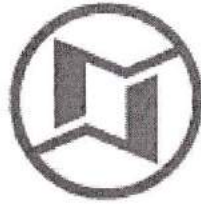


Price Rs.1000

Bid No: JMRC/Project 1C/Heritage Consultancy  
**Volume : I**



**JAIPUR METRO**

## REQUEST FOR PROPOSAL

SELECTION OF HERITAGE CONSULTANCY AGENCY FOR  
JAIPUR METRO PHASE 1C: BADI CHAUPAR TO TRANSPORT  
NAGAR VIA RAMGANJ CHAUPAR

### Jaipur Metro Rail Corporation Limited Project Directorate

First Floor, Admin Building, Metro Depot, Brighu Path, Mansarovar,  
Jaipur - 302020

Website: [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in)

Email: [dp@jaipurmetrorail.in](mailto:dp@jaipurmetrorail.in)



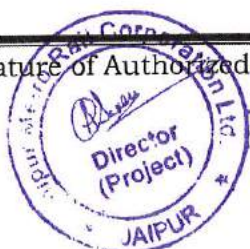
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## 1 DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Work and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.



The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.



# VOLUME – I



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## 2 NOTICE INVITING BIDS

Dated: 08 February 2024

Jaipur Metro Rail Corporation (JMRC) Ltd. invites online proposals from firms registered in India for SELECTION OF HERITAGE CONSULTANCY AGENCY FOR JAIPUR METRO PHASE 1C: BADI CHAUPAR TO TRANSPORT NAGAR VIA RAMGANJ CHAUPAR

### KEY DETAILS

a)	Name of Work	SELECTION OF HERITAGE CONSULTANCY AGENCY FOR JAIPUR METRO PHASE 1C: BADI CHAUPAR TO TRANSPORT NAGAR VIA RAMGANJ CHAUPAR
b)	Approximate Estimated Cost of Work	Rs. 100 lacs (Rupees One Hundred Lacs)
c)	Bid Security Amount (Refundable)	2,00,000/- (Approximate 2% of the Estimated Cost) (Rs. Two Lacs only by Demand Draft / Bankers Cheque, payable in favor of Jaipur Metro Rail Corporation Limited)
d)	Cost of RFP (Non-Refundable)	Rs.1000/- plus applicable GST (Demand Draft / Bankers Cheque, payable in favor of Jaipur Metro Rail Corporation Limited)
e)	Processing Fee (Non-Refundable)	Rs.1500/- (Rs. One Thousand only) by Demand Draft / Bankers Cheque, payable in favor of Managing Director, RISL Jaipur)
f)	Online Bid Document Availability Period	From 1700 hrs/08 February 2024 Upto 1800 hrs/28 February 2024
g)	Last date for receiving queries/ clarifications	1800 hrs on 18 February 2024
h)	Date and Place of Pre Bid Conference	1300 hrs on 20 February 2024 Chintan Hall, Jaipur Metro Rail Corporation Ltd., 2 <sup>nd</sup> Floor, Admin Building, Metro Depot, Brighu Path, Mansarovar, Jaipur, Rajasthan Phone: 0141-2822780/Fax: 0141-2822781
i)	Submission start date	1730 hrs on 08 February 2024
j)	Last Date for submission of Bid/Proposal	1800 hrs on 28 February 2024
k)	Time & Date of Opening of Online Technical Bid	1530 hrs on 29 February 2024
l)	Venue of Opening of Online Bid	Project Directorate, Jaipur Metro Rail Corporation Ltd., 1st Floor, Admin Building, Metro Depot, Brighu Path, Mansarovar, Jaipur, Rajasthan
m)	Venue and Date of Physical Submission of Bid Cost, Bid Security and Processing Fee	Upto 1200 hrs on 29 February 2024 O/o GM (PP & PPP), JMRC, 1st Floor, Project Directorate, Admin Building, Metro Depot, Brighu Path, Mansarovar, Jaipur, Rajasthan
n)	Validity of Bid	90 days from the last date of submission of Bid.
o)	Stipulated Date of Commencement of Work	Within seven days from the date of issue of "Order to Commence".



p)	Period of Completion	38 months from the stipulated date of commencement, extendable to provide service on the same rate for period decided as per clause 4.2.4.
q)	Performance Security	5% of the contract value on stamp value of 0.25% of contract value
r)	<p>The complete bid document can be downloaded from the state e-procurement website <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures.</p> <p>The complete bid document can also be seen on Corporation's website <a href="https://transport.rajasthan.gov.in/jmrc">https://transport.rajasthan.gov.in/jmrc</a> and state procurement portal i.e., <a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a></p> <p>Bidders who wish to participate in this online bidding process must register on <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a>. To participate in online tenders, 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 to sign the bids by authorized signatory submitted online by the bidder.</p> <p>Unsigned bids will not be entertained and will be rejected out rightly.</p>	

DIRECTOR (Project)  
JAIPUR METRO RAIL CORPORATION LTD  
1<sup>st</sup> Floor, Admin Building, Metro Depot  
Brighu Path, Mansarovar, Jaipur- 302020  
Tel: +91-141-2822780  
Email: dp@jaipurmetrorail.in





### 3 INSTRUCTIONS TO BIDDERS<sup>1</sup> (ITB)

*Important Note: The conditions of Rajasthan Transparency in Public Procurement Act, 2012 and The Rajasthan Transparency in Public Procurement Rules, 2013 shall be applicable on all aspects of this bid.*

#### 3.1 GENERAL

##### 3.1.1 OBJECTIVE OF THE BID<sup>2</sup>

- 3.1.1.1 Jaipur Metro Rail Corporation Ltd., having its corporate office at Metro Depot, Brighu Path, Mansarovar, Jaipur – 302020 (hereinafter referred to as the 'Authority') is a Special Purpose Vehicle (SPV) set up by the Government of Rajasthan as a wholly owned state enterprise for execution of the Jaipur Metro Rail Project.
- 3.1.1.2 The Phase-1C, i.e., the extension of East West Metro Corridor from Badi Chaupar to Transport Nagar via Ramganj with an underground station at Ramganj and elevated station at Transport Nagar with over all route length of 3.608 km.
- 3.1.1.3 Also, JMRC has awarded civil contract for implementation of Phase-1C, i.e., from Badi Chaupar to Transport Nagar via Ramganj. JMRC has engaged DMRC as General Consultant (GC)/Engineer for Phase 1C. The Heritage Consultant shall work in coordination work with the GC and JMRC.
- 3.1.1.4 Pink city, Jaipur (Rajasthan), has been declared a UNESCO World Heritage Site. The decision was taken at the 43rd session of the UNESCO World Heritage Committee (WHC) at Baku, Azerbaijan on July, 2019. The city was nominated for its value of being an exemplary development in town planning and architecture that demonstrates an amalgamation and important exchange of ideas in the late medieval period.
- 3.1.1.5 JMRC aims to provide a safe, comfortable and efficient transport system to its commuters while ensuring that the Heritage value/assets remains preserved.
- 3.1.1.6 JMRC has adopted a QCBS based selection process for firms for selection of an Heritage Consultant which shall prepare Heritage Impact Assessment, review baseline survey, documentation of existing Heritage structures in and along

<sup>1</sup> The words 'Tenderer' or 'Bidder' have been used interchangeably in this document and refers to the definition of "Tenderer or Bidder" as defined at Clause 1.1.2.2 in the General Conditions of Contract (GCC) of Jaipur Metro Rail Corporation.

<sup>2</sup> 'Tender' and 'Bid' are used interchangeably in this document and refers to the definition of 'Tender' as defined at Clause 1.1.1.17 in the General Conditions of Contract (GCC) of Jaipur Metro Rail Corporation. Likewise, other forms of the word, e.g. 'Tendering' and 'Bidding' etc., have been used interchangeably.



the Jaipur Metro Phase 1C route and monitor & report the status of the heritage structures during the construction process, coordinate necessary procedures if any historical/traditional artifacts/structures are found during the construction process and suggest/advise for mitigation or restoration measures in case of any damage to heritage structure. The consultant shall work according to the terms of reference and scope of service defined in this document. The bids comprising technical and financial bid are to be submitted in two separate files (Technical Bid in PDF format and Financial bid in Password protected template in .XLS format). In the first step, a technical evaluation based on marking system (QCBS) will be carried out. Based on this technical evaluation, a list of technically qualified bidders will be prepared along with eligibility marks. In the second step, financial bids of technically responsive bidders shall be opened and evaluation will be carried out as specified in this RFP document. Bids will finally be ranked according to their combined technical and financial scores.

### 3.1.2 INTRODUCTION

3.1.2.1 Sealed tenders are invited for the Tender No. 'JMRC/Heritage Consultancy/1C' towards 'REQUEST FOR PROPOSAL FOR SELECTION OF HERITAGE CONSULTANCY AGENCY FOR JAIPUR METRO PHASE 1C: BADI CHAUPAR TO TRANSPORT NAGAR VIA RAMGANJ CHAUPAR' by Jaipur Metro Rail Corporation Limited, hereinafter called the 'Authority', for Works in accordance with this Tender Package. The RFP consist of the following documents, along with their Tables, appendices, addenda, corrigenda and errata if any.

#### VOLUME - I

- (i) Notice Inviting Bid (NIB)
- (ii) Instructions To Bidders (ITB)
- (iii) Special Conditions of Contract (SCC)
- (iv) Terms of Reference and Scope of Work
- (v) Technical Bid Formats
- (vi) Financial Bid

#### VOLUME - II

- (i) General Conditions of Contract (GCC) of Jaipur Metro Rail Corporation

**Note:-** Approved GCC Manual is uploaded and available on the JMRC website. By Signing the Bid document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC.

Bid shall be prepared and submitted in accordance with the instructions given herein.

3.1.2.2 Relevant address for correspondence relating to this bid is given below:

Signature of Authorized Signatory





DIRECTOR (PROJECT)  
JAIPUR METRO RAIL CORPORATION LTD,  
1<sup>st</sup> Floor, Admin Building, Brighu Path, Mansarovar, Jaipur- 302020  
Tel: +91-141-2822780, Email: dp@jaipurmetrorail.in

3.1.2.3 Some essential data/requirements pertaining to this Bid along with reference to Clause numbers of this volume where full details have been given are detailed below

- a. "Bid Security" to be furnished by the Bidder (Clause 3.5.8): Rs.2,00,000/- as per rule 42 of RTPPR 2013 (Rs. Two Lacs only by Demand Draft / Bankers Cheque, payable in favor of Jaipur Metro Rail Corporation Limited)
- b. The complete RFP can be downloaded from the state e-procurement website <https://www.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 [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in) and state procurement portal i.e., <https://sppp.rajasthan.gov.in>.
- c. Bidders who wish to participate in this Bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online tenders, as per Information Technology Act, 2000, tenderers 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 to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected outright.
- d. Schedule of Selection Process - The Authority would endeavor to adhere to the following schedule:

S.No.	Event Description	Date & Time
1	Last date for receiving queries/ clarifications	1800 hrs on 18 February 2024
2	Pre. Bid Conference	1300 hrs on 20 February 2024
3	Authority response to queries	1700 hrs on 21 February 2024
4	Last Date for submission of Bid	1800 hrs on 28 February 2024
5	Opening of Technical Bid	1530 hrs on 29 February 2024
6	Opening of Financial Bid	To be informed to technically qualified bidders by email and announced on website.

- e. Pre-Bid Conference : The date, time and venue of Pre-Bid Conference shall be :  
Date and Time: 1300 hrs on 20 February 2024



Venue: Jaipur Metro Rail Corporation Ltd., Chintan Hall, 2<sup>nd</sup>  
Floor, Admin Building, Metro Depot, Brighu Path,  
Mansarovar, Jaipur, Rajasthan  
Phone: 0141-2822780, Email: dp@jaipurmetrorail.in

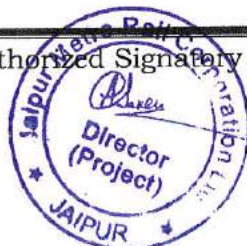
- f. Validity Period for the bid is to be kept (Clause 3.5.7): 90 days from the last date of submission of Bid
- g. Commencement of work: The Authority shall issue an 'Order to Commence' and the Work shall commence within 7 days of, issuance of this 'Order to Commence'.
- h. Contract Period: 38 month (03 years and 02 months) from the day of commencement of work and extendable to provide service on the same rate for period decided as per clause 4.2.4.

### 3.1.3 QUALIFICATION REQUIREMENTS

3.1.3.1 **ELIGIBILITY CRITERIA:** This invitation to bid is open to only those agencies, which fulfill the eligibility criteria as specified as follows:

a) **Work Experience:**

- 1) The bidder should essentially have experience of having satisfactorily completed Heritage conservation consultancy work(s) for Heritage structure/precinct for any development project including but not limited to Metro/Mono rail, airport, highways, smart city work etc. and similar works.
- 2) Only those bidder experience will be considered who have satisfactorily completed at least one study work to assess impact of any development project including but not limited to Metro/Mono rail, airport, highways, smart city work etc. over Heritage structure(s)/precinct, during last 5 years period ending last day of the month previous to the one in which the tenders are invited
- 3) Definition of similar work:- In addition to having, for consideration as an eligible 'similar work' for the purpose of experience, the listed work shall be considered only if it fulfills having at least 2 of the following requirements in that work:
  - i. Experience in conducting baseline survey and documentation of Heritage structures;
  - ii. Monitored the status of the heritage structures during any construction process taking place in and around heritage site;
  - iii. Coordinated and advised over necessary procedures for reinstatement/conservation/restoration of any historical/traditional artifacts found during the construction/implementation process and suggest mitigation





measures in case of any damage to heritage structures.

