Price Rs. 1180/-

JAIPUR METRO RAIL CORPORATION LTD.

NIB No.: 02/JMRC/Project/2022-23

"Detailed Topographical Hybrid Survey using Drone +Total Station + DGPS for Extension of underground and elevated section E-W Corridor from Badi Chaupar to Transport Nagar (2.85Km) Phase-1C and Mansarovar to Ajmer Road (Chauraha) (1.35 km) Phase-1D" of JAIPUR METRO RAIL CORPORATION at Jaipur.

OPEN E-BID WORKS CONTRACT TWO PART BID DOCUMENT



Jaipur Metro Rail Corporation Ltd.

Office of General Manager (Project Coordination), Jaipur Metro Rail Corporation Ltd., 1st Floor, A-Wing, Admin Building, Bhrigu Path, Mansarovar Metro Depot, Jaipur-302020

Mobile No-: +91-9650992378; 7728895359; Tel:-0141-2822786/788; Email: gmpc@jaipurmetrorail.in; jgmc@jaipurmetrorail.in

| TABLE OF CONTENTS | | |
|-------------------|---|----------|
| S.No | Details | Page No. |
| 1 | Notice Inviting Bid (NIB Key Details) & Scope of Work | 1 to 17 |
| 3 | Instructions to Bidders (ITB) (Schedule-B) | 1 to 4 |
| 4 | Special Conditions of Contract (SCC) (Schedule-C) | 1 to 6 |
| | General Conditions of Contract (GCC) & SAFETY HEALTH AND | 1 to 76 |
| 6 | ENVIRONMENT (SHE) MANUAL (Schedule-D)(Available on JMRC's website) (Schedule-D) [Available on JMRC's website for reference] | 1 to 122 |
| 7 | Annexure (s) (Schedule-E) | 1 to 10 |
| 8 | Forms (Schedule-F) | 1 to 16 |
| 9 | Price Bid/BOQ (Schedule-G) | 1 |
| 10 | Check List for Bid Evaluation & Submission by Bidders (Schedule-H) | 1 |



JAIPUR METRO RAIL CORPORATION LIMITED NIB No.:02/JMRC/Project/2022-23

GENERAL:-

- (i) Jaipur Metro Rail Corporation invites bid from interested and eligible agencies for Detailed Topographical Hybrid Survey using Drone +Total Station + DGPS for Extension of E-W Corridor from Badi Chaupar to Transport Nagar (2.85Km) Phase-1C and Mansarovar to Ajmer Road (Chauraha) (1.35 km) Phase-1D" of JAIPUR METRO RAIL CORPORATION at Jaipur. This bid is invited under RTPP Act-2012, and RTPP Rules, 2013(Compiled up to date).
- (ii) 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.
- (iii) 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.

1.0 NOTICE INVITING BID (NIB) FOR OPEN ONLINE BID:- (KEY DETAILS)

| ()) | N 0 A 1 1 CU D : E (| |
|-------|---------------------------------------|--|
| (a) ` | Name & Address of the Procuring Entry | Office of General Manager (Project Coordination), |
| | | Jaipur Metro Rail Corporation Ltd., |
| | | 1 st Floor, A-Wing, Admin Building, |
| | | Bhrigu Path, Mansarovar |
| | | Metro Depot, Jaipur-302020 |
| (b) | Subject Matter of Procurement. | Detailed Topographical Hybrid Survey using Drone +Total |
| ` ′ | , | Station + DGPS for Extension of E-W Corridor from Badi |
| | (Name of Work) | Chaupar to Transport Nagar (2.85Km) Phase-1C and |
| | | Mansarovar to Ajmer Road (Chauraha)(1.35 km) Phase-1D" |
| | | of JAIPUR METRO RAIL CORPORATION at Jaipur. |
| | | or or an orange rate of a control of a conpar. |
| (c) | Time Period | 30 days from the date of LOA or as per the directions |
| ` ' | | contained in the LOA. |
| | | |
| (d) | Defect Liability Period | Not applicable. |
| ` , | • | |
| (e) | Bid Procedure | Two Stage (Technical Bid & Financial Bid), |
| | | |
| | | Online Open Bid Procedure. |
| (6) | B: 15 1 1: 0 1: 1 | T 1 1 1 0 117 1 1 |
| (f) | Bid Evaluation Criteria | Technically Qualified and |
| | | Lawaat Biddor (L. 01) |
| | | Lowest Bidder (L-01) |
| (g) | Website for downloading Bidding | https://eproc.rajasthan.gov.in; https://sppp.rajasthan.gov.in; |
| (9) | Document, Corrigendum's, | intpo.// oproo.rajaotriari.gov.iii, inttps://oppp.rajaotriari.gov.iii, |
| | Addendums, etc. | |
| | Addondams, Glo. | |
| | I . | |

| (h) | Cost of Bid Form | For participating in the bid, the bidder has to pay cost of bid |
|-----|--|--|
| | (Non Refundable) | form as below: - |
| | (Non-Refundable) | (a) Cost of Bid Form: - Rs. 1000+ GST@18%= Rs 1180/- Rupees. (DD/BC of scheduled bank payable in favour of " Jaipur Metro Rail Corporation Limited "). |
| (i) | Estimated cost | INR 6,71,098.07/- (Inclusive of all taxes, other charges) |
| (j) | Bid Security Deposit (EMD) (Refundable to unsuccessful Bidder) | Amount (INR): 02% (Rs.13,422/-) of Estimated Procurement Cost. (DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited or as per RTPPR-2013) |
| (k) | E-Bid Processing Fee (Non Refundable) | Rs.590/- (Including GST @ 18%) (Rs. Five Hundred Ninety Only) by Demand Draft / Bankers Cheque, payable in favour of ("Managing Director, RISL, Jaipur") |
| (1) | Venue of Physical Submission of Cost of Bid Form, Bid Security and E-Bid Processing Fee and original hardcopy of Financial Instruments (Cost of Bid Form, EMD/Bid Security & E-Bidding Fee) as uploaded on E-Proc website by bidder. | Office of General Manager (Project Coordination), Jaipur Metro Rail Corporation Ltd., 1st Floor, A-Wing, Admin Building, Bhrigu Path, Mansarovar Metro Depot, Jaipur-302020 Up to:- Date:-15.03.2023 Time:15:00 Hrs |
| (m) | Publishing Date on E-Proc Portal, SPPP Portal and JMRC Website. | Date:-08.03.2023 Time:10:00 Hrs |
| (n) | Document Sale/ Download/ Cost of Bid Form deposition period. | From:- Date:-08.03.2023 Time:10:00 Hrs To:- Date:-15.03.2023 Time:15:00 Hrs |
| (0) | Online Bid Submission Period on E- Proc Portal of Rajasthan Government. | From:- Date:-08.03.2023 Time:10:00 Hrs To:- Date:-15.03.2023 Time:15:00 Hrs |
| (p) | Online Technical Bid Opening Date and Time | Date:-15.03.2023 Time:15:30 Hrs |
| (q) | Bid Validity | 90 days from the bid submission dead line. |
| (r) | Bidders Eligibility: - | Documents required to be submitted: - |
| | (i) Cost of Bid Form, Bid Security Deposit and E-Bid Processing Fee | (i) As per Clause 1.0 (h), Clause 1.0 (j) and Clause 1.0 (k) in original to JMRC before the due date and time for the bid submission as per Clause 1.0 (l) & (o) of NIB of Bid Document. |
| | (ii) Similar work: The bidder firm should have experience of Execution of similar work in India for state/Central Government Bodies etc. Experience of having satisfactorily completed similar works during the period of last 05 Years reckoned from the date of last date of bid submission should be either of the following: | (ii) Self certified copies of Certificates for satisfactory completion of similar works (Completed during the period of last 05 Years reckoned from the date of last date of bid submission) issued by the authorized person of the department/institution not below the rank of Executive Engineer/Manager. |

Three "similar works"* completed works as mentioned below, each of value not less than the amount equal to Rs. 2.68 lakh (40% of the estimated cost Rs. 6.71 Lakh).

Or

Two "similar works"* completed works each of value not less than the amount equal to Rs. **3.36 lakh** (50% of the estimated cost. Rs. 6.71 Lakh).

Or

One "similar work"* completed work each of value not less than the amount equal to Rs. **5.37 lakh** (80% of the estimated cost. Rs. 6.71 Lakh).

*Similar Work for this contract shall be of following categories:

a. Topographical survey with use of total station,

or

b. Topographical survey with the use of drone,

or

c. Combination of both a & b above.

In case, the bidder is able to substantiate the amount of similar work executed based on either of the similar work categories mentioned above, then the bidder or its JV/Consortium partner must have compulsorily executed at least one work of any of the similar work category, for a minimum value of 40% of estimated cost of Rs. 6.71 Lakh.

- (iii) The bidder firm maybe: -
 - -Company registered under "Companies Act-1956/2013"; OR
 - Registered Sole proprietor; OR
 - -Registered Partnership/Joint Venture Firm. And must be in existence for the execution of similar works for minimum period of 03 Years reckoned from the last day of previous month to the month in which NIB was called. Detailed conditions on participation of JV, please refer clause 1.1 of NIB
- (iii) Self-attested copy of registration document as proof of registered firm. (Copy of Registration certification of the firm / Partnership deed / Certificate of incorporation, Copy of Articles of Association & Memorandum of Association (if applicable) etc.).

- (iv)The bidder should have "Annual Turn Over" of Rs 5.37 Lakhs (80% of Estimated Cost of Work) in any
- (iv) Self-Certified Certificate issued by Chartered Accountant (CA) for the "Annual Turn Over" of the Bidder. OR

one of the last 03 Financial Years 2019-20 to 2021-22. If the statement for Year 2021-22 is not available then statement for the duration of Financial Year 2018-19 to 2020-21 may be submitted.

to 2020-21 may be submitted.

The average annual turnover of JV will be based on percentage participation of each member.

participation of each member. Example: let the member-1 has percentage participation = M and member-2 has = N. Let the average annual turnover of member-1 is "A" and member-2 is "B", then average annual turnover of JV will be: (AM+BN)/100 Self-certified Income Tax Return Documents (ITRs) & Audited Balance Sheets (Certified by Chartered Accountant (CA).

(v) Mandatory Registrations of the bidder such as "Goods & Service Tax (GST)" and Income Tax Registration along with Statement of Bank Account of bidding firm.

- Self-Certified Copy of:-
- -GST Registration mentioning GST number in name of Bidding Firm.
- -Copy of PAN Card.
- -Self certified copy of the statement of Bank Account for the Last Six Months in the name of bidding firm.

Note:-

- (a) For point no. (iii) above, in case of bidder is JV/consortium; the above documents shall be mandatorily submitted for all the constituent members. Only the value of contract as executed by the bidder in his own name should be indicated and shall be considered. Where a work is undertaken by a group (Joint Venture), only that portion of the work which is undertaken by the concerned bidder shall be considered and the remaining done by the other partners of the group shall be excluded. This is to be substantiated with a specific certificate from the Employer who have awarded this work. In case specific division of works undertaken by the group partners is not stated in the submitted documents, then the percentage participation of the bidder in the group as stated in the submitted documents (JV/ agreement or Client certificate) shall be considered as the value of the work done by the bidder/partner of JV.
- (b) 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.

