1. not from such a country  
or
2. if from such a country has been registered with the Competent Authority i.e. as specified in Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021. **(Evidence of valid registration by the Competent Authority shall be attached).**

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

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

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the bidder]*

Date: *[insert date of signing]*



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

**FORM OF BID - Appendix- 27A**

**(Pending Litigation as per Clause 1.1.3.1 v(f) of NIB)**

**(to be submitted by bidder (single entity) or by each member separately in case of JV/Consortium)**

**Applicant's legal name .....**

**Date.....**

**JV/Consortium Member's legal name.....**

**Page ..... Of..... Pages**

**Net Worth of the bidder/ JV/Consortium Member INR\* .....Crore during last audited financial year**

S.No.	Contract Identification	Year of award	Total completed cost (current value in case of ongoing work) (INR*)	Total amount in dispute (including claims & counterclaim) (INR*)	Applicant's percentage participation (in case of work executed by the applicant in JV/Consortium)	Applicants share of disputed amount (INR*)
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (5)*(6)
	Contract Identification: Name of Employer: Address of Employer: Matter in dispute: [indicate main issues in dispute] Status of dispute: [indicate if it is under Arbitration or being dealt with by the Judiciary]					
1						
2						
Add required number of rows						
	Total of amounts of all contracts in dispute (INR*)					
	Percentage of net worth					

*\* or respective currency*

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY**



**CONTRACT ICB No.JP/EW/1C(Underground)/03: “Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India.”**

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**Note:**

1. In case of JV/Consortium, this information shall be submitted by each member of the JV/Consortium.
2. This information shall be signed by authorized signatory of the bidder. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of bidder.



**FORM OF BID - APPENDIX 28**

**Declaration by the Bidder in compliance of Section 7 & 11 of the Rajasthan Transparency in Public Procurement Act, 2012**

***(To be executed on a non-judicial stamp paper and duly notarized)***

**Declaration by the Bidder**

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

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

Date:

Signature of Bidder

Place:

Name :

Designation:

Address



**FORM OF BID - Appendix-29**

**Mandatory Registrations: EPF, ESIC and Contract Labour License**

**UNDERTAKING**

**(On letter head of bidder firm)**

1. I/we M/s..... hereby submit that presently my/ our firm is not registered with any or all of the authorities as mentioned below:-

<b>S. No</b>	<b>Registration For</b>	<b>Registered or Not registered</b>
(a)	Employees Provident Fund	
(b )	Employee State Insurance	
(c)	Contract Labor License under contract Labor Regulation and Abolition Act 1970	

2. I hereby undertake that within 30 days of issuance of LOA by JMRC, we shall get registered with the authorities concerned for above mentioned registrations please.

**Note:** The bidder is required to get its firm registered for EPF, ESI and Contract Labor license within 30 days of issuance of LOA. If the bidder does not get registered with these Statutory Authorities then its 1st Running Account (R/A) payment shall not be released till it get registered with these Authorities. Firm is required to submit an undertaking in this regard on its letter head.

Signature of Authorized Signatory with Seal



FORM OF BID - Appendix-30

Power of Attorney for Authorized Signatory of Bidder Firm.

**POWER OF ATTORNEY FOR SIGNING THE BID**

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... and presently residing at....., who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "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 **CONTRACT ICB No.JP/EW/1C(Underground)/03: "Design and Construction of Twin Tunnel by Shield TBM, Underground Station (Ramganj Chaupar), Cut and Cover Tunnel Box and Underground Ramp from Badi Chaupar dead end Ch:10387.860 to Underground ramp end Ch:13040 of Jaipur Metro Phase-1C including Entry Exit Structures, Architectural finishing, water supply, Sanitary Installations and Drainage Works at Jaipur, Rajasthan, India."** including but not limited to signing and submission of all Bids, bids and other documents and writings, and other conferences and providing information/ responses to JMRC or its Engineer, representing us in all matters before JMRC or its Engineer, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC or its Engineer in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof /or till the entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 us.

IN WITNESS WHEREOF WE , .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF .....(Month & Year).



For (Signature)

(Name, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

**(Notarized)**

**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 chartered documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the Applicant should submit for verification the extract of the chartered documents and documents such as a resolution/power of attorney in favors of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.



**For Volume – II to Volume – VII**

Bidders may visit e-bidding website

<https://eproc.rajasthan.gov.in>