- 4) The bidder shall submit documentary proof (Work Completion cum Performance Certificate issued by the client) of such project which it wants to be considered for evaluation.

- b) **Key personnel:** For the agency to be eligible for the proposed work, the agency must have following key personnel:

S.No	Position	Qualification	Project Experience
1	Senior Conservation Architect/ Heritage Expert <b>(Team Leader)- 01 nos.</b>	Masters in Architecture/ Planning with Architectural conservation as Specialization with 12 years of experience.	<ul style="list-style-type: none"> <li>Expert should have experience of work execution/supervision of Urban conservation project (Metro rail project, Smart City project, JNNURM, or any national or state level program)</li> <li>Preferable to have work experience with/for UNESCO projects/sites.</li> </ul>
2	Senior Structural Engineer (Heritage Structures) - <b>01 nos.</b>	M.Tech (Structures) Civil Engineering with 12 years of experience. Out of which 5 years of heritage conservation experience in field execution is desired.	<ul style="list-style-type: none"> <li>Expert should have executed or supervised at least 10 conservation and restoration projects</li> <li>Expert should have experience of work execution/supervision of Urban conservation project (Metro rail project, Smart City project, JNNURM, or any national or state level program)</li> </ul>
3	Archaeologist- <b>01 nos.</b>	Master's Degree in History/ Archaeology/ Anthropology from a recognized University or equivalent	<ul style="list-style-type: none"> <li>Expert should have atleast 20 yrs of experience in field of Archeological excavation and related work field</li> <li>Must have experience of handling at least 05 projects of Archeological excavation</li> <li>Preference to Retired official from Archaeological Survey of India (ASI) or State Archaeology Department</li> </ul>
4	Site Conservation Architect - <b>01</b>	Masters in Architecture/ Planning with Architectural	<ul style="list-style-type: none"> <li>Expert should have experience of work on Building / Urban</li> </ul>



	<b>nos.</b>	conservation as Specialization with minimum 3-5 years of experience.	conservation projects. • Should be proficient in producing reports, presentation, drawing etc.
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c) The proposed man-months for the defined resources are as under:

S.No	Position	Person Man-months @ site
1	Senior Conservation Architect/ Heritage Expert <b>(Team Leader)- 01 nos.</b>	06 man-months (i.e 06 x 30 = 180 visits)
2	Senior Structural Engineer (heritage Structures) - <b>01 nos.</b>	06 man-months (i.e 06 x 30 = 180 visits)
3	Archaeologist- <b>01 nos.</b>	03 man-months (i.e 03 x 30 = 90 visits)
4	Site Conservation Architect - <b>01 nos.</b>	38 man-months (will be required on full time basis at site i.e. Jaipur)

Note: The consultant will have to consider preparation/submission of reports/documents or other documents as part of the site visits i.e. part of man months.

- The Senior Conservation Architect and Senior Structural Engineer will make 03 site visits every month after seeking approval from JMRC and for site visits beyond 03 visits in a particular month, the agency shall obtain written confirmation from JMRC separately. The designated man-months shall be for site visits and could be utilized across the contract period.
- The Man-months for Archaeologist are expected during the work related to excavation/ reinstatement of Ramganj Chaupar or any other heritage structure discovered during the course of construction. The team leader shall submit the deployment scheduled for Archaeologist as per requirement in discussion with JMRC.
- The Site Conservation Architect will have to be stationed at Jaipur and his/her man-months shall be utilized across the implementation period of 38 months.
- An attendance register will be maintained at JMRC office, to keep the signed record of individual personnel visits/days of work.
- The bidder must also submit the documentary proof of Key personnel having been associated with the bidder along with the CV.
- The authority expects all the Key Personnel specified in the bidder's proposal to be available and deployed with the Agency during execution of work and fulfilment of all contractual obligations pursuant to this RFP. No replacement of the Key Personnel whose details were submitted along with





the bid should be made unless absolutely essential. If such a replacement becomes unavoidable, it should be informed immediately to JMRC in writing, together with reasons thereof.

- The successful bidder shall not have the option of replacing any Key Personnel during the period of contract with personnel possessing lower qualifications than those submitted along with the bid.
- d) **Financial Standing** (Annual Turnover): The average of annual turnover of bidder during each of last three audited financial years (certified & stamped by Chartered Accountant along with registration no.) should not be less than 40% of the Estimated Cost.
- e) Bidder should have valid GST registration certificate issued by competent authority and shall submit the same along with the bid.
- f) Applicant should have valid PAN certificate/ card issued by the Income Tax Deptt. of GoI

3.1.3.2 **IMPORTANT NOTE:** Only those Applicants who satisfy the above Qualification Requirement criteria will be eligible for evaluation of their Bids.

3.1.3.3 Each agency shall submit only one tender either himself or as a partner / Lead Consultant in a joint venture/consortium for the work. The tenderer who submits more than one tender for the same work will be disqualified. All tenders submitted shall include all the information as desired herein.

3.1.3.4 In case of a bidder applying as a joint venture/consortium, the weightage of the work as defined 3.1.3.1 will only be given when the firm has worked as a Lead Consultant for the project.

3.1.3.5 General information of the bidder shall be furnished in clause 6.7. Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership or if a joint venture including consortium, of each party thereto constituting tender will also be required to be furnished. All the group members in a joint venture will be jointly and severally responsible for the performance under the contract.

3.1.3.6 For the purpose of this bid, the joint venture/ consortium shall be restricted to maximum of two firms or companies. In the case of bidder being a Joint Venture/ consortium as the case may be, joint venture data must be furnished in the format prescribed (clause 6.7) along with the documents as mentioned therein. The following requirements shall also be complied with.

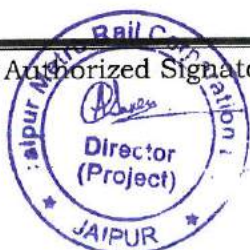
- a. The bid, and, in the case of a successful tender, the Form of agreement, shall be individually signed so as to be legally binding on all partners/constituents as the case may be.



- b. In case of partnership, one of the partners shall be nominated as being in charge as lead or prime partner and this authorization shall be evident by submitting a notarized power of attorney signed by the partner or legally authorized signatories of all the partners. In case of consortium, It will similarly authorize a person to be in-charge and this authorization shall be evident by a power of attorney in favour of that person.
- c. The partner in-charge or the person in-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner in-charge of joint venture and person in-charge of a consortium.
- d. All partners of the joint venture or constituents of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the form of tender and the form of agreement (in case of a successful tender).
- e. In the event of default by any partner in the case of a joint venture and constituent in the case of a consortium in the execution of his part of the contract, the partner/person in-charge will have the authority to assign the work to any other party acceptable to the employer to ensure the execution of that part of the contract.
- f. A copy of the agreement entered into by the joint venture /consortium partners shall be submitted along with the tender.

3.1.3.7 In case the Bidder is an Association, consortium or joint venture, the bidder shall provide the following:

- a) The memorandum of understanding / joint venture agreement duly notarized indicating.
- b) Nomination of one of the members of the association, consortium or joint venture to be in-charge or lead member. This authorization shall be issued by the legally authorized signatories of all members of the association, consortium or joint venture.
- c) Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- d) Each member of the association, consortium or joint venture shall be jointly and severally liable for the under taking of this contract.





- 3.1.3.8 The tenderers to qualify for award of contract shall submit a written power of attorney authorizing the signatory of the tender to commit the tenderer or each member of the partnership, consortium or joint venture.
- 3.1.3.9 Notarized Power of Attorney in favor of the signatory will be required to be furnished as detailed in Clause 3.5.9
- 3.1.3.10 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract, shall be communicated forthwith in writing by the tenderer to the Engineer and the Employer.
- 3.1.3.11 In the details of information submitted by the applicants at the stage of tender if any information found incorrect or suppressed, the tender may not be considered or contract will be cancelled without any financial claim/arbitration from the tender. The applicant is required to certify in the statement placed at Annexure-A clause 6.15.
- 3.1.3.12 Each tenderer, or any associate will be required to confirm and declare in the tender submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that tender price will not include any such amount.

### **3.1.4 COST OF TENDERING**

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

### **3.1.5 SITE VISIT**

- 3.1.5.1 Any site information / schedule of works given in this tender document are for guidance only. The tenderer is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
- 3.1.5.2 The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.



## **3.2 RFP DOCUMENTS**

### **3.2.1 CONTENTS OF RFP DOCUMENTS**

3.2.1.1 The bidder is expected to examine carefully all the contents of the RFP documents including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the bidder's own risk. Bids, which are not responsive to the requirements of the tender documents, will be rejected.

### **3.2.2 AMENDMENT IN RFP DOCUMENTS**

3.2.2.1 At any time prior to the deadline for the submission of proposals, Authority may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the RFP documents by an amendment.

3.2.2.2 The said amendment in the form of an **addendum** will be sent to all prospective bidders who have received the RFP documents, on or prior to last date mentioned in Clause 3.1.2.3. This communication will be in writing or by email and the same shall be binding upon them. Prospective tenderers should promptly acknowledge receipt thereof by email to the Authority. Bidders may remain in touch with the E-proc portal <https://www.eproc.rajasthan.gov.in> and JMRC's website <https://transport.rajasthan.gov.in/jmrc> or state procurement portal <https://sppp.rajasthan.gov.in> for any kind of latest Information, Addendum, Clarification, etc.

3.2.2.3 In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, Authority may, at its discretion, extend the deadline for the submission of proposals in accordance with Sub-clause 3.6.

## **3.3 PREPARATION OF BIDS**

### **3.3.1 LANGUAGE OF BID**

3.3.1.1 The proposal prepared by the Bidder and all correspondence and documents relating to the bid exchanged between the Bidder and the Authority shall be in the English language.

## **3.4 DOCUMENTS COMPRISING THE PROPOSAL**

### **3.4.1 BID/PROPOSAL PACKAGE**

3.4.1.1 General:

Signature of Authorized Signatory





3.4.1.2 A single-stage two envelope Online Bidding procedure shall be adopted. The Bid is divided into two parts, viz. Technical Bid and Financial Bid:

3.4.1.2.1 **TECHNICAL BID:** This Part should contain the Technical Bid consisting of a pdf copy of this RFP Document with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, comprising the following:

- a) Cost of RFP, Bid Security and Processing Fee
  - i. These original instruments should be submitted with forwarding letter mentioning the NIT No., Name of Work and particulars of these financial instruments.
  - ii. At the backside of every instrument, firm needs to mention Name of Firm, NIT No. and Mobile No. of authorized signatory of the firm.
  - iii. Scanned copy of RFP cost, Processing Fee and Bid Security Instruments need to be submitted with the online tender and these original instruments are to be submitted as per schedule.
  - iv. If firm fails to submit the original instruments in the desired form and amount by the stipulated date and time then its Technical and Financial Bids shall not be opened and it shall be summarily rejected.
  - v. If scanned copy of any or all of these instruments (i.e. Cost of RFP, Tender Security and Processing Fees) Submitted with Technical Bid does not match with the original instruments submitted by the firm then Technical and Financial Bids Submitted by the firm shall be liable for rejection.
- b) Copy of the RFP Document - The bidder shall enclose digitally signed and stamped, (lead member in case of Consortium) copy of the RFP Document except the Financial Bid. RFPs, digitally signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated / required documents shall be submitted duly numbered and digitally signed/ stamped by the tenderers.
- c) All applicable Annexures/Proformas shall be duly filled by the agency as below:

Documents	As per FORMATS
Form of RFP with Appendix	A
Bank Guarantee for Bid Security	B
Statement of Deviations	C
Format of Bank Guarantee for Performance Security	D
Form of Agreement	E
Power of Attorney	F



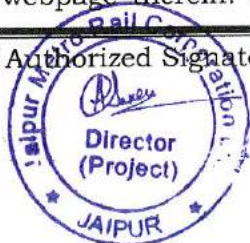
General Information & Joint Venture Data	T-I
Experience Record	T-II
Resources Proposed for the Work-Personnel	T-III
Financial Data	T-IV
Indemnity (By Contractor/Agency)	T-V
Indemnity (By Contractor's/Agency Staff)	T-VI
Format of Curriculum Vitae	T- VII
Time Sheet	T - VIII
<b>Deleted:</b> Obligation/Compliance to be insured by contractor	Annexure A
Declaration by the bidder regarding qualifications	Annexure B
Grievance redressal during procurement process	Annexure C
Checklist	Annexure D

- d) In case of a joint venture/consortium, information as required under clause 3.1.3.6, in respect of each partner/company including Forms T-II to T-V will be required to be furnished. Additional sheets may be used wherever necessary.
- e) Documents as listed below:
- Notice Inviting Bid
  - Instructions to Bidders
  - Special Conditions of Contract
  - Term of Reference and Scope of Work
  - JMRC's General Conditions of Contract
- f) All such Annexures should be duly filled, signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.
- g) Other duly certified documents required like Proof of Work Experience (Work Completion cum Performance Certificate issued by the client), GST certificate, PAN card, financial standing etc. shall be part of the Technical Bid submission.
- h) **NOTE:** CONSULTANCY FEE SHALL BE INDICATED ONLY IN THE FINANCIAL BID (Envelope – II). **Consultancy Fee bid should NOT be indicated at any place in the Technical Bid**, otherwise the Proposal shall be summarily rejected.

