

Price Rs. 2360/-  
(Incl. GST)

**RFP No. F-1(4)/JMRC/DCA/Revenue/PD/2013-14/Part-2/14 Dated : 19.09.2019**

**SELECTION OF CONSULTANT / TRANSACTION ADVISOR FOR  
PROJECT STRUCTURING AND BID PROCESS MANAGEMENT FOR  
LEASING OF JMRC LAND SPACES**

**REQUEST FOR PROPOSAL**

[2<sup>nd</sup> Stage]



**Jaipur Metro Rail Corporation Ltd.**

(A Govt. of Rajasthan Undertaking)

Corporate Affairs Directorate

2<sup>nd</sup> Floor, A-Wing, Admin Building, Metro Depot,

Bhriku Path, Mansarovar, Jaipur (Rajasthan) - 302020

Website: [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in), <http://transport.rajasthan.gov.in/jmrc>

CIN: U60221RJ2010SGC030630

**TABLE OF CONTENTS**

DISCLAIMER .....	5
DEFINITIONS .....	6
1. NOTICE INVITING BIDS .....	7
1.1 INTRODUCTION .....	7
1.2 SCHEDULE OF BIDDING PROCESS .....	10
1.3 ELIGIBILITY CRITERIA OF BIDDERS .....	12
1.4 SALES / DOWNLOAD OF RFP .....	12
2. INSTRUCTIONS TO BIDDERS .....	13
2.1 GENERAL INSTRUCTIONS .....	13
2.2 DUE DILIGENCE BY BIDDER .....	15
2.3 PRE-BID CONFERENCE .....	16
2.4 CLARIFICATION / AMENDMENT / ADDENDUM .....	16
2.5 COST OF BID DOCUMENT (TENDER FEE) AND E-TENDER PROCESSING FEE .....	17
2.6 BID SECURITY .....	18
2.7 SUBMISSION OF PROPOSAL .....	19
2.8 EVALUATION OF PROPOSALS .....	21
2.8.1 GENERAL .....	21
2.8.2 EVALUATION OF TECHNICAL BID .....	22
2.8.3 EVALUATION OF FINANCIAL BID .....	26
2.8.4 COMBINED AND FINAL EVALUATION .....	26
2.8.5 AWARD OF CONTRACT, SIGNING OF AGREEMENT & PERFORMANCE SECURITY: .....	26
2.9 CONFLICT OF INTEREST .....	29
3. TERMS OF REFERENCE (TOR) .....	31
3.1 DETAILS OF AREA OF LAND / SPACES .....	31
3.2 SCOPE OF WORK .....	31
3.2.1 INCEPTION REPORT: [DELIVERABLE: INCEPTION REPORT] .....	31
3.2.2 CONCEPT PLAN AND FEASIBILITY STUDY [DELIVERABLE: FEASIBILITY REPORT] .....	32
3.2.3 DETAILED PROJECT STRUCTURING (DELIVERABLE : DPSR) .....	33
3.2.4 PREPARATION OF TERM SHEET [DELIVERABLE: TERM SHEET] .....	35
3.2.5 PREPARATION OF RFP DOCUMENT: [DELIVERABLE: DRAFT RFP & FINAL RFP] ....	36
3.2.6 BID PROCESS MANAGEMENT AND SELECTION OF DEVELOPER/ CONCESSIONAIRE .....	36
3.2.7 ASSISTANCE IN CONTRACT: .....	37
3.2.8 CONSULTATION WITH JMRC .....	37
3.2.9 OTHER TERMS & CONDITIONS: .....	38
3.2.10 COORDINATION .....	38
3.3 TIMELINES AND DELIVERABLES .....	39