(s) SUBMISSION OF BIDS:-

Online bids will have to be digitally stamped and signed by the authorized signatory of bidder firm and submitted in a time stamped electronic sealed box on **http://eproc.rajasthan.gov.in** in the manner as below

The Bidder shall submit his signed and stamped bid online in two parts:-

- (i) First Part:- Technical Bid with all necessary documents in .pdf format (Self Certified/Signed by authorized Signatory of Firm) as per Clause 1.0 (r) of NIB, Scanned Copy of financial instruments such as Cost of Bid Form, E-Bid Processing Fee and Bid Security as per Clause 1.0 (h, j, k & l) of NIB, complete bid document as per Clause 1.1.1 of ITB of Bid Document (Except Schedule-G/Price Bid/BOQ) and;
- (ii) **Second Part**:-Financial Bid in electronic format. (.xls Format), Online through E-Proc Portal for Rajasthan Government to procuring entity of JMRC as per Clause 1.0 of NIB of Bid Document on or before the last date of bid submission.

Note:-

(i) Original Copy of DD/BC for Cost of Bid Form, E-bid Processing Fee & Bid Security as uploaded on E-Proc website to be submitted at the office of JMRCL before the due date

of submission as per Clause-1.0 (I) of NIB Document.

(ii) The bidders have to take utmost care that the Financial Bid is to be submitted separately in Second Part of Bid i.e Financial Bid on E-Proc website only. If any details of Financial Bid whether intentionally/ unintentionally/ by mistake are mentioned in First Part i.e Technical Bid by the bidder; then its bid shall not be considered by JMRC. No correspondence in such matter shall be entertained by JMRC.

(t) **POINTS TO BE NOTED:**

- (i) Bidder (authorized signatory) shall submit their Two Part Bid (First Part:-Technical Bid and Second Part:-Financial Bid) online on E-Proc website i.e. https://eproc.rajasthan.gov.in both for technical and financial proposals separately for each.
- (ii) In case, any of the bidders fails to pay the Cost of Bid form, E-Bid Processing Fee and Bid Security to JMRC, its Bid shall not be considered and shall be rejected.
- (iii) JMRC will not be responsible for delay in Bid submission due to any reason.
- (iv) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- (v) Conditional Bid shall be summarily rejected by JMRC.
- (vi) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until formal contract is signed and executed between the procuring entity and the successful bidder.
- (vii) All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Form-B and /or minor deviation without quoting the cost of withdrawal shall be considered as non responsive and shall be summarily rejected.
- (viii) Any Bid received with unattested cutting/ overwriting shall be rejected.
- (ix) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only for the help the bidders to prepare a logical bid-proposal.
- (x) The provisions of RTPP Act 2012 and RTPPR-2013 Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPPR-2013 Rules thereto, the later shall prevail.
- (xi) Approved GCC & SHE Manual is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC &SHE Manual. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC & SHE Manual document and submit it to the JMRC.

1.1 Eligible Applicants:

i. The bid for this contract 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 1.0 (r) 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 MOU/JV agreement submitted by the Bidder in terms of clause 1.1 (v) d.

Performance of each JV/consortium 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:

- a. At their own, if they have adequate technical competence to the satisfaction of Employer.
- b. 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.
- c. 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 default members(s)& without any financial implication to the Employer. The new member(s)shall be jointly and 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 (a) and (b) 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(s).

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

- ii. a) Only Indian bidder is permitted to bid, either individually as a bidder or as a partner of JV. Joint venture or consortium arrangement is permitted only with firms that are registered or incorporated in India having minimum participation interest of 20% in this bid.
 - 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 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. Conflict of Interest:
- (1) A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- (2) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following:-

- (a) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
- (b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
- (c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.
- (d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.
- (3) 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 receives 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 Biding 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 If the Bidder or any of the constituent JV/Consortium member(s) does not meet the criteria stated as per Clause 1.1 of NIB, including the constituent JV/Consortium member(s) shall be considered ineligible for participation in bid process and they shall be considered ineligible applicants.

V. LEAD PARTNER/ NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/ CONSORTIUM

a) In case of JV/Consortium of Indian contractor: Lead partner must be a substantial partner in the JV/Consortium i.e. having 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 minimum 40% of NIB value in last 5 years.

- 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 will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium. In the bid for similar/civil work, a joint venture/Consortium to qualify, each of its non-substantial partner must have experience of executing at least one similar/civil work of minimum 20% of NIB value in last 10 years.
- c) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant 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 acceptable to the Employer, providing clearly that any abrogation/subsequent reassignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other 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 conditions 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 the notice of JMRC either during or even after completion of Work that JV/ Consortium members have either altered / modified the MOU / JV agreement with respect to the MOU submitted at biding 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 Employer in such cases, may in its discretion take action under clause4.33.1 (b) and / or under clause 4.33.1 (c) 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.

- (vi) 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,-
 - (a) if debarred by the State Government; and
 - (b) if debarred by JMRC and by any other Metro Rail Organisation.

Office of General Manager (Project Coordination), Jaipur Metro Rail Corporation Ltd., 1st Floor, A-Wing, Admin Building,

Bhrigu Path, Mansarovar Metro Depot, Jaipur-302020 Mobile No-: +91-9650992378; 7728895359; Tel:-0141-2822786/788;

Email: qmpc@jaipurmetrorail.in;

SCOPE OF WORK

2.1 GENERAL

The work mainly comprises of Detailed Topographical Hybrid Survey using Drone +Total Station + DGPS from Badi Chaupar to Transport Nagar (2.85Km) Phase 1C and Mansarovar to Ajmer Road (Chauraha) (1.35 km) Phase -D" of JAIPUR METRO RAIL CORPORATION at Jaipur.

Site Familiarization Certificate: The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The costs of visiting the site shall be at the Bidder's own expense. The bidders should visit the work site, acquaint themselves with site conditions, approach roads, availability of materials, lead of materials, etc.

The contractor is required to execute the work in stretches/areas as per alignment plan given in tender documents. Contractor shall have no claim if the stretches/area is not available for execution due to traffic constraints etc., Also no extra time shall be permitted on this account.

2.2 BRIEF SCOPE:-

The above work shall cover the following:

- i. The contractor shall submit Programmes and Progress Reports of works as per Clause-4.13 and Clause - 4.14 of General Conditions of Contract (GCC) available on JMRC's website for bidder's reference. The GCC Document shall also be a part of bid document and contract for this work.
- ii. Provision of all necessary labours, construction equipment, instruments and appliances in connection with all above mentioned work as specified or as directed by Employer/Engineer.
- iii. deleted.
- iv. Clearing site after completion of work and handing over of all the works, as specified and directed by Engineer-In-Charge.
- v. Damage caused to the properties, if any, during execution of above work shall be rectified by the bidder at his cost failing which the cost of rectification shall be recovered at market cost of such items from any R/A Bill / Final Bill of the bidder.
- vi. The work shall be carried out as and when required by Engineer/Employer. with all safety precautions. The bidder shall ensure all his workers shall have Personal Protective Equipment's (PPE's) at his own cost and ensure safety of site by providing Barricades (if required) for restricting movement of public to work area. The barricade arrangement (if required) shall be approved by Engineer-In-Charge keeping in view the overall circulating pattern of the commuters at the work site
- vii. Time Period as stipulated in NIB from the stipulated date of commencement/LOA of work as per clause 1.0 (c.) of NIB.
- viii. deleted
- ix. deleted
- x. deleted
- xi. deleted
- xii. The value of work shall be on items of rates accepted and/or percentages above/below/At-par on price bid document. Letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract.
- xiii. The above mentioned work should be carried out with bidders own material, labour and tools /plants as per the specification and drawings, complete as required.

2.3 MATERIALS

Quality

All materials used in the works shall be of the best quality of their respective kinds as specified herein, obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed in the Technical Specifications / Code of Practice(RPWD/CPWD/IRC/IS Codes etc) as per the directions of Engineer-In-Charge.

2.3.1 Rejection

Any materials that have been found not to conform to the specifications will be rejected forthwith and shall be removed from the site by the bidder at its own cost within 5 days

Any work not to the satisfaction of the engineer or his representative will be rejected and same shall be rectified, or removed and replaced with work of required standard of workmanship at no extra cost.

2.4 TIME SCHEDULE:

The contract period for execution of the above mentioned work is as mentioned in NIB from date of commencement/LOA of work. The works should start immediately for the different works after issuance of work orders by the competent authority time to time during contract period.

2.5 VARIATION IN QUANTITIES

Quantities provided in BOQ are tentative, variation shall be considered in accordance to clause 12 of GCC and as per the latest provisions of Rule-73 of RTPPR-2013.

2.6 CONTRACTOR'S PROJECT ORGANIZATION.

The Contractor shall have a competent team of Managers, Surveyors, and Technical staff etc so as to complete the work satisfactory as per various requirements of the contract.

2.7 ACTIVITIES TO BE PERFORMED ARE AS FOLLOWS:

- i. Topographical Survey (Aerial + DGPS+ Total Station) survey along the proposed alignment
- ii. Establish GPS Control points.
- iii. Traverse / Triangulation survey between established DGPS Point.
- iv. Marking & fixing of triangulation pillars & steel plate for triangulation pier control.
- v. Precise Levelling survey
- vi. Final Location Survey
- vii. Tree identification, co-ordinates with number, Girth and species
- viii. Pegging of alignment/center line marking.
- ix. Regular levelling of control points with High Accuracy Digital Level
- x. Designing of horizontal and vertical track alignment including submission of draft report and final report in 04 copy.
- xi. All the activities and works items as specified in Bill Of Quantity (Schedule-G)
- xii. Bore holes, hand pumps and wells and proposed ancillary building near underground station locations etc as per the directions of Engineer-In-Charge.

2.8 GENERAL INSTRUCTIONS

- I. All the survey work (barring levelling work) shall be carried out using Total Station of **One Second accuracy**. The levelling work shall be carried out by Digital Level of better than 1mm per km accuracy.
- II. All control points must be fixed in consultation with the Employer/Engineer-incharge or its representative.
- III. The legends for surveying and preparation of plans shall conform to that of Survey of India.
- IV. Weekly progress report including planning for the next week shall be sent to Employer/Engineer-in-charge every week.

- V. All field books, note books, floppies, CDs, drawings and other documents containing field data gathered during Traverse survey shall be handed over to JMRC and contractor shall have no claim or use whatsoever. The contractor shall not reproduce any data collected from the work in any form.
- VI. The Employer/Engineer-in-charge or its representative will be visiting the site and the staff engaged in work shall extend co-operation and explain methodology adopted and satisfy them for accuracy of work.
- VII. The equipment shall be accessible to the Engineer-in-charge or its representative for inspection to ensure their suitability for the job.
- VIII. X, Y, Z co-ordinates of all triangulation points are to be carried forward with respect to the co-ordinates of control points at the end of Corridor.
- IX. It is the responsibility of the Survey Agency to obtain necessary permissions from the all concerned authorities. JMRC will provide necessary letters for the same, all the cost involve in obtaining such permission shall be borne by the Survey Agency.

2.9 WORK CONTENT

2.9.1 DGPS survey along the proposed alignment:

Establishing GPS stations at an interval not more than 1 Km with one pair at the interval of not more than 200-250 m. The GPS station shall be located on permanent structure or providing and fixing concrete pillar 300 mm x 300 mm x 400 mm or on building roof free from any displacement disturbance. 20 mm dia MS rod, 300 mm long, with cross anchoring by 10 mm dia MS rod shall be fixed in concrete. GPS instrument accuracy shall be minimum horizontal 5 mm \pm 0.5 ppm and vertical 10 mm \pm 0.5 ppm in static observation. The base line measurement shall be based on minimum 1 hr static observations and other observations shall be with minimum 0.30 hrs static observations. All the values/Data should be in UTM Coordinate system and WGS-84 Datum

2.9.2 Closed Traverse / Triangulation survey between established DGPS Points:

Closed Traversing shall be carried out storing in total station Angle and Distance from GPS to GPS with an accuracy of 1:50000 by observing minimum 3 sets of face right and 3 set of face left. Stations shall be established at an interval not more than 200 m. closing error shall be distributed with least square method in commercial software. Traverse pillar shall be established on permanent structure or providing and fixing concrete pillar 300mm x 300mm x 400mm along the alignment. Total station raw data, calculations shall be submitted to Engineer-In-charge along with before and after adjustment co-ordinates in tabular form.