#### 3.4.1.2.2 FINANCIAL BID

- a) The Financial Bid shall be submitted online through the prescribed website (<https://eproc.rajasthan.gov.in>) as per the instructions on the webpage therein. The Consultancy Fee shall be submitted online in the

Signature of Authorized Signatory





Financial Bid Format given as **ANNEXURE E: FINANCIAL BID** of Tender enclosed. This Consultancy fee should include all costs associated with the contract.

- b) Utmost care be taken to upload Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following steps may be followed in submission of Financial Bid:
- Download format of Financial bid in XLS format (Password protected file).
  - This XLS file is password protected file. Don't unprotect the file. Consultancy fee has to be filled in this file and the same has to be uploaded.
  - Fill Bidder Name in downloaded Financial Bid format as specified (in XLS format only) in green back ground cells. Don't fill in any other background cells.
  - Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

3.4.1.3 Documents to be submitted by the Bidder under RFP package have been described under the respective Clause 3.4.1. This list of documents has been prepared mainly for the convenience of the Bidder and any omission on the part of the Authority shall not absolve the Bidder of his responsibility of going through the various clauses in the RFP Documents and to submit all the details specifically called for (or implied) in those clauses.

3.4.1.4 All documents issued for the purposes of Bidding as described in this document and any amendment issued in accordance with Clause 3.2.2 shall be deemed as incorporated in the Bid.

### **3.5 EVALUATION OF PROPOSALS**

#### **3.5.1 GENERAL**

- The bids will be opened online on e-procurement portal on the date and time, as specified in the Clause 3.1.2 (schedule to RFP) of this RFP in the presence of bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign a attendance sheet/ register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- Only Technical Bids will be opened first and evaluated as per the eligibility criteria set forth in this RFP document.



- iii. Financial Bids will remain unopened until the evaluation of technical bids. The Financial Bids of only those bidders who are technically qualified in Technical evaluation stage will be opened & evaluated. The time and date of opening of Financial Bids shall be communicated to technically qualified bidders through state e-procurement portal <https://eproc.rajasthan.gov.in>. The technically qualified bidders may attend the opening of the Financial Bid, if they so desire.
- iv. The bidders or their authorized representatives who want to be present to witness the Financial Bid opening shall sign on attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- v. Quality Cost Based Selection method (QCBS) shall be adopted for evaluation while assigning 70% and 30% weightage for Technical Bid and Financial Bid respectively.

### 3.5.2 EVALUATION OF TECHNICAL BID

- i. The Applicant should take enough care to submit all the information sought by the JMRC in the desired formats. The Technical Bids are liable to be rejected if information is not provided in the desired formats. The Technical Bids will be evaluated out of 100 marks.
- ii. In the first stage, the Technical Bid will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and work plan, and the experience of Key Personnel. Only those Applicants whose Technical Bids score 60 marks or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest Technical Score ( $S_T$ ).
- iii. The scoring criteria to be used for evaluation of Technical Bids shall be as follows:

S No.	Technical Score Criteria	Marks Deployment		Documents Required
1.	No. of Years of Operation in India in the field of heritage conservation related works, as on 30.11.2023 (Maximum 10 marks)	Parameter	Marks	Certificate of Registration/ Copy of Memorandum /Article of Association/ Certificate of Incorporation
		Equal or more than 5 years but less than or equal to 10 years	5	
		More than 10 years but less than or equal to 15 years	8	
		More than 15 years	10	





S No.	Technical Score Criteria	Marks Deployment	Documents Required								
2.	Experience of providing heritage consultancy services for execution/supervision of heritage conservation project (Metro rail project, transport infrastructure project, Smart City project, JNNURM, national or state level program etc.) as on 30.11.2023 (Maximum 15 marks)	<table><thead><tr><th>Parameter</th><th>Marks</th></tr></thead><tbody><tr><td>07 or more but less than 10 (completed + ongoing) Projects</td><td>10</td></tr><tr><td>10 or more but less than 15 (completed+ ongoing) Projects</td><td>12</td></tr><tr><td>15 or more (completed + ongoing) Projects</td><td>15</td></tr></tbody></table>	Parameter	Marks	07 or more but less than 10 (completed + ongoing) Projects	10	10 or more but less than 15 (completed+ ongoing) Projects	12	15 or more (completed + ongoing) Projects	15	Completion Certificate from employer or copy of Agreement etc. as applicable
Parameter	Marks										
07 or more but less than 10 (completed + ongoing) Projects	10										
10 or more but less than 15 (completed+ ongoing) Projects	12										
15 or more (completed + ongoing) Projects	15										
3.	Experience of conducting Heritage Impact Assessment (HIA) Study or any similar study to assess impact of any infrastructure development over heritage structure(s)/precinct as on 30.11.2023 (Maximum 25 marks)	<table><thead><tr><th>Parameter</th><th>Marks</th></tr></thead><tbody><tr><td>1 completed Project</td><td>12</td></tr><tr><td>More than 1 but less than 3 completed projects</td><td>15</td></tr><tr><td>3 or more completed Projects</td><td>20</td></tr></tbody></table> <p>#5 marks will be awarded additionally if any one of the completed project is related to transport infrastructure sector (Metro Rail/Transport Infrastructure project/Airport/Indian Railways /State Transport corporation/, etc.).</p>	Parameter	Marks	1 completed Project	12	More than 1 but less than 3 completed projects	15	3 or more completed Projects	20	Completion Certificate from employer
Parameter	Marks										
1 completed Project	12										
More than 1 but less than 3 completed projects	15										
3 or more completed Projects	20										
4.	Experience of providing heritage consultancy services for ongoing/completed project of UNESCO requiring understanding of and compliance with ICOMOS Guidelines for Heritage Properties and other relevant international heritage	<table><thead><tr><th>Parameter</th><th>Marks</th></tr></thead><tbody><tr><td>2 Project</td><td>5</td></tr><tr><td>More than 2 but less than 5 projects</td><td>6</td></tr><tr><td>5 or more Projects</td><td>8</td></tr></tbody></table> <p>#2 marks will be awarded additionally if any one of the completed project is related to transport infrastructure sector (Metro Rail/Transport Infrastructure project/Airport/Indian Railways /State Transport corporation/, etc.).</p>	Parameter	Marks	2 Project	5	More than 2 but less than 5 projects	6	5 or more Projects	8	Completion certificate from employer or copy of agreement and if in case project is ongoing, then proof of the same from the employer.
Parameter	Marks										
2 Project	5										
More than 2 but less than 5 projects	6										
5 or more Projects	8										

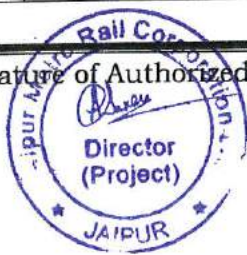


S No.	Technical Score Criteria	Marks Deployment		Documents Required	
	conservation guidelines as on 30.11.2023  (Maximum 10 marks)				
5.	Experience of providing heritage consultancy services for ongoing/completed Urban conservation project in Rajasthan as on 30.11.2023 (Maximum 10 marks)	<b>Parameter</b>	<b>Marks</b>	Completion certificate from employer or copy of agreement and if in case project is ongoing, then proof of the same from the employer.	
		2 Project	4		
		More than 2 but less than 5 projects	6		
		5 or more Projects	8		
		#2 marks will be awarded additionally if any one of the completed/ongoing project is in Jaipur (Rajasthan)			
6.	Experience in conducting baseline survey and documentation of Heritage structures (Maximum 2 marks)	<b>Parameter</b>	<b>Marks</b>	Copy of agreement specifically highlighting the said experience in the scope of work or certificate from the employer over the said experience.	
		1 Project	1		
		More than 2	2		
7.	Experience in Monitoring the status of the heritage structures during any construction process taking place in and around heritage site. (Maximum 2 marks)	<b>Parameter</b>	<b>Marks</b>		
		1 Project	1		
		More than 2	2		
8.	Experience in coordinating and advising over necessary procedures for reinstatement/restoration/conservation of any historical/traditional artifacts found during the construction/	<b>Parameter</b>	<b>Marks</b>		
		1 Project	1		
		More than 2	2		





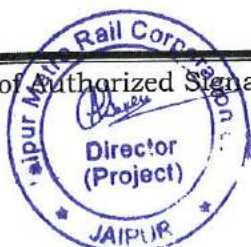
S No.	Technical Score Criteria	Marks Deployment			Documents Required
	implementation process and suggest mitigation measures in case of any damage to heritage structures. (Maximum 2 marks)				
6.	Key Staff Proposed for the Project (Maximum 24 marks)	<b>Parameter</b>		<b>Marks</b>	CV of the expert signed by self in the format at FORM-VII along with experience document & any relevant document which can prove their present association with the bidder
		<b>Senior Conservation Architect/ Heritage Expert</b> : Masters in Architecture/ Planning with Architectural conservation as Specialization with 12 years of experience.	Experience of 12-15 Years	4	
			Experience more than 15 Years	7	
		<b>Senior Structural Engineer:</b> M.Tech (Structures) Civil Engineering with 12 years of experience.	Experience of 12-15 Years	4	
			Experience more than 15 Years	7	
		<b>Archaeologist:</b> Master's Degree in History/ Archaeology/ Anthropology from a recognized University or equivalent with 20 years or more of experience in field of Archaeological excavation and related conservation work field. <b>Note: Additional 3 marks will be allotted if the proposed Archaeologists is retired official from Archaeological Survey of India (ASI) or State Archaeology Department.</b>		3	



S No.	Technical Score Criteria	Marks Deployment			Documents Required
		<b>Site Conservation Architect:</b> Masters in Architecture/ Planning with Architectural conservation as Specialization with minimum 3-5 years of experience.	Experience of 3-5 Years	2	
			Experience more than 5 Years	4	

**Notes:**

- a. The JMRC expects that all the Key Personnel specified in the bidder's proposal to be available with the Agency and deployed during execution of work and fulfilment of all contractual obligations pursuant to this RFP. No replacement of the Key Personnel whose details were submitted along with the bid should be made unless absolutely essential. If such a replacement becomes unavoidable, it should be informed immediately to JMRC in writing, together with reasons thereof. Non-essential changes shall be treated as significant deficiency in execution of work, attracting penalty as per provisions of this RFP.
- b. The successful bidder shall not have the option of replacing any Key Personnel during the period of contract with personnel possessing lower qualifications than those submitted along with the bid.
- c. While the team leader, structural engineer and Archaeologist will be visiting Jaipur as per deployment schedule or requirement, the site conservation architect will be stationed in Jaipur during the course of assignment as mentioned in the relevant clause of RFP.
- iv. The Technical Bids, which are found acceptable in accordance with Clause 3.1.3.1, shall be deemed as responsive Bids. The Applicants with such responsive Bids and securing technical score (S<sub>T</sub>) of minimum 60 marks would be considered as technically qualified Applicants and would be eligible for next stage of the evaluation Process, i.e., Financial Evaluation.
- v. The JMRC will open "Financial Bid" of only of technically qualified Applicants for evaluation in accordance with Clause 3.5.3 below.