3.4	DURATION & VALIDITY OF CONTRACT .....	40
3.5	EXTENSION OF TIME .....	40
3.6	LIQUIDATED DAMAGES .....	41
3.7	PROFESSIONAL FEE [Project Development Fee] .....	42
3.7.1	FIXED FEE: .....	42
3.7.2	SUCCESS FEE .....	42
3.8	APPROVALS AND PROGRESS REPORTS .....	43
3.9	TERMINATION OF CONTRACT AGREEMENT .....	43
3.10	RISK & COST .....	44
3.11	PENALTY FOR FAILURE TO EXECUTE THE WORK AS PER CONTRACT AGREEMENT .....	45
3.12	FORCE MAJEURE .....	45
3.13	ARBITRATION .....	45
3.14	FRAUD AND CORRUPT PRACTICES .....	46
	ANNEXURE - I .....	48
	CHECK LIST .....	48
	ANNEXURE – II .....	50
	COVERING LETTER FORMAT .....	50
	ANNEXURE-III .....	52
	STANDARD FORMAT FOR POWER OF ATTORNEY FOR SIGNING THE BID .....	52
	ANNEXURE-IV .....	54
	INFORMATION ABOUT BIDDER .....	54
	ANNEXURE-V .....	55
	STATEMENT OF MANAGERIAL & FINANCIAL CAPACITY .....	55
	ANNEXURE-VI .....	57
	INFORMATION FOR TECHNICAL COMPETANCY .....	57
	ANNEXURE-VII .....	58
	FORMAT OF CURRICULUM VITAE (CV) .....	58
	ANNEXURE-VIII .....	60
	APPROACH AND METHODOLOGY .....	60
	ANNEXURE-IX .....	61
	FORMAT OF FINANCIAL BID / BOQ .....	61
	ANNEXURE-X .....	62
	FORMAT OF BANK GUARANTEE FOR BID SECURITY .....	62
	ANNEXURE-X (1) .....	65
	FORMAT OF BID SECURING DECLARATION .....	65
	ANNEXURE-XI .....	67
	FORMAT OF BANK GUARANTEE .....	67
	ANNEXURE-XI (1) .....	70

FORMAT OF PERFORMANCE SECURITY DECLARATION .....	70
ANNEXURE-XII.....	71
FORMAT OF AGREEMENT .....	71

## **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 JMRC 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 JMRC to the prospective bidders 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. However, its terms & conditions shall be binding for the successful bidder. This RFP includes statements, which reflect various assumptions and assessments arrived at by JMRC 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 JMRC, 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.

JMRC, 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.

**DEFINITIONS**

<b>Authority</b>	Jaipur Metro Rail Corporation Limited
<b>Agency</b>	The Bidder, selected by JMRC in pursuance of the selection process consequent to this bidding
<b>Applicant</b>	Shortlisted firms after evaluation of EoI No. F.1(4)/ JMRC/DCA/Revenue/PD/2013-14/ Dated : 15.05.2019
<b>Agreement</b>	The Contract to be executed between JMRC and successful bidder, subsequent to the Letter of Acceptance, as per the format prescribed.
<b>Bidder</b>	The eligible firm submitting bid against this RFP
<b>Commencement Date</b>	The date on which the agency shall commence the service as per Notice to Proceed issued by JMRC.
<b>Corporation</b>	Jaipur Metro Rail Corporation Limited
<b>DPSR</b>	Detailed Project Structuring Report
<b>Govt.</b>	Government of India / Any other State Government in India
<b>JMRC</b>	Jaipur Metro Rail Corporation Limited
<b>LoA</b>	Letter of Award
<b>JMRC's website</b>	<a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a> & <a href="http://www.jaipurmetrorail.in">www.jaipurmetrorail.in</a>
<b>Law and Language</b>	The contract shall be governed by the Acts and laws of India, the rules, regulations and bye-laws of the concerned public bodies and authorities. Language of the Contract shall be English.
<b>PBG</b>	Performance Bank Guarantee
<b>PSD</b>	Performance Security Deposit
<b>QCBS</b>	Quality Cost Based Selection
<b>RFP</b>	This Request for Proposal including all the clarifications/ amendments, issued, if any.
<b>ToR</b>	Terms of Reference

## 1. NOTICE INVITING BIDS

### 1.1 INTRODUCTION

- (i) Jaipur Metro Rail Corporation is a Government of Rajasthan Undertaking, incorporated under the companies Act 1956, having its registered office at Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur- 302020. JMRC started its commercial operations on its first line from Mansarovar to Chandpole (Phase 1A) from 3rd June, 2015 with the mission of providing safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan. Phase 1A is of 9.6 KM in length, with eight elevated and one underground station, at approximately one KM intervals. Phase 1B is a 2.4 KM stretch from Chandpole to Bari Chaupar (Underground) is under construction at present and scheduled to be commercially operationalised in near future.
- (ii) Corporation has land spaces important business area locations and the details are as under:

S. No	Available land Parcel/space at	Area (m <sup>2</sup> ) (Approx.)
1.	Around stabling yard inside Mansarovar Metro Depot with Two level underground parking below stabling yard & Deck above stabling yard (Each of around 9390 Sqmtr.)	14070
2.	Land at Lalkothi transferred from Agriculture Marketing Board	19205
3.	Old PWD Chowki Dev Nagar Land	5000

- (iii) JMRC desires to earn non-fare revenue by leasing these land space (s) to developers/end users for the benefit of Jaipur Metro Rail Project & its users. Accordingly, JMRC has decided to carry out the process for selection of Consultant/ Transaction Advisor for project structuring and bid process management for leasing of these land spaces.
- (iv) JMRC invites Bids in two part format (Technical Bid and Financial Bid) only from shortlisted firms for selection of property Consultant / Transaction Advisor who shall develop concept plans, business plans and appropriate project structuring to prepare RFP documents & to assist JMRC in selection of the developers/end users for this purpose.
- (v) JMRC has adopted a QCBS based selection process for this purpose. The bids comprising technical and financial bid are to be submitted in two separate files (Technical Bid in PDF format and Financial bid in MS-Excel 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 short listed bidders will be prepared along with eligibility marks. In the second step, financial evaluation of eligible bidder will be carried out as specified in this RFP. Bids will finally be ranked according to their combined technical and financial scores.

- (vi) This RFP is 2<sup>nd</sup> stage of Expression of Interest (EoI) issued on 15.05.2019 for shortlisting of eligible bidders for Engagement of Transaction Advisor/Consultant for property development of the JMRC land spaces. After conclusion of the EoI process, a list of shortlisted eligible bidders was uploaded on SPP portal & JMRC website.
- (vii) This Request for Proposal (RFP) has been addressed to the following shortlisted applicants:

S. No.	Name of Shortlisted Consultant Firms	E-Proc. Login Id#
1.	<b>M/s KPMG India Private Limited,</b> 1 <sup>st</sup> Floor, LodhaExcelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011, India	<a href="mailto:anupmohan@kpmg.com">anupmohan@kpmg.com</a>
2.	<b>aXYKno Capital Services Pvt. Ltd.,</b> aXYKno Financial Centre, Level 3, Leela Vista, Bajaj Nagar Square, WHC Road, Nagpur, Maharashtra, India, 440010	<a href="mailto:ib@axykno.com">ib@axykno.com</a>
3.	<b>M/s. Knight Frank (India) Pvt. Limited,</b> 15 <sup>th</sup> Floor, Tower 'B', Signature Towers, South City-1, Gurgaon 122001, Haryana, India	<a href="mailto:ajay.agrawal@in.knightfrank.com">ajay.agrawal@in.knightfrank.com</a>
4.	<b>M/s Delhi Intregated Multi-Modal Transit System Ltd.,</b> 1 <sup>st</sup> Floor, Maharana Pratap I.S.B.T. building, Kashmere Gate, Delhi-110006	<a href="mailto:pallavi.agrawal@dimts.in">pallavi.agrawal@dimts.in</a>



S. No.	Name of Shortlisted Consultant Firms	E-Proc. Login Id#
5.	<b>M/s Feedback Infra Private Limited</b> , 15th Floor, Building 9B, DLF Cyber City, Phase-III, Gurgaon 122002, Haryana, India	<a href="mailto:bdcentral@feedbackinfra.com">bdcentral@feedbackinfra.com</a>
6.	<b>M/s WAPCOS LTD.</b> , Regional Office, B-76, Gautam Marg, Shyam Nagar, Jaipur	<a href="mailto:rmwapcos@gmail.com">rmwapcos@gmail.com</a>
7.	<b>M/s Jones Lang LaSalle Property Consultants India Private Limited</b> , 1110, 11 <sup>th</sup> Floor, Ashoka Estate, Barakhamba Road, New Delhi-110001	<a href="mailto:simon.thomas@ap.jll.com">simon.thomas@ap.jll.com</a>
8.	<b>M/s Deloitte Touche Tohmatsu India LLP</b> , 7th Floor, Building 10, Tower B, DLF Cyber City Complex, DLF City Phase-II, Gurugram-122002, Haryana, India	<a href="mailto:pnaidu@deloitte.com">pnaidu@deloitte.com</a>

It is not permissible to transfer this RFP to any other firm/bidder. These bidders are authorized to submit online bids through authorized login credentials mentioned above.

- # The shortlisted bidders have been requested in parallel to share their e-procurement portal login credentials to participate in this RFP process. The bidder will be able to participate online using above mentioned e-procurement login ID.