2.9.3 Topographical Hybrid Survey/ mapping

- I. The work involves carrying out detailed engineering topographic survey using Total Station/ DGPS & Drone in X,Y,Z co-ordinates along the alignment on Extension of E-W Corridor from Badi Chaupar to Transport Nagar (2.85Km) Phase-1C and Mansarovar to Ajmer Road (Chauraha)(1.35 km) Phase-1D, Coridor-2 (4.2 km approx.) of Jaipur Metro Rail Project (115 Acre approx.) as required / directed by Employer/Engineer-in-charge or its representative. The survey to cover all visible utilities (i.e. All types of drains, H.T./L.T. Transmission Lines, CNG Pipelines, water and sewage pipelines if visible, distribution box for electricity and telephone, level crossing, traffic signal, fire and water hydrant etc), Bye lanes, roads, Fly-Over, Bridge, Culvert, Underpass, cycle-track, green belt, property lines, pedestrian way sudden change of levels and other distinct features etc as directed by the Engineer-in-charge or its representative.
- II. Preparation of survey drawing on 1:1000 scale and plotting of spot / ground levels at 25 m intervals (with grid) and at sudden changes in elevation and all features. Printouts shall be taken on 75-micron thick double matt transparent sheet.

- III. List of trees (with girth greater than 0.3 m) to be prepared in tabular form showing serial no., identification, species, girth measured at **1.3 m** from ground level and location with respect to nearest prominent feature. The location along with identification number is to be shown in drawing and made on separate Autocad layer. The Identification number is also to be marked at site with paint as directed by Engineer-in-charge or its representative.
- IV. Marking outer dimension of all built-up areas with plot numbers and ownership and type within survey limits.
- V. All drawings shall be prepared on Auto-Cad, having layers as instructed by the Employer/Engineer-in-charge or its representative (e.g. road, spot/ground level, drain, building, boundary wall tree, control point, ROB/RUB etc). X, Y, Z co-ordinates of all control points shall be provided in ASCII file format as directed by Engineer-in-charge or its representative with point numbers and feature coding with all field books and other documents including all data recorded in Total Station on CD.
- VI. Drains and Nallahs and pipelines shall be shown with bed levels and HFLs
- VII. Type of building such as temporary/permanent, no. of stories, and basement details.
- VIII. Level crossings with their numbers, class, manned/unmanned, ROBs, RUBs, FOBs and Railway bridges with their structural details, angle of crossing and road/rail level to be marked on drawings.
- IX. Religious structures such as Temples, Gurudwaras, Mosque, Church, Monuments, Tombs, Mazars etc to be provided in details with their brief description.
- X. Name of all the adjacent colonies including house no. jhuggies clusters with numbers along with the route of survey. Details of northern railway tracks near the proposed alignment including take off points, curves, transitions, crossings, switches, and other details including electrical structures with their distances from the existing tracks.
- XI. Vertical clearance to power lines or telephone/telegraph line at crossing of road/railway line.
- XII. Levels at important locations like road junction, or areas having sudden change of elevation.
- XIII. Bore holes, hand pumps and wells and proposed ancillary building near underground station locations etc as per the directions of Engineer-In-Charge.
- XIV. Topography survey with complete features for underground Station at Ram Ganj Chaupar (Complete Station Box area including Khandas/Entry-Exits of proposed station). A separate specific submission with detail of existing features is required.
- XV. Any other structure, utility or detail that may seem important or as advised by the Employer/Engineer-in-Charge or its representative.

2.9.4 PROCEDURE FOR DRONE SURVEY

- I. Drone image in the background using the Ground Control points established images should be taken using 18-20 Mega Pixel high resolution cameras suffice to get final resolution of 5 cm.
- II. The final Orthophoto should have 2 cm GSD (Ground Sample Distance i.e. distance measured on the ground between pixel centres in an image)
- III. 90 degree to the ground or Nadir angle to be used unless specified for specific purpose.
- IV. Image overlapping should be minimum 75% forward & 55% sideways and constant flying height (upto 60 m) to be maintained in each flight.
- V. The images must have XYZ co-ordinates & rotational information and should not be taken in zig-zag manner, which leads to gaps in the data.
- VI. Drone data shall be provided along with RAW & processed imagery.
- VII. All the above needs to be carried out with adjusted Traverse/DGPS co-ordinates.
- VIII. All surface features, ground levels and over-ground utilities shall be taken.
- IX. All building location, its shape, height within width of 50 m from centre line on either side along viaduct and at station location 100 m from centre line of viaduct on either side or up to built up line shall be taken.
- X. Details of Photogrammetric 3D mapping.

2.9.5 CLOSED LEVELLING SURVEY

- I. Closed levelling shall be carried out from Survey of India Bench Mark with accuracy of $6(\sqrt{K})$ mm, where K is the route length in km. Digital levelling instrument shall be used to establish bench mark. Raw data from digital level shall be submitted along with adjusted and unadjusted levels in tabular form. Digital levelling instrument to be used for the work shall have the minimum accuracy of the order of \pm 0.3 mm per km double run with least count not more than 0.01 mm.
- II. All the pillars (300 mm x 300 mm x 400 mm deep) shall be first casted at site and then control points to be fixed in order to achieve better accuracy. 20 mm dia MS rod, 300 mm long with cross anchoring by 10 mm dia MS rod shall be fixed in the concrete. Engineer-in-charge or its representative can make changes in the arrangement to obtain better results. All details of pillars are to be done with prior approval from Engineer-in-charge.
- III. Levelling must be carried out by a precision digital level with accuracy of better than 1 mm per km.
- IV. Reduced level of all Traverse stations shall be taken by Double Territory Method.
- V. Each Traverse station will have to be connected by fly levelling with GTS benchmark. Levelling must be started from a GTS benchmark or benchmark given by Engineer-incharge and must be closed at the same after carrying out levelling of Traverse stations.
- VI. All levelling calculations must be submitted in a register along with all field data book, and finally all calculations should be done in Excel format and the file be submitted to Engineer-In-charge.

2.10 FINAL LOCATION SURVEY

The pegging of the alignment should be done along the centre-line of the alignment (i.e. centre line of both up and down). The pegging to be done at an interval of 25 m c/c on straight profile and 15 m c/c on curved area, marking the tangent points, apexes, ST, TC, CC, CT and TS points on the corridor or as directed by the Employer/Engineer-in-charge or its representative.

2.11 PRECISE LEVELLING OF CONTROL POINTS

- I. The work involves carrying out levelling as mentioned in description of works. The survey should cover all the control points and connecting them to GTS benchmarks. Levelling should be carried out by double territory method to obtain precision in the iob.
- II. Levelling must be carried out by a precision digital level with accuracy of better than 1 mm per km.
- III. Reduced level of all Traverse stations shall be taken by Double Territory Method.
- IV. Levelling must be started from a GTS benchmark or benchmark given by JMRC or Engineer-In-charge and must be closed at the same after carrying out levelling of Traverse stations.
- V. All levelling calculations must be submitted in a register along with all field data book and finally all calculations should be done in Excel format and the file be submitted to Engineer-In-charge.

2.12 COMMON GUIDELINE

- I. Any discrepancies with the topographical drawing and the proposed alignment as laid out on ground must be intimated to Engineer-in-charge and any modification/ suggestion for modification to be carried out only after consulting Engineer-in-charge or its representative.
- II. All the pillars shall be first casted (as per Indian Railway Standard) at site and then alignment / Pier Points to be fixed in order to achieve better accuracy. While casting the reference pillars (300 mm x 300 mm x 400 mm), a Steel Plate of size 100 mm x 100 mm x 3 mm shall be fixed on top of pillar. Suitable arrangement should be made to ensure the plate is firmly held with pillar till the completion of construction. In case of pillars for triangulation control points a 300 mm long MS Rod (min.) of 20 mm dia shall be used in cast-in-situ pillar for marking survey point. The top end of rod shall

be punched at the centre to mark the point and the bottom end should be welded with two cross 250 mm long MS Rod (10 mm dia). Engineer-in-charge can make changes in the arrangement to obtain better results.

- III. In order to fix alignment point on road, 3 mm thick steel plate of size 100 mm x 100 mm shall be used. The plate shall have a hole at centre to fix survey nail for alignment point and the nail shall be of minimum 150 mm long.
- IV. Each alignment/pier points shall be established by taking mean out with respect to minimum three triangulation control points. These control points shall be fixed along the alignment in the triangulation form with the accuracy of +/- 2 mm. All the three coordinates (X, Y, Z) of each central point and each pier location shall be located.
- V. Locations of all the alignment, boundary and reference points shall be marked correctly on drawings in AutoCAD.
- VI. X, Y, Z co-ordinates of each triangulation control point should be written on the pillar by paint.
- VII. Any deviation from the paper alignment found at site while handing over to the contractor or in any case, the alignment parameters (i.e. deflection angles, radius of curve, transition length etc.) shall be changed in consultation with the Engineer-in-charge keeping the obligatory points in view.
- VIII. Two hard copies and one soft copy of detailed report containing following contents shall be submitted
 - (a) Introduction
 - (b) Detailed methodology
 - (c) List of curves with related parameters finally laid out at site
 - (d) Tables showing description of location, chainage, co-ordinates of all the alignment, boundary and reference points, Sketches showing distance and angles of triangulation points with respect to three prominent locations.
 - (e) Drawing showing all the alignment, boundary and reference points.
 - (f) List of trees.
 - (g) List of infringing/adjacent structures & utilities along with their identification number and owner details.
 - (h) Recommendations.

2.13 FINAL DELIVERABLE:

All basic as well as the processed data shall be delivered as under:

GPS control points, Alignment map, Arial map, Control point pillars etc should be submitted within 30 days after Issuing of Letter of Acceptance.

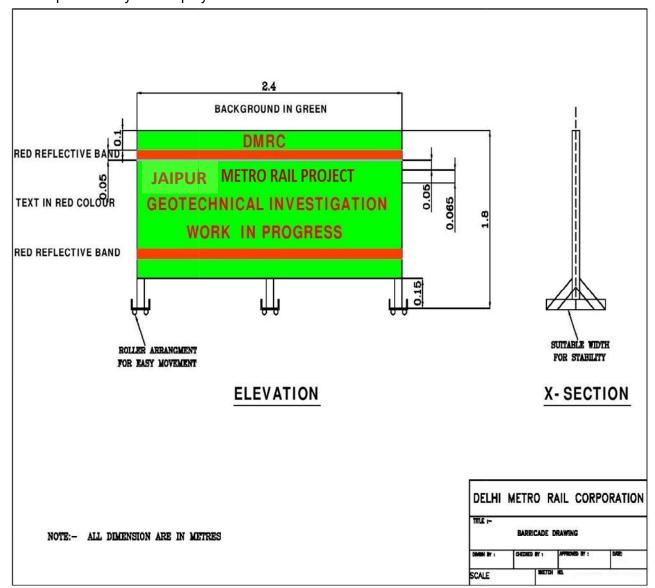
- I. Areal & DGPS Survey Report.
- II. Traverse & Triangulation correction sheets.
- III. Levelling survey Data and calculation sheet.
- IV. Regular levelling and drawing of L-section
- V. List of DGPS and Control Point Pillars in required format.
- VI. All Topographical Features in a Base map at 1:1 scale in DWG/DGN format.
- VII. Digital Terrain Model- DTM (DWG).
- VIII. Digital Elevation Model DEM (DWG/Geotiff/CSV) at 1m/3m/5m Grid interval.
- IX. Orthophoto (Mosaic in ECW / JPEG2000 and Tiles in Tiff Format).
- X. Raw 4K quality Videos with Geo Tagged files.
- XI. Merged seamless Geo-tagged Video of 1920 x 1080 format (Full HD) resolution with all annotations.
- XII. Low resolution VIDEO for on-line viewing in 640×480 format (SD).
- XIII. Quality Control Report (for checking).
- XIV. Designing of horizontal and vertical track alignment including submission of draft report and final report in 04 copy
- XV. Topography survey with complete features for underground Station at Ram Ganj Chaupar (Complete Station Box area including Khandas/Entry-Exits of proposed station). A separate specific submission with detail of existing features is required.