### 3.5.3 EVALUATION OF FINANCIAL BID

- i. In the second stage, the financial evaluation will be carried out. Each Financial Bid will be assigned a Financial Score (SF).
- ii. The bidder has to fill the rate as per details below in the format at Annexure F:

Deliverable	Sr.	Deliverable	Submission Period (in days)	
Category 1: Submissions under Heritage Impact Assessment	1	<b>Draft Heritage Impact Assessment (HIA) Report</b>	Within 45 days from OC	Bidder has to fill the <b>LUMPSUM RATE</b> for this Category 1 submission work in the Schedule-A of the Financial bid format which has to be inclusive of remuneration for all the Personnel required considering their expenses for site visit/work from office, travel, accommodation, report/drawing preparation, printing etc. or any other factor to deliver the desired outcome
	2	<b>Submission of final HIA report after inclusion of comments/suggestions from Heritage Cell (HC) and Technical Heritage Committee (THC) of Nagar Nigam Jaipur (Heritage)</b>	Within 21 days after receiving comments from HC and THC	
Category 2: Submissions during project executions	3	<b>Monthly Monitoring Reports /Site Visits of Key Personnel</b> along with other deliverables as mentioned under Scope of Work as and when required	On or Before 7 <sup>th</sup> of every month for previous month throughout the contractual period	<p>Bidder has to fill the RATE per site visit in the Schedule-B of the Financial bid format for the key personnel (Senior Conservation Architect, Senior Structural Engineer and Archeologist) and then calculate the total cost after multiplying it with the desired man months against each personnel and further multiplying with 30 (i.e. calendar days)</p> <p><i>(Example: considering 30 days calendar month e.g. If the bidder fills the rate per site visit as 1000 and the desired man month for that resource is 6 man months, then the total will be 1000*6*30= Rs 180000 only. This is for example purpose only)</i></p>



				<p>For Site Conservation Architect, the per month rate has to be quoted and has to be lump sum for the month in the Schedule-B of the Financial bid format.</p> <p>Please note that all rates quoted by the bidder shall be inclusive of remuneration for the Personnel required considering their expenses for site visit/work from office, travel, accommodation, report/drawing preparation, printing etc. or any other factor to deliver the desired outcome. No extra cost will be paid by JMRC.</p>
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- iii. Amount of Financial Bid (F) for the bidder will be considered as total of the cost of Category 1 and Category 2 work submission.
- iv. The lowest Financial Bid ( $F_L$ ) among the bidders will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other Bids will be computed as follows:
 
$$\text{Financial Score } (S_F) = 100 \times F_L / F$$

(F = Amount of Financial Bid of a bidder)

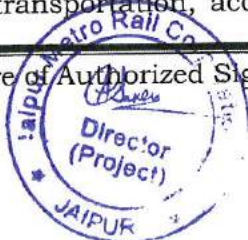
### 3.5.4 COMBINED AND FINAL EVALUATION

- i. Bids will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:
 
$$S = S_T \times 0.7 + S_F \times 0.3$$
- ii. The Selected Applicant shall be the Applicant having the highest combined score while other Applicants shall be ranked sequentially accordingly to their combined scores.

### 3.5.5 CONSULTANCY FEES

3.5.5.1 The bidder is required to quote for the Consultancy Fees as per RFP document.

3.5.5.2 The consultancy fee quoted by the bidder will have two components i.e. for category 1 (Schedule-A) and category 2 (Schedule-B) submission and shall include all tax liabilities and all such costs including but not limited to transportation, accommodation, site visit charges, printing of documents for





submission etc., which will be incurred by the Agency for fulfillment of the service defined under this document.

- 3.5.5.3 The Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Authority fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.
- 3.5.5.4 The rate quoted shall be reasonable and balanced. If the Authority assesses the rates as unbalanced, he may require the tenderer to furnish detailed analysis to justify the same. If after its examination, the Authority still feels the rates to be unbalanced and/or unreasonable, the tender is liable to be rejected by the Authority.
- 3.5.5.5 The bidder shall keep the contents of his proposal and consultancy fees quoted by him confidential.
- 3.5.5.6 The bidder shall as far as possible utilize Indian labor and staff and materials as approved by JMRC.

### **3.5.6 CURRENCIES OF THE BID**

- 3.5.6.1 Bid prices shall be quoted in Indian Rupees (INR) only.

### **3.5.7 BID VALIDITY**

- 3.5.7.1 The bid shall remain valid and open for acceptance for a period of 90 days from the Last date of submission of bid.
- 3.5.7.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Authority may request the tenderers for a specified extension in the period of validity. The request and the response there to shall be made in writing or by fax or by email. A bidder may refuse the request without forfeiting his tender security. A bidder agreeing to the request, shall not be required or permitted to modify his proposal but will be required to extend the validity of his bid security correspondingly.

### **3.5.8 BID SECURITY**

- 3.5.8.1 The bidder shall furnish, as bid security, an amount as mentioned in Clause 3.1.2.3
- 3.5.8.2 The bid security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank based in India and shall be en-cashable at Jaipur Branch. The format of the Bank Guarantee shall be generally in accordance with the sample form of bid security (Form B) included in this volume of RFP



documents. Other formats may be permitted subject to the prior approval of the Employer. Bank guarantee shall be irrevocable and operative for a period not less than 30 days beyond the validity of the bid (150 days from the date of opening of bid). Bid Security may also be submitted in the form of Bankers Cheque or Demand Draft in favor of Jaipur Metro Rail Corporation Limited, payable at Jaipur. The Bid Security shall be endorsed/ pledged in favor of the Jaipur Metro Rail Corporation Limited.

3.5.8.3 Any proposal not accompanied by an acceptable bid security will be summarily rejected by the Authority as non-responsive.

3.5.8.4 The bid securities of unsuccessful tenderers shall be discharged/returned by the Authority as promptly as possible, but not later than 30 days after the expiration of the period of bid validity as defined in Clause 3.5.7. Also, Clause 3.7.4.3 may also be referred.

3.5.8.5 The bid security of the successful bidder shall be adjusted/returned after executing the Contract Agreement and furnishing the required Performance Guarantee, as mentioned in Clause 3.7.6.

3.5.8.6 The bid security shall be forfeited:

- a. If a bidder withdraws its proposal during the period of bid validity, or
- b. If the bidder does not accept the correction of its bid price in terms of Clause 3.6.9 or
- c. In the case of a successful bidder, if it fails to:
  - i. Furnish the necessary performance guarantee for performance as per Clause 3.7.6 and/or
  - ii. Enter into the Contract within the time limit specified in Clause 3.7.5  
No interest will be payable by the Authority on the bid security amount cited above.

### **3.5.9 FORMAT AND SIGNING OF BIDS**

3.5.9.1 If the bid/proposal is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

3.5.9.2 If the bid is submitted by a firm in partnership, it shall be digitally signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the bid. Alternatively, it shall be signed by all the partners.

3.5.9.3 If the bid is submitted by a limited company or a limited corporation, it shall be digitally signed by a duly authorized person holding the power of attorney





for the firm. A certified copy of the power of attorney shall accompany the tender.

- 3.5.9.4 If a bid is submitted by a joint venture or consortium of two firms, it shall submit complete information pertaining to each firm in the joint venture or consortium and state along with the bid as to which one of the firms shall have the responsibility for bidding and for completion and due performance of the Contract and also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the joint venture or consortium for bidding, completion and due performance of the Contract. Full information and satisfactory evidence pertaining to the participation of each member of the joint venture or consortium in the bid shall be furnished along with the bid. All members shall be jointly and severally responsible to the Employer.
- 3.5.9.5 The documents required to be submitted by the bidder will be as described under Clause 3.4 herein.
- 3.5.9.6 The bidder shall enclose digitally signed and stamped, (lead member in case of Consortium) copy of the RFP Document. Besides this all other associated / required documents shall be submitted duly numbered and digitally signed/ stamped by the bidders. All applicable Annexures/Proformas shall be duly filled by the bidder.
- 3.5.9.7 In case of all documents listed in Clause 3.4 above, the person signing the documents shall be one who is duly authorized in writing by or for and on behalf of the bidder and/or by a Statute Attorney of the bidder. Such authority in writing in favour of the person signing the bid and/or notarially certified copy of the Power of Attorney as the case may be, shall be enclosed along with the bid.
- 3.5.9.8 The complete bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Authority, or as necessary to correct errors made by the bidder. All amendments / corrections shall be initialed by the person signing the bid.
- 3.5.9.9 All witnesses and sureties shall be persons of status and probity and their full names, Occupations and addresses shall be written below their signatures.

### **3.6 SUBMISSION OF BID**

#### **3.6.1 SEALING AND MARKING OF BID**

3.6.1.1 Online bids/proposals will have to be digitally signed and submitted in a time stamped electronic sealed box on <https://www.eproc.rajasthan.gov.in>.

3.6.1.2 PREPARATION FOR ONLINE SUBMISSION:

Signature of Authorized Signatory



- 3.6.1.2.1 To participate in online bidding process, bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode, etc. bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 3.6.1.2.2 The bidder should get themselves registered on procurement portal (<https://www.eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of Bid Document from this site.
- 3.6.1.3 Deadline for Submission of Bids: - Bids shall be received online on website <https://www.eproc.rajasthan.gov.in> with uploading of all relevant document not later than the time and date communicated by the department or extended date thereof.
- 3.6.1.4 PRE-BID CONFERENCE
- 3.6.1.4.1 A Pre-Bid conference shall be held on the date and location given in the clause 3.1.2.3 of the NIB.
- 3.6.1.4.2 The purpose of conference will be to clarify issues and to answer the question on any matters that may be raised at that stage.
- 3.6.1.4.3 The bidder is requested to submit any question in writing or fax or email, to reach the employer not later than the last date of seeking clarification as mentioned in key details.
- 3.6.1.4.4 The text of the questions raised by the bidders and the response given will be transmitted without delay to all purchasers of the RFP documents. Any modification to RFP documents, which may become necessary as result of the Pre-Bid Conference, shall be made by the Authority exclusively by issuing of an Addendum/clarification/corrigendum.
- 3.6.1.4.5 Non attendance at the Pre-bid meeting will not be a cause for disqualification of a bidder.

### 3.6.2 SUBMISSION OF BIDS

- 3.6.2.1 The bids will be submitted online only at web site <https://www.eproc.rajasthan.gov.in>. In no case, bid will be submitted physically.
- 3.6.2.2 ON LINE SUBMISSION



Signature of Authorized Signatory



3.6.2.2.1 Bidder shall submit their bid/proposal in electronic format digitally signing the same. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for Technical and Financial Bid. The Technical Bid should also contain scanned copy of Financial Instruments (Cost of RFP, Bid Security and Processing Fee for e-Bid). However, the original financial instrument for Cost of RFP, Bid Security and Processing Fee for e-Bid should be submitted physically at the following address of Jaipur Metro Rail Corporation by the scheduled date and time as per NIB.

**Director (Project)**

Jaipur Metro Rail Corporation,  
1<sup>st</sup> floor, Metro Depot, Brighu Path, Mansarovar,  
Jaipur-302020, Rajasthan

3.6.2.2.2 All pages of the RFP document and the addendums/amendments uploaded by the JMRC on the website <https://www.eproc.rajasthan.gov.in> shall be deemed to have been initialed and accepted by the persons signing the proposal when they submit their electronic bid.

3.6.2.2.3 The documents listed in ITB along with the addenda uploaded till the date of bid/proposal submission, shall be filled by the tenderer to bind the tenderer to the contract. All the pages of the tender and documents shall be digitally signed.

3.6.2.2.4 The uploaded documents for technical-bid or Bid Security or cost of RFP or Processing Fee or any other document required for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.

3.6.2.2.5 Utmost care be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible. All bids in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures or words or corrections not digitally initialed/ initialed and dated, may be liable to rejection.

3.6.2.2.6 Bids/Proposals sent telegraphically or through other means of transmission (Email, Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

3.6.2.2.7 The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.



### **3.6.3 LATE BIDS/PROPOSALS**

3.6.3.1 Any proposal after prescribed date and time as per NIB, will not be received on website. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete proposal well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

### **3.6.4 BID/PROPOSAL OPENING AND PRELIMINARY EVALUATION**

#### **3.6.4.1 Bid/Proposal Opening**

3.6.4.1.1 The proposals will be opened online on website at the time and date as per schedule specified in the Notice Inviting Bid in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of bid opening, if the bidder wishes. Participating bidders can view and access the outcome of technical bid online also. The bids/proposals shall be opened in two stages. In first stage the Technical Bid shall be opened and evaluated. The financial part shall be opened of responsive bidders pre-qualified by competent authority, at a later date, which will be informed to all responsive and pre-qualified bidders.

3.6.4.1.2 In first stage, Technical Bid of the bids/proposals will be opened. The bidder's names, the presence (or absence) of Cost of RFP proof, Bid Security, Processing Fee and other details such as financial & technical eligibility etc. will be announced by the Bid Opening Committee at the time of opening or same shall be made available at the web-site.

#### **3.6.4.2 Preliminary Examination of Bids**

3.6.4.2.1 The contents of the Technical Bid documents of the individual Bidders will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness. Any bid/proposal not conforming to any of these requirements may be disqualified forthwith at the discretion of Jaipur Metro Rail Corporation.

3.6.4.2.2 Financial Bid of all technically qualified bidders, who qualify the technical evaluation will be opened on the date and time intimated to all such bidders separately by email. Bidders are also advised to keep abreast of the website for announcement of the date.

### **3.6.5 PROCESS TO BE CONFIDENTIAL**

3.6.5.1 Except the public opening of bid, information relating to the examination, clarification, evaluation and comparison of bids and recommendations





concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.

- 3.6.5.2 Any effort by a bidder to influence the Authority in the process of examination, clarification, evaluation and comparison of bids/proposals and in decisions concerning award of contract, may result in the rejection of the bidder's bid.

### **3.6.6 CLARIFICATION OF BIDS**

- 3.6.6.1 To assist in the examination, evaluation and comparison of Bids, the Authority may ask Bidders individually for clarification of their Bids/proposals, including discrepancy in consultancy fees. The request for clarification and the response shall be in writing or telefax or email but no change in the consultancy fees or substance of the bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Authority during the evaluation of bids in accordance with Clause 3.6.9 of ITB herein.