## 1.2 SCHEDULE OF BIDDING PROCESS

The Schedule of RFP process is as under:

S. No.	Item	Particulars
i.	RFP No.	F.1(4)/JMRC/DCA/Revenue/PD/2013-14/Part-2/14 dated 19.09.2019
ii.	Websites for downloading tender Document and subsequent clarification / modification, if any	<a href="http://www.jaipurmetrorail.in">www.jaipurmetrorail.in</a> <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a>
iii.	Cost of Bid Document (Non-Refundable) DD /Banker's cheque in favour of Jaipur Metro Rail Corporation	Rs. 2,360 (including GST) (Rupees Two Thousand Three Hundred Sixty Only)
iv.	e-tender Processing Fee (Non-Refundable) (DD/ Banker's cheque in favour of MD, RISL)	Rs. 1,180 (including GST) (Rupees One Thousand One Hundred Eighty Only)
v.	Estimated Cost	Rs. 79 Lakhs
vi.	Bid Security	Rs. 1.58 Lakh
vii.	RFP Download Start Date	23.09.2019
viii.	<b>Pre-bid Conference*</b>	27.09.2019 at (1200 Hrs) at Chintan Hall, 2 <sup>nd</sup> Floor, Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur
ix.	Last date of submitting queries / seeking clarification*	30.09.2019 (1800 Hrs)
x.	Tentative date for Replies to Queries by JMRC	10.10.2019 (1800 Hrs)
xi.	Online Bid submission Start Date / Time	14.10.2019 (1100 Hrs)
xii.	Last date and time for online Bid submission	24.10.2019 (1500 Hrs)
xiii.	Physical submission of original DD / BC / BG for cost of Bid document/ Tender fee, Bid Security and e-tender Processing Fee (in favour of	24.10.2019 (1700 Hrs)

S. No.	Item	Particulars
	MD, RISL) in JMRC office (Refer Clause 2.8 iv)	
xiv.	Date and time for opening of Technical Bid	24.10.2019 (1730 Hrs)
xv.	Website for Online Bid Submission	<a href="https://eproc.rajasthan.gov.in;">https://eproc.rajasthan.gov.in;</a>
xvi.	Bid Validity	180 days from the last date of submission of the Bid.

**Note:**

- i. The date of Pre-bid Conference and Query Submission/reply, etc., are tentative and may be changed at the discretion of JMRC. In case of any change, same will be notified on the above mentioned websites/portals.
- ii. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites/portals. Intimation for change in the schedule of Bid opening, etc., shall be notified on above-mentioned websites only. Keep visiting these websites/portals for any subsequent clarifications & modifications.
- iii. **Physical submission of bid is not allowed. Bid shall be submitted ONLINE only at <https://eproc.rajasthan.gov.in>**
- iv. Technical Bids will be opened online on the specified date & time in presence of bidders or their authorized representative who chooses to attend. In the event of the date specified for bid opening being declared as a government holiday, the due date for opening of bids will be the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- v. The date & time of opening of financial bid shall be informed to short listed applicants through websites/ portals after conclusion of evaluation.
- vi. Technical bid of only those bidders/applicant shall be opened who has submitted the original DD/BC/BG for cost of bid document/ Tender fee, Bid Security and e-tender Processing Fee in JMRC office within the date & time as mentioned in Schedule of Bidding Process.

### 1.3 ELIGIBILITY CRITERIA OF BIDDERS

S. No.	Eligibility	Required Supporting Document
1.	The bidder should be one of the shortlisted/qualified applicant in the EoI no. F.1(4)/JMRC/DCA/ Revenue /PD/2013-14/Part-2/ issued on 15.05.2019 as single stage of this process.	Nil
2.	The bidder should not have been blacklisted or debarred or any of its contracts have not been terminated due to breach of contract, during last 3 FYs (2016-17, 2017-18 & 2018-19) & during current FY upto the due date of submission of bid, by any of the state Government's/Central Government's /department /organisation/PSU	Self-declaration/ Undertaking to this affect (included in Annexure-IV of this RFP)
3.	The bidder should obtain minimum 60 marks out of 100 marks as per marking criteria mentioned in clause 2.8.2 of this RFP	As per clause 2.8.2(iii) of RFP

### 1.4 SALES / DOWNLOAD OF RFP

The RFP document can be downloaded from the websites/portals mentioned above. However, The cost of bid document/ tender fees is to be deposited at the time of submission of bid.