2.14 PAYMENT SCHEDULE

- I. 90% of the amount upon completion of field work, submission and acceptance of draft report & final report by Engineer-In-charge.
- II. 10% of the amount upon handing over the site to the main civil works contractor.

2.15 WORK SITE

- i. The project site is located at Jaipur in the State of Rajasthan.
- ii. The area covered by this work falls between Extension of E-W Corridor from Badi Chaupar to Transport Nagar (2.85Km) Phase-1C and Mansarovar to Ajmer Road (Chauraha)(1.35 km) Phase-1D (4.2 km approx.) of Jaipur Metro Rail Project (115Acre approx.).
- iii. Contractor shall plan his works keeping in view restriction of approach and availability of space and time.
- iv Approved alignment in the form of Google File (*.kml/*.kmz) or *.shp file shall be provided by the employer.



Words/Text to be replaced with:-

- (i) "DMRC" with "JMRC".
- (ii) "Delhi metro Rail Corporation" with "Jaipur Metro Rail Corporation"
- (iii) Logo of JMRC is to be incorporated on the visible face of barricade panel.

JAIPUR METRO RAIL CORPORATION LIMITED, JAIPUR SCHEDULE AND SPECIFICATIONS

3.0 CONTENTS OF BID DOCUMENT:-

Documents as listed below (Except SN-3.7; Schedule-G, Price Bid) are to be attached separately with Notice Inviting Bid (NIB) in dully filled, stamped and signed form as applicable to the bidder with the First Part of Online Bid i.e. Technical Bid.

3.1 SCHEDULE -A:- NIB & SCOPE OF WORK:

The bidder should see the site and fully understand the conditions of the work site before bidding and include all lead, lifts etc. for the material in his item rate/ percentage to be quoted on the rates as given in the SCHEDULE –G/Price Bid/Second Part: Financial Bid. Then work shall be carried out to the entire satisfaction of the Engineer- In- Charge of the work. The brief scope of work is given in Clause-2.0 of NIB Document.

- **3.2 SCHEDULE-B:-** INSTRUCTIONS TO BIDERS:- Attached Separately.
- **3.3 SCHEDULE-C-** SPECIAL CONDITIONS OF CONTRACT:-Attached Separately.
- 3.4 SCHEDULE -D:- GENERAL CONDITIONS OF CONTRACT & SAFETY HEALTH AND ENVIRONMENT (SHE) MANUAL: Approved GCC & SHE MANUAL is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC & SHE MANUAL. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC & SHE MANUAL document and submit it to the JMRC.
- 3.5 **SCHEDULE-E**:- ANNEXURE:
 - (i) Annexure A1: Compliance with the code of Integrity and No Conflict of Interest.
 - (ii) Annexure B1: Declaration by the Bidder regarding Qualifications.
 - (iii) Annexure C1: Grievance Redressal during Procurement Process.
 - (iv) Annexure D: Additional Conditions of Contract.
 - (v) Annexure E: Initial filter criteria of applicant.
 - (vi) Annexure F: Certificate by the Bidder to be appended with Annexure-E.
 - (vii) Annexure G:- Undertaking by bidder regarding registration for EPF, ESIC and Contract Labour License etc. as per Clause-1.0 (r) Note (b) of NIB.
 - (viii) Annexure X:- Certificate By Bidder with each Bill.

3.6 **SCHEDULE-F:**-FORMS:-

- (i) FORM-A:- Form of Bid with Appendix.
- (ii) FORM-B:- Performa for Statement of Deviations.
- (iii) FORM-C:- Form of Performance Security (Form of Bank Guarantee) by Bank.
- (iv) FORM-D:- Form of Agreement.
- (v) FORM-E:- General Information.
- (vi) FORM -F:- Bank Details.
- (vii) FORM-G:- Power of Attorney.
- (viii) FORM-H:-Indemnity certificate and obligation/ Compliance to be ensured by the Bidder.
 - (ix) FORM-I:- Obligations/Compliances to be ensured by Bidder.

3.7 SCHEDULE-G:-PRICE BID/FINANCIAL BID (SECOND PART):-

Attached separately (Non Scheduled Items)

3.8 SCHEDULE-H:- Check list for bid Evaluation/Submission.

SIGNATURE OF CONTRACTOR With full address & Mobile No.:

General Manager (Project Coordination) Jaipur Metro Rail Corporation Ltd., Jaipur

SCHEDULE-B: INSTRUCTIONS TO BIDDERS (ITB)

1.1 GENERAL INFORMATION

1.1.1 Digitally Signed Online Bids are invited for the NIB No.: 02/JMRC/Project/2022-23towards"Detailed Topographical Hybrid Survey using Drone +Total Station+DGPS for Extension of E-W Corridor from Badi Chaupar to Transport Nagar (2.85Km) Phase-1C and Mansarovar to Ajmer Road (Chauraha) (1.35 km) Phase-1D"byJaipur Metro Rail Corporation Limited, hereinafter called the 'Employer', for Works in accordance with this Bid Package. The Bid consist of the following documents, along with their Tables, appendices, addenda, corrigenda and errata if any.

CONTENTS OF BID DOCUMENT: -

- (i) Notice Inviting Bid (NIB)-(Schedule-A)
- (ii) Instructions To Bidder (ITB)-(Schedule-B)
- (iii) Special Conditions of Contract (SCC) -(Schedule-C)
- (iv) General Conditions of Contract (GCC) &Safety, Health and Environment (SHE) Manual (Schedule-D) (Available on JMRC's website for reference)
- (v) Annexure (s) -(Schedule-E)
- (vi) Forms-(Schedule-F)
- (vii) Price Bid Bill of Quantities (BOQ) -(Schedule-G)

Bids shall be prepared and submitted in accordance with the instructions given herein. This bid is under the RTPP Act 2012 & RTPP Rules, 2013, complied up date.

1.1.2 Relevant address for correspondence relating to this Bid is given below:

Office of General Manager (Project Coordination),
Jaipur Metro Rail Corporation Ltd.,
1st Floor, A-Wing, Admin Building,

Bhrigu Path, Mansarovar Metro Depot, Jaipur-302020

Mobile No-: +91-9650992378; 7728895359; Tel:-0141-2822786/788;

Email: gmpc@jaipurmetrorail.in; jgmc@jaipurmetrorail.in; <a href="mailto:jgmc@jaipurmetro-jgmc@jaipurmetro-jgmc@jaipurmetro-jgmc@jaipurmetro-jgmc@jaipurmetro-jgmc@jaipurmetro-jgmc@jaipurmetro-jgmc@jaipurmet

1.2 SUBMISSION OF BIDS

1.2.1 **COST OF BID DOCUMENT**

- 1.2.1.1 The BID should be submitted in the prescribed Bid document, which may be purchased as per Clause 1.0 (h) of NIB of Bid Document.
- 1.2.1.2 The complete bid document can be downloaded from the website https://eproc.rajasthan.gov.in; https://eproc.rajasthan.gov.in; https://eproc.rajasthan.gov.in; The cost of bid document is to be submitted in the form of DD/ Banker's Cheque etc as per Clause 1.0 (h& I) of NIB.

1.2.2 **SEALING AND MARKING OF BIDS**

1.2.2.1 Online bids will have to be digitally stamped and signed by the authorized signatory of bidder firm and submitted in a time stamped electronic sealed box on https://eproc.rajasthan.gov.inin the manner as described in Clause 1.0 (s) of NIB.

1.2.3 **EVALUATION OF BID**

1.2.3.1 The Employer will, keeping in view the Rule 63 & 65 of RTPPR 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. Refer Clause 1.0 (r) of NIB, Clause 1.1.1 of ITB of Bid Document and Forms as per Schedule-E and Schedule-F of Bid Document.

- 1.2.3.2 All technically acceptable bids will be eligible for consideration of their financial proposals. The Firms who get technically qualified will be intimated by the JMRC. The financial proposal shall be evaluated to determine the lowest bidder.
- 1.2.3.3 For price evaluation of Bid, the Total Overall Cost as quoted for "Detailed Topographical Hybrid Survey using Drone +Total Station + DGPS for Extension of E-W Corridor from Badi Chaupar to Transport Nagar (2.85Km) Phase-1C and Mansarovar to Ajmer Road (Chauraha) (1.35 km) Phase-1D" of JAIPUR METRO RAIL CORPORATION "at Jaipur will be considered.
- 1.2.3.4 All offers shall be evaluated and marked L1, L2, L3 etc., L1 being the offer which is the least expensive offer.

1.2.4 **NEGOTIATIONS**

1.2.4.1 Subjected to Section 15 of RTPP Act and Rule 69 of RTPP Rules the procuring entity reserves the right to negotiate with the lowest and most advantageous bidder.

1.2.4.2 CORRECTION OF ERRORS: -

- 1.2.4.3 Bids determined to be technically acceptable after technical evaluation will be checked by the Engineer/ Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer.
- 1.2.4.4 If a Bidder does not accept the correction of errors as outlined above, his Bid may be rejected and the Bid security shall be forfeited.

1.3 AWARD OF CONTRACT

1.3.1 AWARD CRITERIA

- 1.3.1.1 Employer will award, the Contract to the Bidder, whose Bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the Bid documents and <a href="https://www.whose.evaluated.com/whose.evaluated.
- 1.3.1.2 The "Letter of acceptance" will be uploaded on websites as per Clause 1.0 (g) of NIB, sent through E-Mail/Speed Post to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within seven days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Bidder.

1.4 SIGNING OF AGREEMENT

- 1.4.1 The contractor shall prepare the Agreement on non-judicial stamp as per Rajasthan stamp act, in the Performa (Form D of Schedule-F) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 15 days from the date of issue of the letter of acceptance, the successful Bidder will be required to execute the Contract Agreement. The performance security should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories, will be supplied by the Employer to the Contractor.
- 1.4.2 Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 15 days from the date of issue of the Letter of Acceptance:
 - a. Performance Security as per Clause 1.5 of ITB.
 - b. Power of Attorney (If required)
 - c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating:
 - i. Percentage Participation of each member/partner.
 - ii. Joint and several liability of the partners.