### **3.6.7 DETERMINATION OF RESPONSIVENESS**

- 3.6.7.1 Prior to the detailed evaluation of bids, the Authority will determine whether each bid is responsive to the requirements of the bid documents.
- 3.6.7.2 For the purpose of this Clause, a responsive bid is one, which conforms to all the terms, conditions and specifications of the bid documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the bidder under the Contract, or which limits in any substantial way, the Authority's rights or the bidders obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids at reasonable price. Minor deviation may be brought out in Form C.
- 3.6.7.3 If a bid is not substantially responsive to the requirements of the bid documents, it will be rejected by the Authority, and will not subsequently be permitted to be made responsive by the bidder by correction or withdrawal of the non-conformity or infirmity.
- 3.6.7.4 The decision of the Authority as to which of the bidders are not substantially responsive or have impractical / methods or Programme for execution shall be final.



### **3.6.8 EVALUATION OF PROPOSAL/BID**

- 3.6.8.1 The Authority will, keeping in view the contents of Clause 3.1.3 of ITB, 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.
- 3.6.8.2 All technically acceptable bids will be eligible for consideration of their financial proposals.
- 3.6.8.3 The evaluation of financial proposals by the Authority will take into account, in addition to the bid amounts, the following factors:
- a. Arithmetical errors corrected by the Authority in accordance with Clause 3.6.9
  - b. Such other factors of administrative nature as the Authority may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 3.6.8.4 Offers, deviations and other factors, which are in excess of the requirements of the bid documents or otherwise will result in the actual of unsolicited benefits to the Authority, shall not be taken into account in bid evaluation.
- 3.6.8.5 Consultancy Fee Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in bid evaluation.

### **3.6.9 CORRECTION OF ERRORS**

- 3.6.9.1 Bids/Proposals determined to be technically acceptable after technical evaluation will be checked by the Authority for any arithmetical errors during financial evaluation.
- 3.6.9.2 Errors will be corrected by the Authority, where there is a discrepancy between amounts in figures and in words, the amount in words will be consider;
- 3.6.9.3 If a bidder does not accept the correction of errors as outlined above, his bid/proposal will be rejected and the bid security forfeited.

## **3.7 AWARD OF CONTRACT**

### **3.7.1 AWARD CRITERIA**

- 3.7.1.1 Subject to Clause 3.5.5.4 of ITB and 3.6.8 of ITB, the Authority 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.

- 3.7.1.2 For consultancy fees, the consultancy fee rate provided through Financial Bid shall be considered

### **3.7.2 CONSULTANCY FEE NEGOTIATION**

- 3.7.2.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid, but will be for re-confirming the obligations of the Agency under this RFP. Issues such as deployment of key personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

### **3.7.3 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 3.7.3.1 Notwithstanding Clause 3.7.1, the Employer reserves the right to accept or reject any bidder, and to annul the bidding process and reject all bids, at any time prior to award of Contract, or to divide the Contract between/amongst bidders without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the Employer's action.

### **3.7.4 NOTIFICATION OF AWARD (LETTER OF ACCEPTANCE)**

- 3.7.4.1 Prior to the expiry of the period of bid validity prescribed by the Authority, the Authority will notify the successful bidder by Tele-fax or email, to be confirmed in writing by registered letter, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the consultancy fee which the Authority will pay to the Agency in consideration of the execution, completion of the works by the Agency as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Consultancy Fees'). The "Letter of Acceptance" will be sent in duplicate to the successful bidder, who will return one copy to the Authority duly acknowledged and signed by the authorized signatory, within four days of receipt of the same by him. No correspondence will be entertained by the Authority from the unsuccessful Bidders.

- 3.7.4.2 The Letter of Acceptance will constitute a part of the contract.

Signature of Authorized Signatory



- 3.7.4.3 Upon "Letter of Acceptance" being signed and returned by the successful bidder as per Clause 3.7.4.1 of ITB, the authority will promptly notify the unsuccessful bidders and discharge / return their bid securities.

### **3.7.5 SIGNING OF AGREEMENT**

- 3.7.5.1 The Authority shall prepare the Agreement in the Proforma (Form E) 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 Authority and the agency through their authorized signatories, will be supplied by the Authority to the Agency.
- 3.7.5.2 Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 10 days from the date of issue of the Letter of Acceptance:
- a. Performance Security (Performance Guarantee)
  - b. 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

### **3.7.6 PERFORMANCE SECURITY**

- 3.7.6.1 The successful bidder shall furnish to the Authority a security for an amount of 5% of the Consultancy Fees, in accordance with General Conditions of Contract. The Performance Security can be in the form of Bank Draft or Banker's Cheque or a Bank Guarantee of a Scheduled Bank en-cashable at Jaipur Branch. The Bank Guarantee has to be from a Scheduled Bank based in India and the Form of Performance Security (Form D clause 6.4 ) provided in this Volume shall be used. The Performance Security shall be furnished within the time limit specified in Clause 3.7.5.

Performance Bank Guarantee shall be stamped at the rate of 0.25% of the contract value.

- 3.7.6.2 Failure of the successful tenderer to comply with provisions of Clause 3.7 shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the tender security.
- 3.7.6.3 Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder.





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### **3.7.7 ORDER TO COMMENCE (OC)**

- 3.7.7.1 The successful tenderer after the acceptance of LOA shall be issued 'Order to Commence' (OC), furtherance to which the commencement of work will start as mentioned under 3.1.2.3 (g)

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### **3.7.8 CANCELLATION OF ORDER TO COMMENCE (OC) AND PROPOSAL**

- 3.7.8.1 In case successful bidder fails to commence the work (for whatsoever reasons) as per terms and conditions of bid after issuance of OC then the OC will stand cancelled and the Performance Security shall be forfeited.

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## **3.8 CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

- 3.8.1.1 The tenderer is required to fill and submit documents as listed herein this document, but not limited to, the checklist at Annexure D.



## **4 SPECIAL CONDITIONS OF CONTRACT**

### **4.1 GENERAL**

#### **4.1.1 REPRESENTATION ON WORKS**

- 4.1.1.1 The Agency shall nominate senior Conservation Architect as the Team Leader who shall be duly authorized to take decision on behalf of Agency (shall be called Agency's representative), to attend any exigency/emergency, to attend the meetings, to solve the miscellaneous issue of site etc.
- 4.1.1.2 The instructions given by the Authority or Authority's representative to Team Leader shall be complied immediately. The Agency shall not replace the team leader without permission of Authority.

#### **4.1.2 Sub-Contractor**

- 4.1.2.1 Sub-contracting of whole work shall not be permitted in the contract. If it comes to the notice of employer that the work has been subcontracted, the contract will be terminated and performance bank guarantee shall be forfeited and punitive action shall be initiated against the agency.

#### **4.1.3 Sufficiency of accepted Consultancy Fees**

- 4.1.3.1 The Agency shall be deemed to have satisfied themselves to the correctness and sufficiency of the Consultancy Fees. Unless otherwise stated in the Contract, the Consultancy Fees shall cover all the obligations under the Contract and all things necessary for Execution and Completion of the Works to the satisfaction of the Authority.

#### **4.1.4 Documents, Office Space and Equipments**

- 4.1.4.1 The Authority has already brought the civil contractor for underground section of Phase 1C on-board and the preliminary work along the Phase 1C alignment has already begun.

The bidder can send request in writing to any specific information over the route alignment by informing the Authority two (2) days in advance.

- 4.1.4.2 No documents, office space, tools, machinery and equipment shall be supplied by the Employer except as mentioned above in the Tender Document. The Agency has to arrange all such items required for the work.
- 4.1.4.3 The Employer shall not, at any time, be liable for the loss or damage to any of the Agency's Equipment or tools or materials.





- 4.1.4.4 The Employer may assist (but is not obligated to) the Agency, where required, in obtaining requisite permissions to ease its working on Site and other things required for the Work.

#### **4.1.5 Safety**

##### **4.1.5.1 SAFETY REQUIREMENTS**

- a) The Agency shall be responsible for ensuring the fitness and safety of all persons employed at work. In this regard, the team leader, manager, and supervisor must ensure the observance of safety requirements by themselves. It shall be the sole responsibility of the Agency to adopt all the safety measures and deploy personnel who are adequately trained in performing activities which may be required for fulfillment of the Work.
- b) The Agency shall be responsible to ensure that necessary and adequate personal protective equipment are all the times available for the service personnel working. Contractor shall ensure to provide the Hi-Visibility/ Reflecting Jackets to all personnel along with supervisor/ team leader/ manager in case the work is to be performed during night time.

##### **4.1.5.2 ACCIDENTS**

- a) If any accident occurs due to execution of work or due to negligence on the part of the Agency's personnel it shall be the full responsibility of the Agency.
- b) If any damage occurs to the structures/ material & equipment of the Authority or private person or government property due to activity performed by the Agency's personnel or staff, the cost of damage will be recovered from the contractor's bill.
- c) The Agency must maintain a "Zero Accident Record". In case of any major accident /fatality a penalty up to 20% of total contract value will be levied. This penalty will be addition to 10% penalty levied for poor performance.

The contractor shall provide the necessary training on safety of one week at its own cost, to all of the contractor's staff. The contractor shall not deploy the staff without safety training at site.

#### **4.1.6 Security of the Site**

- 4.1.6.1 Security arrangements for the work shall be in accordance with general requirements and the Agency shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.

- 4.1.6.2 Agency's employees and representatives shall wear Identification Badges (cards), uniforms, helmets, gum boots, Hi-visibility / Reflecting Jackets and other safety / protection wear as directed by In-charge and to be provided by



the Agency in case the work is required to be carried out on underground track where tunneling process is taking place. Badges shall identify the Agency and show the employee's name and number and shall be worn at all times while at site.

4.1.6.3 All vehicles used by the Agency shall be clearly marked with the Agency's name or identification mark.

#### **4.1.7 Agency's Operations on Site**

4.1.7.1 All of the Agency's staff, representatives and team leaders shall follow the rules and regulations, procedures inside the Metro Station premises/work site. The Agency shall make aware all of his staff for the same.

### **4.2 CONSULTANCY FEE, TIMELINES AND DELIVERABLES**

#### **4.2.1 The Consultancy Fees**

4.2.1.1 Consultancy Fee, shall be inclusive of all taxes, duties, royalties etc. Nothing extra shall be payable over the quoted price. The fee shall comprise of cost for manpower resources considering their expenses for site visit, travel, accommodation, report/drawing printing or any other factor to deliver the desired outcome

4.2.1.2 The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the agency's in respect thereof, which may arise.

4.2.1.3 The overall Consultancy fees has been divided in two parts i.e. Category 1 and Category 2.

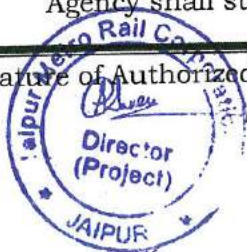
- a) For Category 1 (Heritage Impact Assessment Work), the lump sum fees quoted by the bidder shall be paid as per clause 4.2.6
- b) For Category 2 (Monitoring Work), the fee shall be paid on monthly basis based upon the certified Invoice produced to JMRC. The Invoice shall account for the man-month consumed. Refer to detail at Clause 4.2.6

#### **4.2.2 Advance**

4.2.2.1 No advance shall be paid.

#### **4.2.3 Timelines and Deliverables**

4.2.3.1 For the purpose of this assignment, the deliverables have been divided under two categories i.e. **Category 1:** Submissions under Heritage Impact Assessment and **Category 2:** Submissions during project executions. The Agency shall strictly follow the time schedule as under:





Category	Sr. No	Deliverable	Period (in days)
Category 1: Submissions under Heritage Impact Assessment	1	<b>Draft Heritage Impact Assessment (HIA) Report</b>	Within 45 days from OC
	2	<b>Submission of final HIA report after inclusion of comments/suggestions from Heritage Cell (HC) and Technical Heritage Committee (THC) of Nagar Nigam Jaipur (Heritage)</b>	Within 21 days after receiving comments from HC and THC
Category 2: Submissions during project executions	3	<b>Monthly Monitoring Reports**</b> along with other deliverables as mentioned under Scope of Work mentioned under clause 5.2 of this RFP document, as and when required	Monitoring Report shall be submitted on or before 07th of every month for previous month throughout the execution period of the project.

*\*\*Other deliverables as mentioned under **Scope of Work** mentioned under clause 5.2 of this RFP document may have to be submitted in between as well depending on the requirement and situation which may arise.*

4.2.3.2 The work over category 1 & category 2 submissions may be carried out parallelly, based upon the requirement and status of project implementation. The successful bidder shall have to submit work methodology for execution of the said heritage consultancy assignment as per discussion with JMRC.

4.2.3.3 For the delay of every 05 days or even a part thereof beyond the stipulated period of submission mentioned at clause 4.2.3.1, 05% of the due fee shall be deducted as penalty.

4.2.3.4 The Monitoring Report shall highlights the measures which the Agency proposes to undertake for fulfillment of work, deployment of resources/attendance, record/minutes of meetings, site visits etc. and detail of work done as defined under Scope of Work at clause 5.2. The monthly report shall conform to the Authority's requirements.