All the interested bidders are invited to attend the pre bid conference as per schedule mentioned above.

**Managing Director**  
**Jaipur Metro Rail Corporation**

## **2. INSTRUCTIONS TO BIDDERS**

### **2.1 GENERAL INSTRUCTIONS**

- i. This (Request for Proposal) RFP document and any addenda thereto, together with any further communications are issued for the purpose of inviting bids only. The bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this bid invitation to any third party except for the purpose of preparing his Bid.
- ii. The bidders are advised to explicitly read General Condition of Contract (GCC) of JMRC available on its website <https://www.jaipurmetrorail.in> and/or <https://transport.rajasthan.gov.in/jmrc> before submitting the proposal. By submitting the proposal, the bidder agrees to all the points included in the scope of lease/ RFP, relevant to the contract, terms & conditions mentioned in the GCC referred above. Where the provisions of this RFP are in conflict with the GCC, the former shall prevail.
- iii. Each bidder will be deemed to have inspected the sites, the surroundings and inspected all necessary documentation and made all inquiries, prior to participating in the bid process.
- iv. Corrections or overwriting, if any, should be avoided. However, if there are any, must be accompanied with initials of authorised signatory only. However, whitener should not be used for any corrections.
- v. Bids submitted ONLINE ONLY at <https://eproc.rajasthan.gov.in>. Bids sent by fax, post or e-mail will not be considered.
- vi. If some or any of the document/annexure(s) is/are missing, the Corporation has the right to reject the Bid as invalid Bid.
- vii. The proposal shall not contain any conditional/ variable offer or scheme etc. Bids containing such offers will be summarily rejected.
- viii. Bids complete in all respects must be submitted online not later than the date and time indicated in the schedule (clause 1.2). JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the schedule and in that case all rights and obligations of JMRC and the bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- ix. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has :–
  - a. Made misleading or false representations in the forms, statements and

- attachments submitted in proof of the eligibility requirements.
- b. Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (Bid Security) is non-responsive.
  - c. Fails to provide clarifications related thereto, when sought.
- x. JMRC, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and /or cancel the bidding Process and/ or amend and/ or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
  - b. consult with any bidder in order to receive clarification or further information;
  - c. retain any information and/ or evidence submitted to the JMRC by, on behalf of, and/ or in relation to any bidder; and/ or
  - d. Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any bidder.
- xi. No further discussion /interface will be held with the bidders whose bids have been rejected/ disqualified / technically disqualified.
- xii. Any Bid not accompanied by valid Earnest Money Deposit (Bid Security), e-tender processing fee and the cost towards Bid document, in acceptable form will be liable to be treated as being non-responsive.
- xiii. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English or Hindi language. Supporting documents and printed literature furnished by the bidder may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English /Hindi language, duly authenticated and certified by the bidder. Supporting materials, which are not translated into English/Hindi, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- xiv. The JMRC reserves the right to verify all statements, information and documents submitted by the bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.
- xv. It shall be deemed that by submitting the Bid, the Applicant has:

- (a) made a complete and careful examination of the RFP;
  - (b) received all relevant information requested from the JMRC;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the JMRC;
  - (d) satisfied itself about all matters, things and information, including matters referred to in herein above, necessary and required for submitting the Bid and performance of all of its obligations there under;
  - (e) acknowledged that it does not have a Conflict of Interest; and
  - (f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- xvi. Each Applicant/ Bidder shall submit only one Bid. The Applicants/ Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Selection Process including subsequent negotiation(s) and/or visits to the JMRC. The JMRC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.2 DUE DILIGENCE BY BIDDER**

- i. The bidders are required to examine carefully all the contents of the RFP document& GCC and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) above referred documents, will be at the bidder's own risk & responsibility.
- ii. Bidders are advised to carry out extensive survey of earmarked spaces, land spaces, and analyse the spaces at their own cost, before submitting the Bid. The bidders must familiarize themselves with the scope of consultancy&the referred land spaces.
- iii. Bidders are required to verify the information given in respect of area, locations, etc., attend the pre-bid conference and seek clarifications, if any, from JMRC before submitting the bid.
- iv. Most of the information about JMRC is available in public domain and accessible by everyone. The prospective bidders are advised to study the information in public domain & seek more & more information if needed and familiarise themselves with it. Accordingly, any claim related to lack of information shall not be entertained.