1.5 PERFORMANCE SECURITY (Rule-75 of RTPPR-2013)

- 1.5.1 The successful bidder shall furnish to the Employer a performance security in the form of a Bank Guarantee (BG)/ Bank Draft or Banker's Cheque (BC) of Scheduled Bank/Demand Draft (DD) and Fixed Deposit Receipt (FDR) in the name of "Jaipur Metro Rail Corporation Limited" for an amount equal to 03% of the total Contract Price, in accordance with Clause 4.2 of the General Conditions of Contract. The validity of BG (If submitted) shall be beyond 60 days after the expiry of all contractual obligations. The Bank Guarantee has to be from a scheduled Commercial Bank based in India and the Form of Performance Security (Form C-Schedule-F) provided in this document shall be used. The Performance Security shall be furnished within the time limit specified in Clause 1.4.2 of ITB. Performance security shall be discharged after completion of bidder's performance obligations including warranty/maintenance and Defect Liability Period obligations under the contract.
- 1.5.2 Alternatively, on request application of option for deduction of performance security of successful Bidder, Employer may allow the Bidder (As per Rule 75 (3) (f) of the RTPPR-2013) to submit the performance security amount (i.e equal to 03% of the total contract price) in form of deduction from his each running and final Bill @ 03% of amount of Bill, till the total amount of performance security is deposited.
- 1.5.3 Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bid document for bid security.
- 1.5.4 Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 1.5.5 Additional Performance Security: -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.
- 1.5.6 Failure of the successful bidder to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the Award of Contract and forfeiture of the bid security. In case successful Bidder fails to commence the work (for whatsoever reasons) as per terms and conditions of Bid after issuance of LOA then the LOA shall be cancelled and the Bid Security &Performance Security shall be forfeited.

1.6 OTHER TERMS & CONDITIONS: -

1.6.1 **PAYMENT**:

1.6.1.1 Payment will be made on actual work executed after satisfactory completion of works as per the issued part work orders time to time by JMRC under this rate contract.

90% of the amount upon completion of field work, submission and acceptance of draft report & final report by Engineer-In-charge.

10% of the amount upon handing over the site to the main civil works contractor

- 1.6.1.2 No advance is payable.
- 1.6.1.3 GST-Invoice/Bills, correct in all respect, shall be submitted in the favor of JMRC, Jaipur with bank details in duplicate along with the acceptance certificate and relevant documents, if any, for arranging payment.
- 1.6.1.4 Necessary and applicable statutory deductions from the bill/invoice amount shall be done by JMRCL on account of Labour Welfare Cess as per BOCW Welfare Cess Act-1996 (Minimum 01% on bill amount and maximum upto 02% of bill amount as per latest guidelines issued by Govt. of Rajasthan) and TDS etc.

1.6.2 OTHER CONDITIONS:

- 1.6.2.1 Prices are inclusive of Manpower, Material, Tools, Transportation, all taxes & duties etc.
- 1.6.2.2 No tools and Plants shall be issued to contractor by JMRC.
- 1.6.2.3 Only authorized staff of contractor having proper identity card issued by the contractor/firm shall be permitted to enter in JMRC Site Premises.
- 1.6.2.4 The work should be carried without causing any hindrance to the users.
- 1.6.2.5 If the contractor fails to perform/executed the work satisfactorily, the contract may be terminated at any time without assigning any reason to the contractor.
- 1.6.2.6 The JMRC shall have the right to make minor alterations/additions/substitution in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by authorized JMRC's representative.

SCHEDULE-C:- SPECIAL CONDITIONS OF CONTRACT (SCC)(CONTENTS)

| Clause | Description | Page |
|--------|--|------|
| PART I | Special Conditions of Contract (General) | |
| 1. | Special Attention. | 2 |
| 2. | Right Of Way. | 2 |
| 3. | Coordination With Other Bidders. | 2 |
| 4. | Sufficiency Of Bid. | 2 |
| 5. | Notices And Instructions. | 2 |
| 6. | Supply Of Materials, Tools And Equipment By The Employer | 2 |
| 7. | Use And Care Of Site | 2 |
| 8. | Duties, Taxes, Octroi, Royalty Etc. | 3 |
| 9. | Goods and Services Registration Certificate | 3 |
| 10. | Housing Facilities | 3 |
| 11. | Access Roads And Haul Roads | 3 |
| 12. | Deduction To Be Made From The Bidder's Bill | 3 |
| 13. | Programme of works | 3 |
| 14. | Security Measures | 4 |
| 15. | Ecological Balance | 4 |
| 16. | Brief Scope Of Work | 5 |
| 17. | Payment | 5 |
| 18. | Bidder's Office (deleted) | 5 |
| 19. | Noise And Disturbance/Pollution. | 5 |
| 20. | Advances | 5 |
| 21. | Price Variation | 6 |
| 22. | Water supply and electricity (deleted) | 6 |
| 23. | Compliances to Various Provisions of Acts | 6 |
| 24. | Additional Works (Right to Vary Quantity) | 6 |
| 25. | Return of Surplus Material (deleted) | 6 |
| 26. | Storage of Dismantled Material (deleted) | 6 |
| 27. | Mandatory Registration of Bidder | 6 |
| 28. | Work not to be Sublet | 6 |
| 29. | Schedule of Inspection | 6 |
| 30. | List of additional approved sources/ vendors of material (deleted) | 6 |

PART-1 SPECIAL CONDITIONS OF CONTRACT

1.0 SPECIAL ATTENTION

The Contract will be awarded as per RTPP Act-2012 and RTPP Rules, 2013, to the Bidder whose responsive bid is determined to be eligible and lowest rated as per the terms and conditions of bid document.

2.0 RIGHT OF WAY

Right of way (within JMRC land) to the work site will be provided to the Bidder by the Engineer-In-Charge.

3.0 COORDINATION WITH OTHER BIDDERS

The bidder for this package shall plan and execute work in coordination and in Cooperation with other bidders working for adjacent/other packages, under intimation to the Engineer-In-Charge.

4.0 SUFFICIENCY OF BID

- 4.1 The Bidder shall be entirely responsible for sufficiency of rates quoted by him in his bid.
- 4.2 The Bidder (Successful Bidder) shall be paid for only at quoted/accepted rates.

5.0 NOTICES AND INSTRUCTIONS

5.1 The Bidder shall furnish to the Employer/Engineer the postal address of his office at Jaipur and working E-Mail address. Any notice or instructions to be given to the Bidder under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Bidder or if conveyed by the E-Mail from the authorized email.

6.0 SUPPLY OF MATERIALS TOOLS, AND EQUIPMENT BY THE EMPLOYER

No material, tools, and equipment shall be supplied by the Employer. The Bidder has to arrange all tools, equipment, materials etc. required for the work. The Bidder shall have to identify sources for supply of all materials and get them approved by the Engineer-In-Charge before the use. The Bidder shall submit the sample to the Engineer-In-Charge and shall use only after the sample is approved. Nothing extra shall be payable to the Bidder on this account.

7.0 USE AND CARE OF SITE

- 7.1 The Bidder shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Engineer-In-Charge.
- 7.2 All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved locations in covered position. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the bidder at his cost. The transportation for disposing the debris shall also be arranged by the bidder.
- 7.3 All surrounding surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.
- 7.4 Necessary permissions/approval of the Employer's representative shall be obtained before carryout the work.

7.5 ACCIDENTS: - It shall be the entire responsibility of the bidder to adopt all the safety measures and deploy the personnel who are adequately trained in safety. If any accident occurs within the JMRC jurisdiction while carrying out the works or due to negligence on the part of the bidder's personnel, it shall be the full responsibility of the bidder.

8.0 DUTIES, TAXES, OCTROI, ROYALTY ETC

- 8.1 The rates quoted by the Bidder for all items for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes, octroi, royalties, rentals etc.
- 8.2 The Bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Bidder's in respect thereof, which may arise.

9.0 GST REGISTRATION CERTIFICATE

9.1 If the Bidder is a GST assessee, he should produce a valid GST Registration Certificate; otherwise, payment to the Bidder will be with held.

10.0 HOUSING FACILITIES (Supplemental to Clause 6.6 of "General Conditions of Contract")

The Bidder shall have to make his own arrangements for housing facilities for his staff.

10.0 ACCESS ROADS AND HAUL ROADS

- 11.1 Existing roads and other public roads may be used by the Bidder to carry out works with prior approval of the competent authority. The Bidder shall pay the statutory vehicle license and permit fees for use of public roads.
- 11.2 The Bidder shall repair any damage to the road or bear the cost thereof due to movement of bidder's plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as of Engineer.

12.0 DEDUCTIONS TO BE MADE FROM BIDDER'S BILL

- 12.1 Tax deduction at source (TDS) from each on account progress bill shall be made by the Employer as per the provisions of the statutes/ acts of statutory bodies/ local authorities.
- 12.2 Necessary and applicable statutory deductions from the bill/invoice amount shall be done by JMRCL on account of Labour Welfare Cess as per BOCW Welfare Cess Act-1996. (Minimum 01% on bill amount and maximum upto 02% of bill amount as per latest guidelines issued by Govt. of Rajasthan)

13.0 PROGRAM OF WORKS

- 13.1 The period of contract is as per Clause1.0 (c.) of NIB from the date of commencement of work. However the work should be started immediately after issue of LOA or as per the directions contained in LOA.
- 13.2 The bidder should work round the clock if required. The major activities, which are affecting the traffic, are to be done at the non-operational hours i.e. in night shift.

13.3 **PENALTY**

- 13.3.1 Penalty for non-attending the works within the minimum specified time as mentioned for the different works after issue of instructions by the competent authority or for the poor quality of works will be levied up to the rate of 10% of the cost of the work as per LOA & BOQ. Repeated failure by the bidder to attend to the works within specified time period may lead to termination of contract. The penalty shall be preceded with proper show cause notice. The penalty once levied may be reviewed by the authority next higher to the authority who has levied penalty on written submission by the bidder within 07 days of levy of penalty.
- 13.3.2 This penalty shall not relieve the bidder from his obligation to execute the works or from any other of his obligations and liabilities under the contract.
- 13.3.3 The Bidder shall co-ordinate his programme to the extent feasible with the programmes of other bidders to be engaged at the site or in the vicinity of the site, as furnished by the Engineer so that the works can be carryout as per the overall program.

14.0 SECURITY MEASURES

- 14.1 Security arrangements for the work shall be in accordance with general requirements and the Bidder shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.
- 14.2 Bidders' employees and representatives shall wear Identification Badges or ID Cards, helmets, gum boots, approved uniform and other safety/protection wear as directed by incharge, and to be provided by the Bidder. Badges shall identify the Bidder and show the employee's name and number and shall be worn at all times while at site.
- 14.3 All vehicles used by the Bidder shall be clearly marked with the Bidder's name or identification mark.

15.0 ECOLOGICAL BALANCE

- 15.1 The Bidder shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Bidder shall, so conduct his works activities, as to prevent any avoidable destruction, scarring or defacing of natural surrounding in the vicinity of work. In respect of ecological balance, the Bidder shall observe the following instructions.
- (a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to works activities, the same shall be repaired, replanted or otherwise corrected at Bidder's expenses. All work areas shall be smoothened and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.
- (b) All trees/plants and shrubbery, which are not specifically required to be cleared or removed for works purposes, shall be preserved and shall be protected from any damage that may be caused by Bidder's maintenance activities. The removal of trees/plants or shrubs will be permitted only after prior approval by the Engineer-In-Charge. Trees/plants shall not be used for anchorage. The Bidder shall be responsible for injuries to trees/plants and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches etc. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Bidder's expenses.

- (c) In the conduct of works activities and operation of equipment, the Bidder shall utilize such practicable methods and devices as are reasonably available to control prevent and otherwise minimize air/noise pollution.
- Separate payment shall not be made for complying with provisions of this clause and all cost shall be deemed to have been included in the price in the Bill of Ouantities.

16.0 BRIEF SCOPE OF WORK

Brief scope of work is included in Clause-2.0 of Notice Inviting Bid, Schedule-A & G of Bid document.