4.2.3.5 All the submission of reports have to made in 4 hard copies alongwith soft copy in relevant/readable format.

#### **4.2.4 Extension of Time**

4.2.4.1 The Agency shall adhere to the time schedule given above. However, Authority reserves the right to extend and/or change the time schedule on reasonable grounds.

4.2.4.2 **Extension of time on Agency's request:** The time for the execution of the work shall be deemed to be the essence of the Agreement. If the Agency fails to complete the work within the time schedule specified herein for reasons other



than on Authority's account, Authority may, if satisfied that the work can be completed by the Agency within a reasonably short time thereafter, allow the Agency for an extension of time upon a written request from the Agency. On such extension, Authority will be entitled without prejudice to any other right or remedy available on that behalf to recover from the Agency, agreed damages, and not by way of penalty, a sum of 0.5% of the total payable amount (i.e. the entire actual payable amount in respect of the particular land parcel with regard to which the delay has occurred) for each week of extension or part thereof. The total recovery on account of the above shall be subject to a maximum of 10% (ten percent) of the total payable amount (i.e. the entire actual payable amount in respect of the particular Land Parcel with regard to which the delay has occurred).

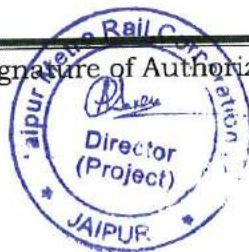
- 4.2.4.3 Extension of time due to delay on Authority's account or project requirement:** If the progress of work is delayed at any time due to act or omission by Authority or assignment requires extension due to project requirement, then the Agency shall immediately give notice thereof in writing to Authority indicating the period for which the work is likely to be delayed, and shall be bound to ask for necessary extension of time. Authority on receipt of such request shall consider the same and shall grant such extension of time as is reasonable with regard to the nature and period of delay and the time and quantum of work affected thereby. No compensation shall be levied for works so carried forward to the extended period of time; the same rates, terms and conditions of Agreement being applicable as if such extended period was originally provided in the original Agreement itself.

#### **4.2.5 Discontinuance of Civil Work**

- 4.2.5.1** In case due to any unforeseen reasons, the civil work for Metro Phase 1C stops, the service of the Agency and subsequent payments to it will also stopped, for which the Agency will be intimated 30 days in advance. The directions to further initiate will work by Agency will be provided by the Authority in written.

#### **4.2.6 Payment**

- 4.2.6.1** For the purpose of this assignment, the payment has been scheduled as per submission category i.e. Category 1 & Category 2. For Category 1 submissions, fixed Consultancy fee (lump sum fee as quoted in the Financial Bid by the Agency) shall be paid and for category 2 submissions, the payment shall be on man-months basis (as quoted in the Financial Bid by the Agency). The payment schedule is mentioned below:





Sr. No.	Description of Deliverables	% of Total Fees	
1.1	On submission of draft Heritage Impact Assessment (HIA) Report to Heritage Cell (HC)/Technical Heritage Committee (THC) of Nagar Nigam Jaipur (Heritage)	70% of lump sum fee as quoted in the Financial Bid (Schedule A) by the Agency under Category 1 submission*	100% of the Lump sum fess for Category 1 submission (Schedule A)
1.2	Submission of final HIA report after incorporating comments/suggestions from Heritage Cell (HC)/Technical Heritage Committee (THC) of Nagar Nigam Jaipur (Heritage) and resubmitting	30% of lump sum fee as quoted in the Financial Bid (Schedule A) by the Agency under Category 1 submission	
2	Monthly Monitoring Reports	The payment against Category 2 Submission as quoted in the Financial Bid (Schedule B) will be made on monthly basis based upon the certified Invoice produced to JMRC. The Invoice shall account for the details mentioned in the Time Sheet at clause 6.14 (Form T-VIII).	

*\* For the delay of every 05 days or even part thereof beyond the stipulated period of submission mentioned at 4.2.3.1, 05% of the due fee shall be deducted as penalty.*

*Note: In case of extension of project beyond 38 months, the Agency shall be liable to provide service on the same rate for period decided as per clause 4.2.4.*

4.2.6.2 For Category 2 (Monitoring Work), the fee shall be paid as under:

- The Senior Conservation Architect and Senior Structural Engineer will make 03 site visits every month after seeking approval from JMRC and for site visits beyond 03 visits in a particular month, the agency shall obtain written confirmation from JMRC seperately. The designated man-months shall be for site visits and could be utilized across the contract period.
- The Man-months for Archaeologist are expected during the work related to excavation/ reinstatement of Ramganj Chaupar or any other heritage structure discovered during the course of construction. The team leader shall submit the deployment scheduled for Archaeologist as per requirement in discussion with JMRC.
- The Site Conservation Architect will have to be full time stationed at Jaipur and his/her man-months shall be utilized across the implementation period of 38 months.

Signature of Authorized Signatory



#### **4.2.7 Approval and Progress of Work**

4.2.7.1 The Agency shall apprise the Authority at suitable intervals the progress of the work, discuss the various technical aspects involved in the study, attend meetings related with the Project and subsequently draw minutes and make presentations at various forums as and when required. The Agency shall discuss and seek approval to various aspects of the study before submission of reports and deliverables

#### **4.2.8 Payment in Applicable Currencies**

4.2.8.1 Payment shall be done in INR only.

### **4.3 RISK AND RESPONSIBILITY**

#### **4.3.1 Indemnity**

4.3.1.1 Agency shall submit the indemnity bond such that the Agency's staff shall not claim of any type e.g.; payment, employment etc. with employer. After completion of contract the Agency shall withdraw all of his staff from the site without any claim.

#### **4.3.2 Use and Care of Site**

4.3.2.1 The Agency shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Authority.

### **4.4 TERMINATION OF CONTRACT AGREEMENT**

4.4.1.1 Authority reserves the right to terminate the contract at any time should, in Authority's opinion, the cessation of work become necessary due to any reason whatsoever, in which case the value of the work done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from Authority of such termination and the reasons thereof shall be conclusive evidence of termination.

4.4.1.2 The Authority may, by not less than thirty (30) days' written notice of termination to the Agency, terminate the Contract Agreement if the Agency fails to remedy any breach hereof or any failure in the performance of its obligations as specified in the Scope of Work, and fails to deliver the work as per the prescribed Timelines and Deliverables (Clause 4.2.3) to the satisfaction of the Authority.





#### 4.5 FORCE MAJEURE

- 4.5.1.1 Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- 4.5.1.2 For purposes of this Bid to be signed in pursuance of this Bid process, force majeure' shall mean any cause or event preventing performance of an obligation under this Bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- 4.5.1.3 In the event of the Force-Majeure condition(s), either party shall have the option to terminate the contract for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, the Authority shall not be liable to pay to the Bidder, any compensation towards financial implications arising due to Force Majeure.
- 4.5.1.4 As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure Event.
- 4.5.1.5 Upon the occurrence of any Force Majeure Event, the following shall apply:
- a) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event.
  - b) The Licensee/Bidder will not be liable to pay the Default Charges for the period for which the Force Majeure events persist.
- 4.5.1.6 Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations.
- 4.5.1.7 It is expressly agreed that Agencies ability to provide services to a third party at a more advantageous price or Licensee's economic hardship shall not constitute a force majeure event.



## 5 TERM OF REFERENCE AND SCOPE OF WORK

### 5.1 OBJECTIVE OF CONSULTANCY SERVICE

- 5.1.1.1 To prepare Heritage Impact Assessment Report for the metro alignment from Badi Chaupar to Transport Nagar via Ramganj Chaupar falling within the UNESCO notified world heritage site of about 2 km in length and for the buffer zone.
- 5.1.1.2 To review the pre-building condition survey, conduct regular monitoring of the status of the heritage sites throughout the construction period and submit monthly monitoring report onto the same.
- 5.1.1.3 To coordinate and liaison on behalf of JMRC for any work related to heritage work necessary procedures if any historical/traditional artifacts are found during the tunneling work for Metro Track.
- 5.1.1.4 To provide technical measures during construction to prevent damages to the heritage structures.
- 5.1.1.5 To immediately alert the authority in event of any damage to a heritage structure and recommend appropriate mitigation or restoration measures.

### 5.2 SCOPE OF WORK

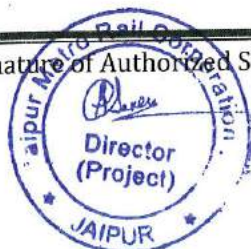
The Scope of Work services shall include inter alia the various activities as given under, with reference to the following site:

***Heritage structures along the proposed underground route alignment of 2 Km length between Badi Chaupar to Surajpole gate and the heritage buffer zone***

However, the Agency may be required to include other necessary tasks, as may be needed during the execution of the project. The Scope of Work shall cover but not be limited to the various activities as given under:

#### 5.2.1 Category 1- Heritage Impact Assessment

- a) Conduct Heritage Impact Assessment (HIA) of the proposed Metro Rail Project Phase 1C as per the ICOMOS Guidance on Heritage Impact Assessment for Cultural World heritage Properties, January 2011 and/or any other relevant bye-laws, regulations, guidelines and procedure laid out by concerning Government agencies.
- b) Consultant to present such report to JMRC/DMRC (GC) with suitable details for any technical inputs pertaining to the project.





- c) Coordinate and liaison with Jaipur Nagar Nigam (Heritage)/Heritage Cell/Technical Heritage Committee or any other concerning agencies to ensure preparation of HIA document as per the relevant guidelines and comments received from concerned agencies time to time.
- d) The Heritage Impact Assessment (HIA) shall include following but not limited to:
  - (i) Documentation of heritage structures along the impact area of metro corridors with necessary detailing, 3D/Sketches etc.
  - (ii) Presentation to JMRC/DMRC (GC) to understand technical issues of metro construction or interface issues if any with heritage structures with suitable drawing/presentations etc.
  - (iii) Prepare submissions to Heritage Cell/Heritage Technical Committee
  - (iv) Conduct a comprehensive study to identify potential impacts of the metro project on heritage structures, archaeological sites, cultural landscapes, and other significant elements.
  - (v) Develop strategies to mitigate negative impacts, propose design modifications based on agencies comments and in coordination with Metro technical experts and ensure compatibility with heritage values.
  - (vi) Develop a comprehensive monitoring plan to track the project's impact during construction and operation phases.
  - (vii) Preparation of periodic reports/drawings etc.

#### **5.2.2 Category 2- Drawings, Studies & Report**

- a) Review and provide expert comments over the Pre-Building Condition Reports (prepared by Civil Contractor) or any other report/drawings provided by JMRC/DMRC (General Consultant).
- b) Prior to start of construction of Metro Station at Ramganj Chaupar, conduct a study and prepare documentation to assess the possibility of finding a heritage Kund underneath Ramganj Chaupar in line with Chhoti Chaupar and Badi Chaupar Kunds.
- c) Planning and preparation of method statement/scheme for dismantling and further prepare drawing for reinstatement/restoration of Ramganj Chaupar heritage structures in coordination with metro works.
- d) Advice and preparing all necessary drawings/reports/BOQs/Estimates related to preservation/restoration of heritage works undertaken for Phase 1C. Make suitable corrections or suggest alternatives in case of technical difficulty in executing the work is pointed out by client or its authorized representatives.
- e) Providing necessary support for engagement (tender) of contractor for preservation/restoration works as decided.



- f) Supervising and coordination for the excavation and restoration of Ramganj Chaupar from heritage perspective or any other restoration work within the purview of this assignment.

### 5.2.3 Category 2- Monitoring & Advising

- a) Monitor and report the condition of heritage structures during construction period on monthly basis so as to ensure that there are no changes from the baseline condition. Suggest mitigation measures if found necessary.
- b) Identify critical structures of heritage importance and in the event of observation of any damage to heritage structure(s), immediately alert JMRC. In such case, provide technical advice through a structural expert and supervise the mitigation or restoration activity.
- c) Provide advice on necessary procedures if any historical structure/traditional artefacts are found during tunneling/underground station works and get done the photography, videography and prepare necessary drawings for the structure, items/artefacts found during excavation as per prescribed guidelines for such works.
- d) Shall liaison on behalf of JMRC for any permits/approvals/compliances for work related to heritage;
- e) Assessing the impact of the proposed designs and undertaking a Visual Impact Assessment from heritage perspective;
- f) Assessing visual impact of proposed stations and related services; and suggesting incorporation of heritage elements even in underground structures wherever found relevant;
- g) Advising on incorporation of art, heritage or other elements and any other steps that may be taken to soften the visual impact of the stations and structures of Phase 1C.
- h) Suggesting alternate options to mitigate the visual impact on the heritage precinct/historic built environment;
- i) Developing design options based on Client's designs to create a more appropriate design from the Heritage point of view;
- j) Presenting the design scheme before JMRC;
- k) Making changes to the designs based on the recommendations of JMRC.





## 6 FORMATS FORMING PART OF TECHNICAL BID

### 6.1 FORM A FORM OF RFP

Note:

- I. The Appendix forms part of the RFP.
- II. Tenderers are required to fill up all the blank spaces in this Form of RFP and Appendix.