## 2.3 PRE-BID CONFERENCE

- i. For the purpose of providing an opportunity to the prospective bidders to obtain clarifications and/or give suggestions with regard to this RFP and bid process, a pre-bid conference has been arranged as per the schedule & venue indicated in the Clause No. 1.2 of this RFP.
- ii. During the course of Pre-Bid Conference, the bidders will be free to seek clarifications and make suggestions for consideration of the JMRC. The JMRC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
- iii. Post meeting queries / request for clarification should be submitted through e-mail or in writing by the date & time prescribed in the schedule of the bidding process (clause 1.2) and the same received after the date & time prescribed may not be taken into consideration.

The queries regarding this RFP, may be addressed to :

*Joint General Manager (Administration),  
Jaipur Metro Rail Corporation,  
2<sup>nd</sup> Floor, Wing-A, Admin Building, Metro Depot,  
Bhrigu Path, Mansarovar, Jaipur - 302020  
Tel. No.0141- 2822753, Email: [jgmadm@jaipurmetrorail.in](mailto:jgmadm@jaipurmetrorail.in)*

- iv. Request for clarifications shall be furnished in the following format:

S. No.	RFP Clause/ Annexure Reference No.	Subject/Title	Query / Clarification sought

- v. For any help in entry & location of pre-bid conference venue, JGM (Administration) may be contacted over Telephone No. 0141-2822753 email id: [jgmadm@jaipurmetrorail.in](mailto:jgmadm@jaipurmetrorail.in). Further, even after pre-bid conference, if any prospective bidder is interested in site visit he may send such request to JGM (Administration), JMRC.
- vi. JMRC may or may not reply to queries at its discretion.

## 2.4 CLARIFICATION / AMENDMENT /ADDENDUM

- i. At any time prior to the deadline for submission of Bid, JMRC may, for any reason, whether at its own initiative or in response to clarifications



requested by a bidder, modify the Bid Document by the issuance of addenda/ corrigenda/ clarifications.

- ii. Any addendum/ corrigendum/ amendment or responses to the queries, thus issued will be sent in writing through the official websites of JMRC, i.e., <https://www.jaipurmetrorail.in>, <https://transport.rajasthan.gov.in/jmrc>, State Public Procurement Portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and/or state e-procurement portal <https://eproc.rajasthan.gov.in>. Prospective bidders are advised to keep visiting these websites/portals regularly for updates.
- iii. In order to offer the bidders reasonable time for taking an addendum/ corrigendum into account, or for any other reason, JMRC may, in its sole discretion, extend the Last date and time of Bid submission.
- iv. JMRC may issue clarification/ amendments on its own or in response to queries. All clarifications and interpretations issued by the JMRC shall be deemed to be part of the Bid Document. A signed copy of the same needs to be submitted technical bid.
- v. Verbal clarifications and information given by JMRC or its employees, if any, shall not in any way or manner, will not affect terms & conditions of this RFP.

## **2.5 COST OF BID DOCUMENT (TENDER FEE) AND E-TENDER PROCESSING FEE**

- i. The complete bid document can be downloaded for online submission from the website <https://eproc.rajasthan.gov.in>, [sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and from JMRC website <http://transport.rajasthan.gov.in/jmrc>. Cost of Bid Document (Tender fee), Rs. 2000 and GST Rs 360, total **Rs. 2,360** (Rs. Two thousands Three Hundred Sixty only) inclusive of GST, shall be paid in the form of Demand Draft/ Banker's Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Tender fee is non-refundable.
- ii. In addition, E-tender processing fee **Rs. 1,180** (Rs. One Thousand One Hundred Eighty only) shall be paid in the form of Demand Draft/ Banker's Cheque of Scheduled Bank drawn in favour of 'Managing Director, RISL', payable at Jaipur.
- iii. Any Bid not accompanied by proof of payment of cost of bid document(Tender fee)/e-tender processing fees in acceptable form will liable to be treated as being non-responsive and shall be rejected.