17.0 PAYMENT

- 17.1 For the purpose of On-account payment, the bidder shall submit detailed activities carried out as per Work orders recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be based on unit rates as approved in the Bill of Quantities.
- 17.2 The bidder have to submit self certified copies of vouchers showing quantity of materials brought to site for in charge's record.
- 17.3 If any activities not carried out as per the work order the applicable amount will be deducted from the payable bill amount or performance security/bid security etc. If the work carried out through other agency under the intimation to the bidder and the charges incurred on it will be deducted from the bidder's bill. In addition the applicable penalty will be levied as per Clause 13.3 of SCC.
- 17.4 The payment shall be made on an actual work done basis for the activities carried out as per the work orders. At the time of billing, the bidder shall submit necessary documents and Bill in the standard format for payment. On submission of each bill, Payment will be made on actual work executed after satisfactory completion of works as per the issued part work orders time to time by JMRC under this rate contract.

90% of the amount upon completion of field work, submission and acceptance of draft report & final report by Engineer-In-charge.

10% of the amount upon handing over the site to the main civil works contractor.

.18.0 **DELETED**

19.0 NOISE AND DISTURBANCE/POLLUTION

- 19.1 All works shall be carried out without unreasonable noise and disturbance. The Bidder shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.
- 19.2 Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Bidder shall take all reasonable precautions.

20.0 ADVANCES

No advances shall be paid to the Bidder.

21.0 PRICE VARIATION CLAUSE

Price variations clause is not applicable in this contract.

22.0 DELETED

23.0 COMPLIANCES TO VARIOUS PROVISIONS OF ACTS:-

The bidder shall comply with all the provisions of the Minimum Wages Act, 1948, The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act 1996 and Contract Labour (Regulation and Abolition) Act, 1970, EPF act, ESI Act etc as applicable and amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought into force from time to time.

24.0 RIGHT TO VARY QUANTITY (As per latest provisions of RTPPR, 2013)

Bidder is to carry out their self-assessment in respect of their capacity in terms of manpower, machinery, materials and finance. He is to indicate separate set of manpower, machinery, materials in different bids. Once a bid is accepted, resources required for its execution shall not be considered for assessment of other bid. The bidder is required to consider right of JMRC to vary quantities as per latest provisions of RTPPR 2013 (Rule-73) as amended from time to time as under:

- (i) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- (ii) Repeat orders for extra items or additional quantities may be placed, on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-
 - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works.
 - (b) 50% of the value of goods or services of the original contract.

He should be able to take up such variation in quantities at short notice at the accepted rate for which he is to indicate his required resources.

25.0 DELETED

26.0 DELETED

27.0 MANDATORY REGISTRATION OF BIDDER

The bidder should get registered under Rajasthan BUILDING AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) RULES, 2002 before commencement of the Work, if applicable.

28.0 WORK NOT TO BE SUBLET

Subletting of any of the works is not permitted under this contract.

29.0 SCHEDULE OF INSPECTIONS

The work site shall be inspected jointly by bidders and JMRC representative and inspection note shall be issued jointly.

30.0 DELETED

Annexure A1: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

Annexure B1: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder (On bidder's letter head)

| Notice | ation to my/our Bid submitted to Inviting Bids Noe under Section 7 of Rajasthan Transparency in Pub | Dated I/we hereby |
|--------|---|-------------------------------------|
| 1. | I/we possess 1the necessary professional, tecresources and competence required by the Bidding Entity; | • |
| 2. | I/we have fulfilled my/our obligation to pay such of the State Government or any local authority as spec | • • |
| 3. | I/we are not insolvent, in receivership, bankrupt or affairs administered by a court or a judicial officer, resuspended and not the subject of legal proceedings | not have my/our business activities |
| 4. | I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings. | |
| 5. | I/we do not have a conflict of interest as specified Document, which materially affects fair competition; | • |
| | Date: | Signature of bidder |
| | Place: | Name |
| | | Designation: |
| | | Address: |

Annexure C1: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is General Manager (PC), JMRC.

The designation and address of the Second Appellate Authority is Executive Director (Project), JMRC.

(1) Filing an appeal

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

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

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

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

(4) Appeal not to be in certain cases

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

FORM No. 1

[See rule 83]

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

| | Appeal No of |
|--------|--|
| | Before the(First / Second Appellate Authority) |
| 1. | Particulars of appellant: |
| | (i) Name of the appellant |
| | (ii) Official address, if any: |
| | (iii) Residential address: |
| 2. | Name and address of the respondent |
| | (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 | |
| Annell | ant's Signature |

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors (Rule-64 of RTPPR-2013)

Provided that the Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

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

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

2. Procuring Entity's Right to Vary Quantities (Rule-73 of RTPPR-2013)

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed fifty percent, of the quantity specified in Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods or services of the original contract. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost uncured shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods) (Rule-74 of RTPPR-2013)

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

Annexure - E

(INITIAL FILTER CRITERIA OF APPLICANT)

| [ON COMPANY'S LETTER HEAD (| EACH MEMBER IN CASE OF CONSORTIUM) | |
|-----------------------------|------------------------------------|--|
|-----------------------------|------------------------------------|--|

Name of the Applicant:

| S/N | Criteria | Yes | No |
|------|--|-----|----|
| 1. | Has the Applicant abandoned any work in the last 03 years? | | |
| 2. | Has the Bidder contract with any organization ever been terminated | | |
| | due to poor performance or non-attending the works in minimum specified time period in contract? | | |
| 3. | Has the Bidder Security Deposit for any contract ever been forfeited | | |
| | by any Govt./ Semi Govt./ PSU/ MRTS/ Corporate houses? | | |
| 4. | Has the Applicant been involved in frequent litigations in the last | | |
| | three years? | | |
| 5. | Has the Applicant suffered bankruptcy / insolvency in the last three | | |
| | years? | | |
| 6. | Has the Applicant been blacklisted/ debarred from bidding by any organization? | | |
| 7. | Has any misleading information been given in the application? | | |
| 8. | Is the Applicant financially not sound to perform the work? | | |
| 9. | Is the Applicant's Net Worth negative? | | |
| 10.* | Has the applicant failed to certify that no agent / middleman has | | |
| | been or will be engaged or that any agency or commission has been or will be paid? | | |
| 11.* | Do the documents submitted by the applicant reveal that agency | | |
| | commission has been or will be paid? | | |

NOTE: -

"YES" answer to any of the questions from 1 to 11 will disqualify the Applicant.

* A blank Pro-forma of the Certificate is there at Annexure-F. The same should be completed and submitted along with the bid submission.

| | Signature of the Bidder |
|---|-----------------------------|
| | or his Authorized signatory |
| V | vith seal of the Firm |

Dated

Annexure - F

[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF CONSORTIUM)]

A.

| l, | Mr./Ms. | (Authorized Signatory)* on behalf of |
|------|----------------------------------|--|
| | | (Company's Name) having its |
| regi | stered office at | , hereby confirm and |
| decl | lare that no agent, middleman | or any intermediary has been, or will be engaged by me to |
| prov | vide any services, or any othe | r item or work related to the award and performance of this |
| conf | tract. I further confirm and dec | clare that no agency commission or any payment which may |
| be c | construed as an agency comm | nission has been, or will be paid by me and that the bid price |
| will | not include any such amount. | |
| | • | |
| | | |
| | | |
| | | |
| | | (Signature) |
| | | |
| | | Name of signatory |
| | | |
| | | Capacity of signatory |

* Should be supported by authorized Power of Attorney in favour of authorized signatory along with their copy of Board Resolution.

Annexure - G

UNDERTAKING

(Ref: Clause 1.0 (r) Note (b) of NIB)

| 1. | I/we M/s | . hereby submit that presently my/ our firm is no |
|----|--|---|
| | registered with any or all of the auth | horities as mentioned below:- |

| S. No | Registration For | Registered or Not registered |
|-------|---|------------------------------|
| (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 15 days of issuance of LOA by JMRC, we shall get registered with the authorities concerned for above mentioned registrations please.

Signature of Authorized Signatory with Seal

Annexure - 'X'

| | | etailed Topographical Hybrid Survey using Drone +Total | | | | |
|----------------------|---|---|--|--|--|--|
| | Station+DGPS for Extension of underground and elevated section E-W Corridor from Badi Chaupar to Transport Nagar (2.85Km) and Mansarovar to Ajmer Road | | | | | |
| (C | Chauraha)(1.35 km)" of | JAIPUR METRO RAIL CORPORATION at Jaipur. | | | | |
| Ν | IB No | Dated: | | | | |
| Ą | greement No.: | | | | | |
| | | | | | | |
| | ON ACCO | UNT OF WORK EXECUTED FOR BILL | | | | |
| | | CERTIFICATE BY CONTRACTOR | | | | |
| 1. | • | est provision of the Minimum Wages Act, 1948 and rules made | | | | |
| | | ect of any employee engaged by us, I/We declare that laborer | | | | |
| | 0 0 | ave been fully paid for. In the event of any outstanding due to be | | | | |
| | | laborers the corporation is entitled to recover the same from any | | | | |
| | money due to or occi | urring to the contractor in consideration payment to such laborer. | | | | |
| 2. | . Certified that all valid insurance policies as per GCC Clause are available. | | | | | |
| 3. | Certified that EPF, Payment of Wages Act, 1948, Workman Compensation Act-1923, contract Labor Act-1938, BOCW Welfare Cess Act 1996 and Factories Act-1948 have been given compliance. | | | | | |
| 4. | | ccept the measurement recorded at site as per Measurement at Page No enclosed are | | | | |
| | correct and final under the work order and shall have no claim whatsoever later against the work done so far. | | | | | |
| | | | | | | |
| | | | | | | |
| Name of Contractor | | | | | | |
| Full Postal Address: | | | | | | |
| Da | Date: | | | | | |
| Place: JAIPUR | | | | | | |
| | | | | | | |

SIGNATURE & STAMP OF THE CONTRACTOR

FORM A PAGE 1 OF 3

FORM OF BID

Note: i. The Appendix and forms are part of the Bid

ii. Bidders are required to fill up all the blank spaces in this Form of Bid and Appendix.

Name of Work:- As in the NIB clause No. 1.0 (b)

To

Office of General Manager (Project Coordination), Jaipur Metro Rail Corporation Ltd., 1st Floor, A-Wing, Admin Building, Bhrigu Path, Mansarovar Metro Depot, Jaipur-302020

- 1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum as mentioned in the BOQ or such other sum as may be ascertained in accordance with the said conditions.
- 2. We acknowledge that the Appendix forms an integral part of the Bid.
- **3.** We undertake, if our Bid is accepted, to commence the works within as per Letter of Acceptance to complete the whole of the Works comprised in the Contract.
- **4.** If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.2 of the General Conditions of the Contract and as indicated in the Appendix.
- **5.** We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract 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.
- **6.** We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
- 7. 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.
- 8. We declare that the submission of this Bid confirms that no agent, middleman 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.