Name of Work: **RFP FOR SELECTION of HERITAGE EXPERT AND  
CONSTRUCTION SUPERVISION CONSULTANCY AGENCY  
FOR JAIPUR METRO PHASE 1C: BADI CHAUPAR TO  
TRANSPORT NAGAR**

To

Director (Project)

Jaipur Metro Rail Corporation Ltd.

First Floor, Project Directorate, Admin Building

Metro Depot, Brighu Path, Mansarovar, Jaipur-302020

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Instructions to Tenderers, 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, and Addenda for the sum mentioned in the Financial Bid 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 7 days of issue of the Employer's 'Order to Commence' and to complete the whole of the Works comprised in the Contract up to 38 months calculated from the date of Commencement of the work, as indicated in the Appendix.
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 General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount as per 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

Signature of Authorized Signatory



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 tender price does not include any such amount.
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 this.....day of ..... 2024

Signature .....

Name..... in the capacity of .....

duly authorized to sign Bids for and on behalf of.....

Address .....

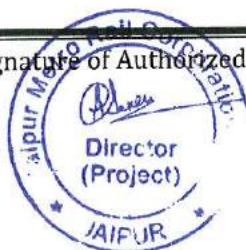
Witness – Signature .....

Name .....

Address .....

Occupation .....

Signature of Authorized Signatory





**APPENDIX TO THE FORM OF RFP**

	Condition of Contract	
i.	Amount of Bank Guarantee as Performance Security	05 percent of the Contract Value.
Iii	Period for commencement of work from the date of issue of letter of acceptance	Within 7 days of issue of the Authority's Order to Commence
Iv	Contract Period from the date of commencement of work	38 months
Signature of authorized signatory on behalf of Bidder		

Date \_\_\_\_\_

Name

\_\_\_\_\_

Place \_\_\_\_\_

Address

\_\_\_\_\_



## 6.2 FORM B

### FORM OF BANK GUARANTEE FOR BID SECURITY

6.2.1.1 Know all men by these presents that we \_\_\_\_\_ (Name of Bank) having our registered office at \_\_\_\_\_ (Address and Name of country) (hereinafter called "the Bank") are bound unto Jaipur Metro Rail Corporation Limited (hereinafter called "the Authority") in the sum of Rs. \_\_\_\_\_ for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

6.2.1.2 Whereas \_\_\_\_\_ (name of bidder) (hereinafter called "the bidder") has submitted its bid dated \_\_\_\_\_ to act as Heritage Consultancy Agency for Jaipur Metro Phase 1C from Badi Chaupar to Transport Nagar via Ramganj hereinafter called "the bid".

and whereas the bidder is required to furnish a bank guarantee for the sum of Rs. \_\_\_\_\_ (rupees \_\_\_\_\_) as bid security against the bidder's offer as aforesaid.

and whereas \_\_\_\_\_ (name and address of the bank) have, at the request of the bidder, agreed to give this guarantee as hereinafter contained.

6.2.1.3 We further agree as follows:

- a. That the Authority may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Authority and the Bidder.
- b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- c. That any account settled between the Authority and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till ..... (Date up to which Guarantee is valid i.e. 150 days from the last date of bid submission).





- c. That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

6.2.1.4 THE CONDITIONS OF THIS OBLIGATION ARE:

- a. If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or
- b. If the Bidder does not accept the correction of his bid price in terms of Clause 3.6.9 of the "Instructions to Bids".
- c. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
  - i. Fails or refuses to furnish the Performance Security in accordance with Clause 3.7.6 of the "Instructions to Bids" and/or
  - ii. Fails or refuses to enter into a Contract within the time limit specified in Clause 3.7.5 of the "Instructions to Bids".

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

	Signature of ..... Authorized Official of the Bank
Signature of the witness .....	Name of Official ..... Designation ..... I.D. No. ....
Name and Address of the Witness .....	Stamp/Seal of the Bank .....



### 6.3 FORM C STATEMENT OF DEVIATIONS

(Refer Clause 3.6.7)

6.3.1.1 The following are the particulars of deviations from the requirements of the Instructions to Bids, "General Conditions of Contract", "Special Conditions of Contract and Bid Specifications:

Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each Deviations

Signature of Bidder

#### **Note**

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating '**No Deviations**'.
2. The Bidder shall indicate price adjustment against each deviation, which he shall like to add to the bid price for withdrawing of his deviations if the same are unacceptable to the Authority.





#### 6.4 FORM D Format of Bank Guarantee for Performance Security

6.4.1.1 This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called "the Authority") of the other part.

6.4.1.2 Whereas Jaipur Metro Rail Corporation Limited has awarded the contract to the Agency to act as Heritage Consultant for Jaipur Metro Phase 1C from Badi Chaupar to Transport Nagar via Ramganj Project (hereinafter called "the contract") to M/s \_\_\_\_\_ (Name of the Agency) (hereinafter called "the Contractor/Agency").

6.4.1.3 AND WHEREAS the Contractor/Agency is bound by the said Contract to submit to the Authority a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

6.4.1.4 Now we the Undersigned \_\_\_\_\_  
(Name of the Bank)

6.4.1.5 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.

6.4.1.6 After the Contractor/Agency has signed the aforementioned Contract with the Authority, the Bank is engaged to pay the Authority, any amount up to and inclusive of the aforementioned full amount upon written order from the Authority to indemnify the Authority for any liability of damage resulting from any defects or shortcomings of the Contractor/Agency or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Authority immediately on demand without delay without reference to the Contractor/Agency and without the necessity of a previous



Signature of Authorized Signatory

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 Contractor/Agency. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor/Agency 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.

6.4.1.7 This Guarantee is valid for a period of .....Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the Defect Liability Period).

6.4.1.8 At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the Contractor/Agency or if the Contractor/Agency 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 6.4.1.6, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor/Agency.

6.4.1.9 The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor/Agency.

6.4.1.10 The neglect or forbearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority for the payment hereof shall in no way relieve the bank of their liability under this deed.

6.4.1.11 The expressions "the Authority", "the Bank" and "the Contractor/Agency" 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) 2014 being herewith duly authorized. For and

Signature of Authorized Signatory





on behalf of the \_\_\_\_\_ Bank.

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  
abovenamed \_\_\_\_\_

In the presence of:

Witness 1.

Signature .....

Name .....

Address .....

Witness 2.

Signature .....

Name .....Address .....

Signature of Authorized Signatory



## 6.5 FORM E FORM OF AGREEMENT

(Refer Clause 3.7.5 of "Instructions to Bids" Note: The Clause no. refer e.g. 6.5.1.1 will be replaced at time of signing)

6.5.1.1 This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 Between JAIPUR METRO RAIL CORPORATION LTD, a company incorporated under the provisions of Companies Act 1956, and having its registered office at Admin Building, Metro Depot, Brighu Path, Mansarovar, Jaipur-302020 herein after called "the Authority", which shall include its successors, legal heirs and permitted assignees through its DIRECTOR (PROJECT), Sh. Akhilesh Kumar Saxena of the first part; and M/s \_\_\_\_\_ (Name of company/partnership), .....(Detail of company incorporation) and having its registered office at .....(Address of Contractor/Agency) hereinafter called "the Contractor/Agency", which shall include its successors, legal heirs and permitted assignees through its ..... (Designation),.....(Name) of the second part;. Whereas the Authority is desirous that certain Works should be executed, viz Contract No. "JMRC/Project/1C Heritage Consultancy for Jaipur Metro Phase 1C from Badi Chaupar to Transport Nagar via Ramganj" hereinafter called "the Works" and has accepted a Bid by the Contractor/Agency for the Consultancy work (\*\* as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSE as follows:

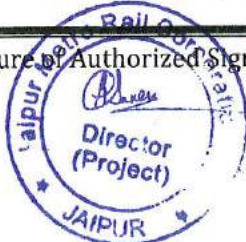
6.5.1.2 In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

6.5.1.3 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) Letter of acceptance
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) Notice Inviting Bid and Scope of Work
- (e) Form of Bid with Appendix
- (f) Addendums, if any
- (g) Other conditions agreed to and documented as listed below:
  - (i) Bidder's Work Schedule as amended if required.
  - (ii) Statement of deviations (if applicable)
  - (iii) Any other item as applicable

6.5.1.4 In consideration of the payments to be made by the Authority to the Contractor/Agency as hereinafter mentioned, the Contractor/Agency

Signature of Authorized Signatory



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hereby covenants with the Authority to execute and complete the works by  
\*\*and remedy any defects therein in conformity in all respects with the  
provisions of the Contract.

- 6.5.1.5 The Authority hereby covenants to pay the Contractor/Agency in  
consideration of the execution and completion of the works and the  
remedying of defects therein, the Consultancy Fees of \*\*Rs  
( ) being the sum stated in the letter of  
acceptance subject to such additions thereto or deductions there from as  
may be made under the provisions of the Contract at the times and in the  
manner prescribed by the Contract.

#### OBLIGATION OF THE CONTRACTOR/AGENCY

- 6.5.1.6 The Contractor/Agency shall ensure full compliance with tax laws of India  
with regard to this contract and shall be solely responsible for the same.  
The Contractor/Agency 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  
Contractor/Agency in respect thereof, which may arise.
- 6.5.1.7 The staff/labor recruited by the Contractor/Agency for Heritage  
Consultancy for Jaipur Metro Phase 1C from Badi Chaupar to Transport  
Nagar via Ramganj will be the sole responsibility of the Contractor and  
JMRC will not be involved in it in any way. The staff / labour so recruited  
by the Contractor/Agency will not have any right whatsoever at any stage  
to claim employment in JMRC.

#### 4. JURISDICTION OF COURT

- 6.5.1.8 The Courts at Jaipur, Rajasthan shall have the exclusive jurisdiction to try  
all disputes arising out of this agreement between the parties.
- 6.5.1.9 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  
Contractor**

Signature of the authorized official

Name of the official

**For and on behalf of the Employer**

Signature of the authorized official

Name of the official



Stamp/Seal of the  
Contractor/Agency

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

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

on behalf of the Contractor/Agency in  
the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By the said

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

on behalf of the Employer in the  
presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Note :**

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





## 6.6 Form F Power of Attorney for Signing of Bid

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... and presently residing at....., who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid against "JMRC/Project/1C Heritage Consultancy for Jaipur Metro Phase 1C from Badi Chaupar to Transport Nagar via Ramganj" for qualification and submission of our Bid for the works, including but not limited to signing and submission of all tenders, 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 by us. IN WITNESS WHEREOF WE , .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF....., 2014.

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



Signature of Authorized Signatory

the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the 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.





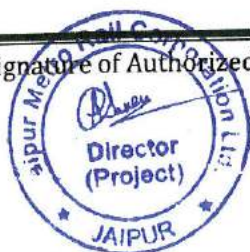
## 6.7 FORM T-I GENERAL INFORMATION AND JOINT VENTURE DATA

Notes:

- I. *Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.*
- II. *In case of Joint Venture / Consortium, attach an attested photocopy of Agreement indicating 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 Particulars of the Authorised Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
- 3 PAN Number (attach photocopy):
- 4 Service Tax Regn. No (attach copy of the registration certificate):
- 5 VAT registration number (enclose VAT registration certificate):
- 6 PF and ESI compliance
  - a. PF registration no.:
  - b. ESI registration no.:
  - c. Code no. as per ESI Act 1948.
- 7 Bank Account Details (for purpose of receiving payment from JMRC) :

Signature of Authorized Signatory



- a. Name of the Account Holder:
- b. Name of the Bank:
- c. Branch Address:
- d. 9-digit MICR Code:
- e. Account type (SB, Current, Cash Credit A/c, etc.):

8 Valid ISO 9000 certificate enclosed

(Yes/No)

9 Valid ISO 14001 certificate enclosed

(Yes/No)

10 Valid OHSAS 18001 certificate enclosed

(Yes/No)

11 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) \_\_\_\_\_

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?



## 6.8 FORM T-II EXPERIENCE RECORD

S No.	Technical Score Criteria	Documents Required
1.	Detail of number of Years of Operation in India in the field of heritage conservation related works, as on 30.11.2023	Certificate of Registration/ Copy of Memorandum /Article of Association/ Certificate of Incorporation
2.	Experience of providing heritage consultancy services for execution/supervision of heritage conservation project (Metro rail project, transport infrastructure project, Smart City project, JNNURM, National or State level program etc.) as on 30.11.2023	Completion Certificate from employer or copy of Agreement etc. as applicable

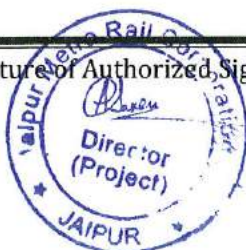
### Format :

S.No	Name of Work along with detail of employer	Date of start of work (as per contract)	Date of work completion (if ongoing then completion date as per contract)	Category (Metro or Transport infra or Smart City or JNNURM National or State level program etc.)