SCHEDULE-F:- FORMS

FORM A PAGE 2 OF 3

- 9. 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.
- 10. We understand that you are not bound to accept the lowest or any bid you may receive.
- 11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

| Dated thisday of 2023 |
|---|
| Signature |
| Name in the capacity of |
| Duly authorized to sign Bids for and on behalf of |
| Address |
| |
| |
| Witness – Signature |
| Name |
| Address |
| Occupation |

SCHEDULE-F:- FORMS

FORM A PAGE 3 OF 3

(APPENDIX TO FORM OF BID)

| S.No | Details | Clause No. | Condition of Contract |
|------|---|--|--|
| I | Amount of Performance Security | 1.5 of Instructions to Bidders Document | 03 percent of the Contract Price. |
| II | Minimum amount of Third Party Insurance | 15.3 of General Conditions of Contract | Rs.0.5 lakh for any one incident, with no of incidents unlimited. |
| III | Liquidated Damages | Clause 8.5 of the GCC | (i) 0.015% of contract price per day of delay in completion of work as per time period of completion mentioned in work orders. (ii)Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned |
| IV | Defects Liability Period' for the whole of the Works | Clause 10 of the GCC | in GCC. Deleted |
| V | Period for commencement of work from the date of issue of work orders. | 1.0 (c) of Notice Inviting Bid | As per the directions contained in LOA. |
| VI | Contract Period from the date of commencement of work | 1.0 (c) of Notice Inviting Bid | 30 Days from issuance of LOA or as per the directions contained in the LOA. |
| VII | Penalty for Non completion of work or poor quality or work as decided by the engineer. | Applicable Clauses of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC). | Up to 10% of the cost of the work as per LOA for non-attending the works in minimum specified time period in contract and for poor quality of work. |
| VIII | Penalty for violating the safety norms or for causing any accident or causing any interference in Train operation due to his work re of authorized Signatory | Applicable Clauses of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC). | Shall be levied as worked out by the JMRC. In addition to this necessary legal actions can be also taken as per the statutory Rules & Laws applicable. |

| Signature of authorized Signatory on behalf of bidder | |
|---|---------|
| Date | Name |
| Place | Address |

.....

SCHEDULE-F:- FORMS

FORM B PAGE 1 OF 1

Certificate Of Conformity/No Deviation (to be filled by the Bidder)

To,

Office of General Manager (Project Coordination), Jaipur Metro Rail Corporation Ltd., 1st Floor, A-Wing, Admin Building, Bhrigu Path, Mansarovar Metro Depot, Jaipur-302020

CERTIFICATE

This is to certify that, the specifications of Services / Items which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

| Thanking you, |
|-----------------------------|
| Name of the Bidder: - |
| Authorized Signatory: - |
| Seal of the Organization: - |
| Date: |
| Place: |

SCHEDULE-F:- FORMS

between

FORM C PAGE 1 OF 2

Bank

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

this

day

of

made

Guarantee

| | of(hereinafter 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 "Detailed Topographical Hybrid Survey using Drone +Total Station+DGPS for Extension of E-W Corridor from Badi Chaupar to Transport Nagar (2.85Km) Phase-1C and Mansarovar to Ajmer Road (Chauraha) (1.35 km) Phase-1D" of JAIPUR METRO RAIL CORPORATION at Jaipur. Contract for ——————————————————————————————————— |
| 3. | AND WHEREAS the Bidder 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 figures and Words) as stated above. |
| 5. | After the Bidder has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer without assigning any reason. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Bidder and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Bidder. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Bidder 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 for a period of 60 Days beyond the completion of all contractual obligations. |
| 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 Bidder or if the Bidder 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

The Guarantee hereinbefore contained shall not be affected by any change in the

and at the cost of the Bidder.

Constitution of the Bank or of the Bidder.

8.

1.

This

deed

of

SCHEDULE-F:- FORMS

FORM C PAGE 2 OF 2

- 9. 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 hereof shall in no way relieve the bank of their liability under this deed.
- The expressions "the Employer", "the Bank" and "the Bidder" hereinbefore used shall include their respective successors and assigns.In witness whereof I/We of the bank have signed and sealed this guarantee on the

_day of ____ (Month) 2023 being herewith duly authorized.

| For and on behalf of |
|---------------------------------------|
| theBank. |
| |
| Signature of authorized Bank official |
| Name : |
| Designation : |
| I.D. No. : |
| 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 |

SCHEDULE-F:- FORMS

FORM D PAGE 1 OF 2

FORM OF AGREEMENT (On Rs 1000/- Stamp Paper of Rajasthan Governement)

| | | de on the | | | | |
|------------------------------------|--|---|---|--|--|--|
| | = | Limited, Administr | _ | = | = | - |
| Mansa | arovar, Jaipur-3 | 02020 hereinafter | | | | • |
| | | (Name | and | Address | of | Bidder) |
| | "" D: !! " (!! | | | | | hereinafter |
| called | "the Bidder" of the | ne otner part. | | | | |
| Topog Corrid Ajmer Jaipur | raphical Hybrid or from Badi Cl Road (Chauraha , hereinafter ca | er is desirous that Survey using Dronaupar to Transpo a) (1.35 km) Phase lled "the Works" ion of such works a | one +Total St ort Nagar (2.8t -1D" of JAIPU and has acce | ation+DGPS 5Km) Phase R METRO R epted a Bid | S for Extensing for Extension of the Section of the | ion of E-W nsarovar to RATION at |
| This a | greement is sigr | ned between Mr | | (for and on | behalf of the | e employer) |
| | | _ (for and on beha | | | | . , |
| | | | | | | |
| NOW | THIS AGREEME | ENT WITNESS as f | follows: | | | |
| 1. | • | ent words and exigned to them in the | • | | | • |
| 2. | of this Agreeme (a) Letter of ac (b) Bill of Quar (c) Addendum (d) Bid Docum (e) Form of Bic (f) General Co (g) Other Cond i.Bido ii.Stat | cceptance. ntities. s, if any | ct & SHE Manund documented as amended (If applicable | ual (Available d as listed be if required. | e on JMRC's | |
| 3. | hereinafter mer and complete the | n of the payments ntioned, the Bidde ne works by ** vith the provisions o | r hereby cove and rem | nants with t edy any defe | he Employer | to execute |
| 4. | and completion of **Rsadditions therefore | hereby covenants of the works and t being the sun to or deductions the the times and in the | he remedying n stated in the nere from as m | of defects th letter of acc nay be made | erein, the Co ceptance sub under the p | ntract Price ject to such |

SCHEDULE-F:- FORMS

FORM D PAGE 2 OF 2

5. OBLIGATION OF THE BIDDER

The Bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Bidder in respect thereof, which may arise.

The staff/labour recruited by the Bidder for "Detailed Topographical Hybrid Survey using Drone +Total Station+DGPS for Extension of E-W Corridor from Badi Chaupar to Transport Nagar (2.85Km) Phase-1C and Mansarovar to Ajmer Road (Chauraha) (1.35 km) Phase-1D" of JAIPUR METRO RAIL CORPORATION at Jaipur, will be the sole responsibility of the Bidder and JMRC will not be involved in it in any way. The staff / labour so recruited by the Bidder will not have any right whatsoever at any stage to claim employment in JMRC.

6. JURISDICTION OF COURT

The Courts at Jaipur shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

| | For and on behalf of the Bidder | | For and on behalf of the Employer |
|------------------------------|--------------------------------------|-----|--|
| | | | |
| | Signature of the authorized official | | Signature of the authorized official |
| | Name of the official | | Name of the official |
| | Stamp/Seal of the Bidder | | Stamp/Seal of the Employer |
| SIGNED, SEALED AND DELIVERED | |) | |
| By said_ Name | . | the | By the said Name |
| prese Witne Name | half of the Bidder in the ence of: | _ | on behalf of the Employer in the presence of: Witness Name Address |
| | | | |

SCHEDULE-F:- FORMS

Note:

- * To be made out by the Employer at the time of finalization of the Form of Agreement.
- ** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.
- *** to be deleted if not applicable

SCHEDULE-F:- FORMS

FORM E PAGE 1 OF 2

GENERAL INFORMATION

| Note: | S |
|-------|-----|
| IVOLU | J . |

| I. | Attach an attested photocopy of Certificate of Registration and ownership as well as |
|----|--|
| | of Constitution and legal status. |

| | | e of Joint Venture / Consortium, attach an attested photocopy of Agreement ting inter alia distribution of responsibilities among the members / constituents. | |
|---|---|---|--|
| 1 | Bidder | Company details (in case of consortium, details of Lead Partner) | |
| | (a) | Name of Bidder Company: | |
| | (b) | Address of the corporate headquarters and its branch office(s), if any, in India: | |
| | (c) | Date of incorporation and/ or commencement of business: | |
| 2 | (a) (b) | ulars of the Authorised Signatory of the Applicant: Name: Designation: Address: | |
| | | Phone Number: Fax Number: | |
| 3 | PAN N | lumber (Attach photocopy): | |
| 4 | GST Registration No. (attach copy of the registration certificate): | | |
| 5 | In the | case of a consortium: | |
| | a. | Names of participating members / constituents (a) (b) (c) | |
| | b. | Address, telephone, Tele-fax and email of each members / constituent. | |
| | | Registered Office Office for correspondence | |
| | | (a) | |
| | | (b) | |
| | | (c) | |

SCHEDULE-F:- FORMS

FORM E PAGE 2 OF 2

- c. Distribution of responsibilities among partners / constituents. (Among other details, specify the sub-items of works for which each of the partners / constituents would be responsible).
- d. Date and place of joint Venture/ Consortium Agreement.
- e. Names and Addresses of Bankers to the Joint Venture/ Consortium.
- f. Names and Addresses of Associated Companies to be involved in the Project and whether Parent / subsidiary/ others.
- g. If the company is subsidiary, what involvement, if any, will the Parent Company have in the Project?

SCHEDULE-F:- FORMS

FORM F PAGE 1 OF 1

BANK DETAILS FOR E-PAYMENT

| Beneficiary name : | |
|--------------------------------|---|
| Beneficiary Address : | |
| Line-1: | |
| Line-2: | |
| District/City: | State: |
| Pin Code: | Tele/Fax: |
| Mobile alert: | |
| | |
| Bank Details: | |
| Bank Name: | |
| Branch Name and Address: | |
| Beneficiary A/C No. | Beneficiary A/C Type (Saving/Current): |
| Beneficiary A/c Name: | |
| Nine - Digit branch MICR Code: | |
| IFSC Code of the branch: | |
| | |

Note:- Bidders may also enclose self certified copy of cancelled cheque in name of bidding firm.

SCHEDULE-F:- FORMS

FORM G PAGE 1 OF 1

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 (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 NIB No.: |
| 02/JMRC/Project/2022-23 for qualification and submission of our Bid for the works |
| "Detailed Topographical Hybrid Survey using Drone +Total Station+DGPS for Extension of E-W Corridor from Badi Chaupar to Transport Nagar (2.85Km) Phase- |
| 1C and Mansarovar to Ajmer Road (Chauraha) (1.35 km) Phase-1D" of JAIPUR |
| METRO RAIL CORPORATION " at Jaipur, 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, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /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 THISDAY OF,2023. |
| 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 charter 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 charter 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.

SCHEDULE-F:- FORMS

FORM-H PAGE 1 OF 2

INDEMNITY

(To be filled by Bidder)

| I on behalf of M/sher | eby agree and undertake that I |
|---|--|
| have understood all the safety rules and procedures and allwill abide by all safety rules andwill be responsible for any safety violation/ be responsible in case of any accident and will not comper M/sdeclare that all the claim raised by | procedures. I declare that I M/s accident etc. and JMRC will not nsate financially or otherwise. I |
| borne by me only. | |
| I hereby declare that I am sole responsible on behalf of M/s such declaration. | s for giving |
| | |
| | |
| | |
| | |
| | |
| | |
| Name of Indemnifier | Signature of Indemnifier |

Stamp/seal of the Indemnifier/Bidder

SCHEDULE-F:- FORMS

FORM-H PAGE 2 OF 2

INDEMNITY

(To be filled by Bidder staff individually)

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedures. I declare that I will be responsible for any safety violations/accident etc. and JMRC will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against JMRC.

| Name of Indemnifier | Signature of Indemnifier |
|---------------------|--------------------------|
| | |
| | |
| | |
| NAME OF BIDDER | SIGNATURE OF BIDDER |

SCHEDULE-F:- FORMS

FORM-I PAGE 3 OF 3

Obligation/Compliance to be ensured by Bidder

| SI. No. | Items | Compliance of Bidder (To be filled by Bidder) | |
|---------|--|---|----|
| | | Yes | No |
| 1 | License for employing contract labour | | |
| 2 | Compliance of minimum wages Act by payment of wage on 7 th of every month through Bank or in the presence of nominated representative of employer (JMRC Supervisor/manager) | | |
| 3 (a) | Compliance of provision of ESI & EPF. | | |
| 3 (b) | Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act. | | |
| 4 | Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities. | | |
| 5 | Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948. | | |
| 6 | Other statutory requirement pertaining to this bid. | | |

Note:- A Non- filling or 'No' by Bidder will lead to non-eligibility for Bidder in further bidding process.

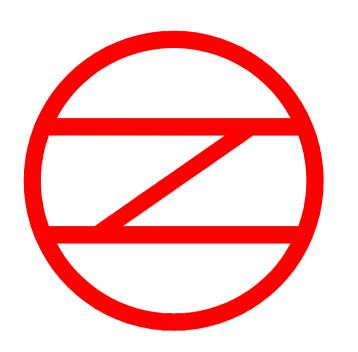
Signature with seal of Bidder/Proprietor

SCHEDULE-H CHECK LIST FOR BID EVALUATION/BID SUBMISSION

| S/N | Item | Bid Stipulations (if any) | Submission/ Compliance Requirement | Remarks |
|-----|--|-------------------------------------|--|---------|
| 1.0 | Details of (i) Cost of Bid Form/Do | cument (ii) Bid Security/EMD | O (iii) E-Bid Process | ing Fee |
| 1.1 | EMD/E-Bid Fee & Cost of Bid Form in the form of DD/BC. | 1.0 (h, j, k) of NIB | | |
| 1.2 | Name of Issuing Bank and Branch | | | |
| 1.3 | DD/BC No. | | | |
| 1.4 | DD/BC Date | | | |
| 1.5 | Value of DD/BC | | | |
| 2.0 | TECHNICAL SUITABILITY:- Eligibili | ty and Qualification of Bidde | r:- | |
| 2.1 | Bid is from a Company: Firm registration certificate in Govt. departments for Similar Works etc. | Clause 1.0 (r) of (NIB) | | |
| 2.2 | Necessary Documents for Technical Qualification/Responsiveness of Bidder. | Clause 1.0 (r) of (NIB) | | |
| 2.3 | Complete Bid Document, NIB, ITB, SCC, Forms and Annexure etc. | 1 | | |
| 2.4 | Various Annexure (s) under Schedule-E | As per Bid Document- SCHEDULE -E | | |
| 2.5 | Various Forms under Schedule-F | As per Bid Document- SCHEDULE-F | | |
| 3.0 | PRICE BID: Whether Online Commercial Bid/BOQ submitted by the bidder. | SCHEDULE-G | | |
| 4.0 | Check List of submitted documents in Technical and Financial Bid. | Schedule-H | | |

Note:-

- (i) Original Copy of DD/BC for Cost of Bid Form, E-bid Processing Fee & Bid Security as uploaded on E-Proc website may also be submitted at the office of JMRCL before the due date of submission as per Clause-1.0 (l) of NIB Document.
- (ii) The bidders have to take utmost care that the Financial Bid is to be submitted separately in Second Part of Bid i.e Financial Bid on E-Proc website only. If any details of Financial Bid whether intentionally/ unintentionally/ by mistake are mentioned in First Part i.e Technical Bid by the bidder; then its bid shall not be considered by JMRC. No correspondence in such matter shall be entertained by JMRC.



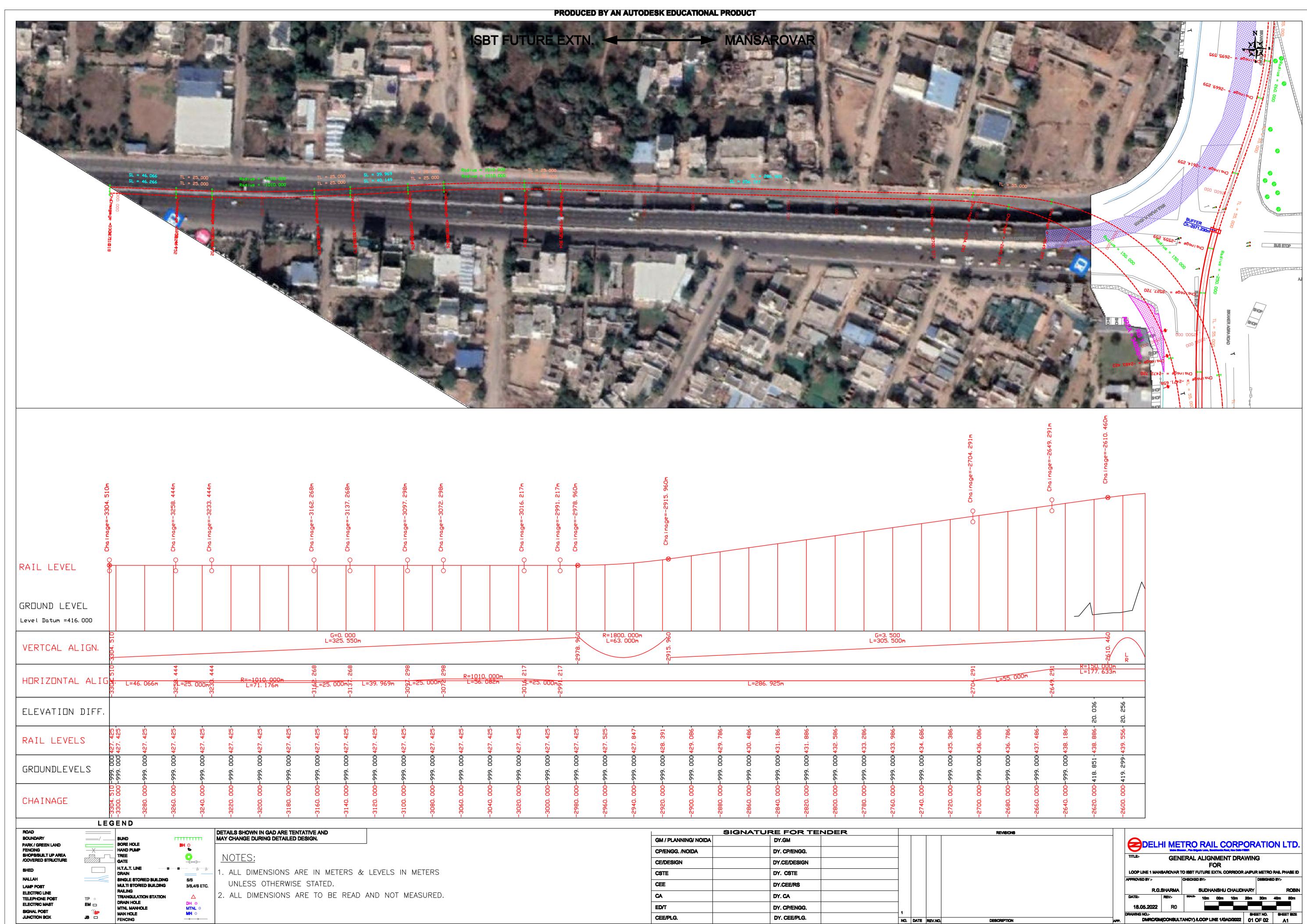
DELHI METRO RAIL CORPORATION

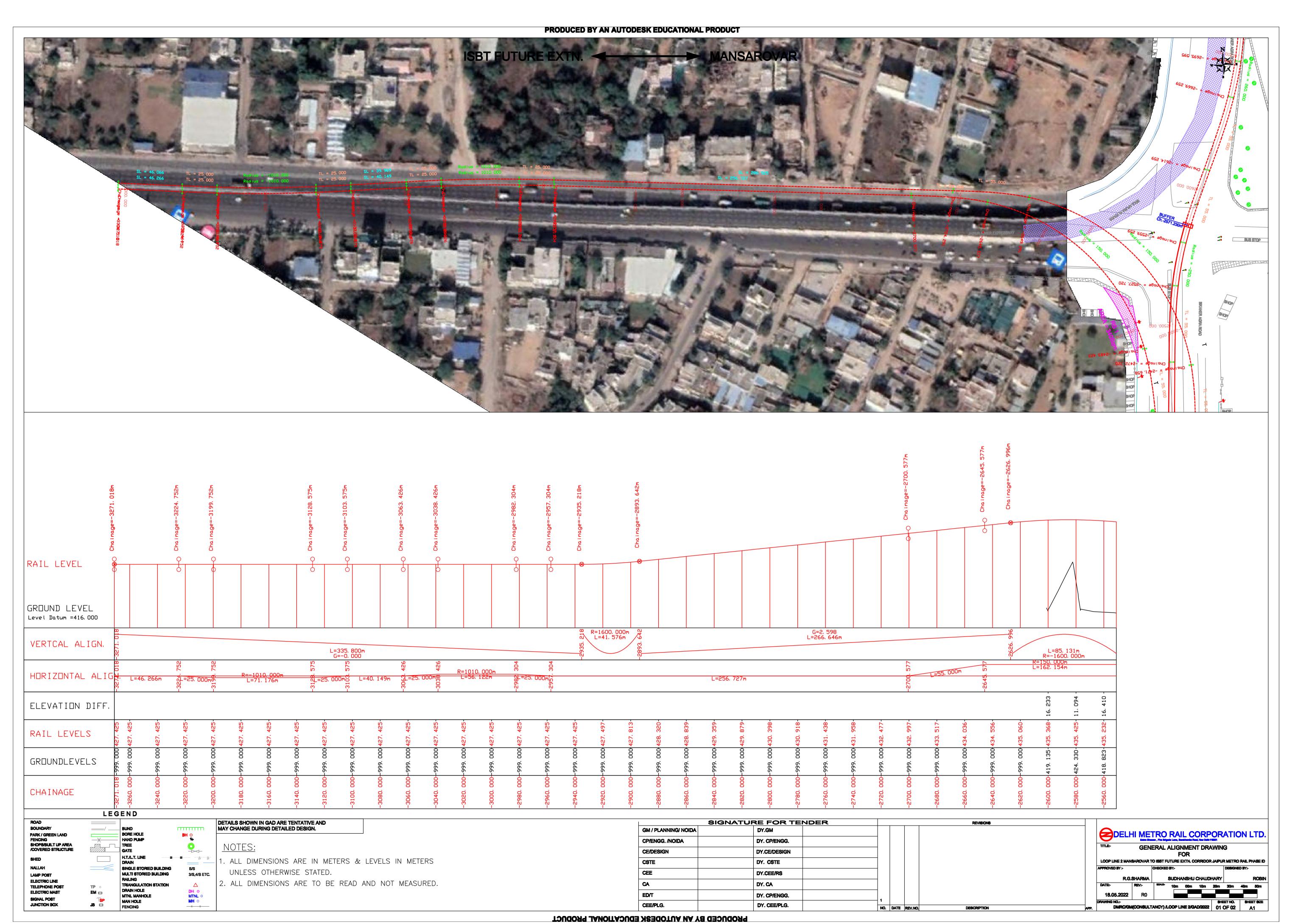
JAIPUR METRO RAIL PHASE 1D

REPORT ON HORIZONTAL & VERTICAL ALIGNMENT AND STATION LOCATIONS

(MANSAROVAR TO AJMER ROAD (CHAURAHA) JAIPUR METRO CORRIDOR)

MAY 2022







DELHI METRO RAIL CORPORATION

JAIPUR METRO RAIL PROJECT

HORIZONTAL & VERTICAL ALIGNMENT DRAWING WITH STATION LOCATIONS

(EXTENSION OF EAST-WEST CORRIDOR FROM BADI CHAUPAR TO TRANSPORT NAGAR)

JUNE 2020