3.	Experience of conducting Heritage Impact Assessment (HIA) Study or any similar study to assess impact of any infrastructure development over heritage structure(s)/precinct as on 30.11.2023	Completion Certificate from employer
----	--	--------------------------------------

### Format :

S.No	Detail of completed HIA	Date of start of work (as per contract)	Date of work completion (as per
------	-------------------------	---	---------------------------------

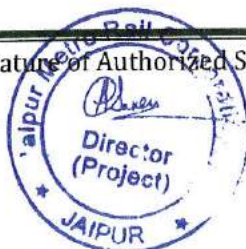




S No.	Technical Score Criteria	Documents Required	
	Work or along with detail of employer	contract)	
4.	Experience of providing heritage consultancy services for ongoing/completed project of UNESCO requiring understanding of and compliance with ICOMOS Guidelines for Heritage Properties and other relevant international heritage conservation guidelines as on 30.11.2023	Completion certificate from employer or copy of agreement and if in case project is ongoing, then proof of the same from the employer.	
<b>Format :</b>			
S.No	Name of Work along with detail of employer	Date of start of work (as per contract)	Date of work completion (if ongoing then completion date as per contract)
5.	Experience of providing heritage consultancy services for ongoing/completed Urban conservation project in Rajasthan as on 30.11.2023	Completion certificate from employer or copy of agreement and if in case project is ongoing, then proof of the same from the employer.	
<b>Format :</b>			
S.No	Name of Work along with detail of employer in Rajasthan	Date of start of work (as per contract)	Date of work completion (if ongoing then completion date as per contract)
6.	Experience in conducting baseline survey and documentation of Heritage structures	Copy of agreement specifically	



S No.	Technical Score Criteria	Documents Required	
	(Maximum 2 marks)	highlighting the said experience in the scope of work or certificate from the employer over the said experience.	
<b>Format :</b>			
S.No	Name of Work along with detail of employer	Date of start and completion of work (if ongoing then completion date as per contract)	Brief Detail of the work undertaken for baseline survey and documentation
7.	Experience in Monitoring the status of the heritage structures during any construction process taking place in and around heritage site. (Maximum 2 marks)		Copy of agreement specifically highlighting the said experience in the scope of work or certificate from the employer over the said experience.
<b>Format :</b>			
S.No	Name of Work along with detail of employer	Date of start and completion of work (if ongoing then completion date as per contract)	Brief Detail of the work undertaken for Monitoring the status of the heritage structures
8.	Experience in coordinating and advising over necessary procedures for reinstatement/restoration/ conservation of any historical/traditional artifacts found during the construction/ implementation process and suggest mitigation measures in case of any damage to heritage structures. (Maximum 2 marks)		Copy of agreement specifically highlighting the said experience in the scope of work or certificate from the employer over the





S No.	Technical Score Criteria	Documents Required	
		said experience.	
<b>Format :</b>			
S.No	Name of Work along with detail of employer	Date of start and completion of work (if ongoing then completion date as per contract)	Brief Detail of the work undertaken for said experience

**Notes:**

- (i) Details submitted in any other Performa will not be considered.
- (ii) The details of work should be provided in the format as above along with required documents notarized/attested.
- (iii) The copy of work Completion certificates should be issued by
  - a) an officer not below the rank of Executive Engineer or equivalent in case of work done for a Central/State Govt. Department and corresponding PSU's.
  - b) A Chartered Accountant under his seal and signature, in case of work done for private entities.
- (iv) Additional pages may be attached if required. All the pages must be signed by the authorized signatory of the bidder.



Signature of Authorized Signatory

## 6.9 FORM T-III RESOURCES PROPOSED FOR THE WORK - KEY PERSONNEL

The Agency must submit the CVs of the Key Personnel and documentary evidence of their association with the firm along with this form

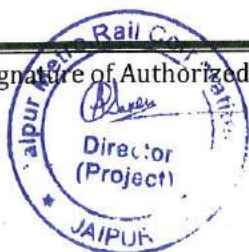
(Refer Clause 3.4.1.2)

S.No.	Designation	Min. Year of Experience Required	Actual year of Experience in the field of Heritage Conservation, restoration and related work	Associated with Firm since no. of years
(a)	(b)	(c)	(d)	(e)
1	Senior Conservation Architect (Team Leader)	12		
2	Senior Structural Engineer	12		
3	Archeologist	20		
4	Site Conservation Architect	3		

Note: No Deviation in the Deployment of key personnel for the proposed work shall be acceptable. If any Bidder proposes deviation in the Bid, such Bid shall not be considered and shall be rejected.

- The Agency shall manage a Time Sheet as placed at **Form No. T VIII** of this RFP, this would further be the documentary evidence of personnel involved on day to day basis and which further be linked with the payments as mentioned at clause 4.2.6 of this RFP.
- The CVs of the Team Leader and other personnel are to be submitted along with the Bid. All CVs are to be signed by the proposed personnel and shall be verified by the Bidder. Bidder must submit the documentary proof of the Key Personnel being associated with the bidder along with this form.

Signature of Authorized Signatory



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## 6.10 FORM T-IV FINANCIAL STANDING

(Refer Clause 3.4.1.2)

- a. Total value of work done during the period 2020-2021 to 2022-2023  
(For each member in case of Joint Venture/Consortium)

S.No.	Description	Year 2020-2021 (Rs.in Lacs)	Year 2021-2022 (Rs.in Lacs)	Year 2022-2023 (Rs.in Lacs)
(1)	(2)	(5)	(6)	(7)
1.	Detail of Total value of work done			

Note:

Attach the following:

(In case of consortium/ joint venture enclose the following documents of all partners)

- Attested copies of the financial statements of the last three financial years, duly certified by Chartered Accountant.
- Income Tax Return for last three years.

Signature of Authorized Signatory



**6.11 FORM T -V INDEMNITY**

(To be filled by Contractor/Agency)

I on behalf of M/s ..... hereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s ..... will abide by all safety rules and procedures. I declare that I M/s ..... will be responsible for any safety violations/ accident etc. JMRC will not be responsible in case of any accident / incident and will not compensate financially or otherwise.

I hereby declare that I am sole responsible on behalf of M/s.. ..... for giving such declaration.

-----  
Name of Indemnifier

-----  
Signature of Indemnifier

Stamp/Seal of the Indemnifier /Contractor/Agency

Signature of Authorized Signatory





### 6.12 FORM T-VI INDEMNITY

(To be filled by contractor/agency 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 procedure. I declare that I will be responsible for any safety violations/ accident etc. JMRC will not be responsible in case of any accident / incident and will not compensate financially or otherwise.

-----  
Name of Indemnifier

-----  
Signature of Indemnifier

-----  
Name of Contractor  
Contractor/Agency

-----  
Signature of



### 6.13 FORM T-VII CURRICULUM VITAE

Name of Consultant Position for which the  
Personnel has been proposed for  
Consideration as per Clause 3.1.3 (b) :

.....

Affix self-  
attested  
photograph

S.No	Particular	Detail
1)	Name of Consultant Father's Name	
2)	Date of Birth	
3)	Permanent Address	
4)	Residential Address	
5)	Nationality	
6)	Language Known	
7)	Educational Qualification	
8)	Employment Detail with detail of work duration, firm, etc.	
9)	Total years of experience	
10)	Detail of Specific Qualification desired and mentioned under Clause 3.1.3 (b)	

I hereby declare that the information provided above to be accurate and complete. I agree that any misrepresentation found after offer submission will render this submission disqualified.

Submitted By

Certified By

(Signature of Consultant with Name and Date)

(Signature of Team Leader with Name and Date)

Signature of Authorized Signatory

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# **6.14 FORM T-VIII TIME SHEET**

(To be submitted by Agency along with Monthly report for reimbursement of remuneration)

S.No	Particular	Details
a)	Month & Year	
b)	Name of Personnel & Designation	
c)	Designated Man-months	
d)	No of Days Present	(for site conservation Architect only)
e)	No of Days Absent	(for site conservation Architect only)
f)	Dates of site visits	
g)	Consumed Man-months	
h)	Balance Man-months	
i)	Activities/Remarks over work done	
<b>Claim for Remuneration</b>		
j)	Rate of Remuneration Per days/site visit as per contract	
k)	Consumed Man-months for the invoice months	Example: (Rate per site visit/day) x (no of days present)
l)	Claimed Remuneration for the invoice months	
I hereby certify that the number days billed/claimed for this month represent the actual time inputs rendered for this contract and there are no overlapping of claims with other concurrent assignments.		
Submitted by:		Certified by:
Consultant		Team Leader
(Signature with Name & Date)		(Signature with Name & Date)



#### 6.14.1 FORM OF BANK DETAILS FOR E-PAYMENT

**Beneficiary Name :**

**Beneficiary Address:**

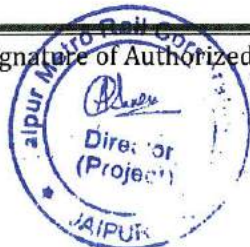
Line-1:	
Line-2:	
District/City:	State:
Pin Code:	Tele/Fax:
Mobile alert:	

#### 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:	

Stamp & Signature of Authorized Signatory

Signature of Authorized Signatory





**6.15 Annexure- A OBLIGATION / COMPLIANCE TO BE INSURED  
BY CONTRACTOR**

**DELETED**



## 6.16 Annexure B: DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

### Declaration by the Bidder

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bids No ..... Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any 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 in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

Signature of Authorized Signatory



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### **6.17 Annexure C: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS**

The designation and address of the First Appellate Authority is Director (Project) JAIPUR METRO RAIL CORPORATION, JAIPUR.

The designation and address of the Second Appellate Authority is Managing Director, JAIPUR METRO RAIL CORPORATION, JAIPUR.

#### **(1) Filing an appeal**

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor 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.

**(4) Form of Appeal**

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

**(5) 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.

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

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





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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.

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#### 6.18 ANNEXURE D: CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Sl. No	Document	Attached at Page No. (To be filled by Contractor/Agency)
	TENDER PACKAGE COMPRISING OF:	
1	Cost of RFP	
2	Form of RFP (Form B/6.1) and Appendix thereof (Form A)	
3	Bid security (Form B/ 6.2) enclosed in a separate envelope	
4	Power of attorney for individuals signing on behalf of Company/Firm	
5	Audited Balance sheets with Profit & Loss accounts for last three years	
6	Income Tax Return for last three years.	
9	GST registration and clearance certificate	
10	Tender documents (i.e. NIT, ITT, SCC, Term of Reference and Scope of Work, GCC)	
11	Statement of deviations from Tender Documents (Form C)	
12	General information on the tenderer shall be furnished in Form T-I	
14	Resources proposed for the work- Personnel with qualification and professional experience of each key staff member (Form T-III)	
15	Financial Data (Form T-IV)	
17	Form of RFP and Appendix thereof (Form A)	
18	Indemnity by contractor (Form T-V)	
19	Curriculum Vitae (CV) of all the deployed Key Personnel (Form T-VII)	
20	Time Sheet (Form T-VIII)	

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## 7 ANNEXURE E: FINANCIAL BID

**The financial bid format (Schedule- A & Schedule- B) is to be filled and submitted online by the tenderer. (IMPORTANT: The tables as reproduced below are for reference only and the same are not to be submitted in hard form.)**

### 7.1.1 Format of Financial Bid (to be filled online only)

Consultancy Fee for providing Heritage and Construction supervision consultancy for Jaipur Metro Phase 1B from Chandpole to Badi Chaupar as explained in Term of Reference and Scope of work of this RFP will have two components (Schedule- A for Category 1 Submission & Schedule- B for Category 2 Submission).

Validate		Print		Help		Item Rate BoQ	
Bid Inviting Authority: Director (Project), Jaipur Metro Rail Corporation (JMRC) Ltd.							
Name of work: HERITAGE CONSULTANCY FOR JAIPUR METRO PHASE 1C (BADI CHAUPAR TO TRANSPORT NAGAR VIA RAMGANJ)							
Contract No.: JMRC/Project/1C Heritage Consultancy							
Name of the Bidder/ Bidding Firm / Company :							
<b>PRICE SCHEDULE OF SCHEDULE-A (LUMP SUM)</b>							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )							
Contract No.: JMRC/Project/1C Heritage Consultancy							
Name of the Bidder/ Bidding Firm /							
<b>PRICE SCHEDULE for SCHEDULE-B (Other than Schedule-A)</b>							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	BASIC RATE in Figures To be entered by the Bidder in	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words	

- All the costs associated with the work shall be included in this Financial Bid. These shall normally cover has to be inclusive of remuneration for all the Personnel considering their expenses for site visit/work from office, travel, accommodation, report/drawing printing etc. or any other factor to deliver the desired outcome. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or

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condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.

- The Financial Bid shall be inclusive of all expenses and tax liabilities for consultancy fees as quoted in the Financial Bid.

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## VOLUME 2

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### **General Conditions of Contract (GCC)**

The GCC of JMRC shall be applicable to this RFP process and the contract pursuant thereto.

Tenderers are advised to carefully read this document, available online at JMRC website, <https://transport.rajasthan.gov.in/jmrc> at the link

<https://transport.rajasthan.gov.in/content/transportportal/en/metro/BussinesWithUs/GeneralConditionofcontract-GCC.html>

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