## 2.6 BID SECURITY

- i. Bid Security of **Rs.1,58,000** (Rupees one lakh fifty eight thousand only) in the form of Demand Draft/ Banker's Cheque on any Scheduled Bank drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. The Bid Security can also be deposited in the form of Bank Guarantee (valid up to 210 days from the Last date of Bid submission) in the format enclosed at Annexure-X drawn on any Scheduled Bank (having its branch in Jaipur) in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur. In case, bidder is a department of the State Government & undertakings Corporations, autonomous bodies, registered societies, co-operative societies, which are owned or controlled or managed by the State Government and Government undertakings of the Central Government, a bid securing declaration shall be submitted, in lieu of bid security, in the format at Annexure-X(1) of this RFP.
- ii. Any Bid not accompanied by valid Bid Security in acceptable form will be treated as being non-responsive & shall be summarily rejected.
- iii. The Bid Security shall be forfeited in the following cases:
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, after issuance of LoA;
  - c. when the bidder does not deposit the performance security within the specified period issuance of LoA; andThe decision of JMRC in this respect shall be final and binding.
- iv. The Bid Security of successful bidder may be adjusted against Performance Security or shall be refunded after deposition of the Performance Security; as the case may be.
- v. If the successful bidder fails to deposit the required security deposit(s) or to execute the agreement within the specified period without any valid reasons, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Bid security in full, at the discretion of Jaipur Metro Rail Corporation Limited (JMRC).
- vi. The bid security of unsuccessful bidders will be refunded/returned within 30 days after signing of the Agreement with the successful bidder or after the expiry of the validity of the offer (unless extended), whichever is earlier or immediately after cancellation of tender process; as the case may be. No interest shall be paid on the Bid security.

## 2.7 SUBMISSION OF PROPOSAL

- i. Submission of bids through online process is mandatory for this Tender. Bids sent by post, fax or e-mail or presented in person will not be considered.
- ii. The bidder should get itself registered on e-procurement portal (<https://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 RFP from this site. The complete bid document can also be seen on JMRC website [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in) or <https://transport.rajasthan.gov.in/jmrc> and [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in).
- iii. To participate in online bidding process, bidders must procure a Digital Signature Certificate (class 2 / class 3 category) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any licensed Certifying JMRC for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids shall not be entertained and be summarily rejected.
- iv. Bidder (authorised 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 DD / Banker's Cheque for Tender Fee & e-tender Processing Fee and scanned copy of DD/ Banker's Cheque / Bank Guarantee for Bid Security.

In addition to this, DD/ Banker's Cheque / BG for Tender Fee, e-tender Processing Fee and Bid Security must be submitted physically at the following address of JMRC with a covering letter mentioning therein the details & name of the RFP, by the scheduled date and time as per schedule prescribed in Clause 1.2.

*Executive Director (Corporate Affairs),  
Jaipur Metro Rail Corporation,  
2<sup>nd</sup> Floor, Admin Building, Wing-A, Metro Depot,  
Bhriku Path, Mansarovar, Jaipur - 302020*

In absence to physical submission of the DD/ Banker's Cheque / BG for Tender Fee, e-tender Processing Fee and Bid Security in JMRC office by due date & time, the Bid shall summarily be rejected.

- v. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid 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.

- vi. Utmost care must 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. The uploaded files that are unable to download, or corrupted, or password protected, or virus/malware infected, or the likes, shall not be accepted and the bid shall be liable to be rejected.
- vii. A two bid(technical bid and financial bid) selection procedure shall be adopted. The Bid shall contain:

**a) Part-A: Technical Bid**

This Part should contain the Technical Bid consisting of a PDF copy of this 'Request for Proposal' with Annexures of RFP, each page digitally signed by the bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents duly filled in support of eligibility and scanned copy of DD/BG/BC for bid security, tender fee and e-tender processing fee. Apart from being digitally signed, all the documents should be signed and stamped on each page, before scanning, by the authorised representative of the bidder. All the applicable Annexure shall be duly filled wherever required, physically signed & scanned (in PDF format) and digitally signed on each page and to be submitted online as part of technical bid. **Financial proposal should not be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.**

**b) Part-B: Financial Bid (BOQ)**

This Part should contain the Financial Bid in the prescribed Format as per Annexure-IX to be uploaded soft copy. Utmost care should be taken to upload the 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:

- i. Download format of Financial Bid in XLS/ XLSX format.
- ii. The same XLS/ XLSX file is a password protected file. Don't unprotect the file.
- iii. Fill 'Bidder's Name' & quote percentage above or below in Green back-ground cells in the downloaded Financial Bid format. Don't fill-in other colour cells.

- iv. Validate the above sheet and save the same file in your computer and upload this duly filled file.

**Note:**

Rate quoted should be all-inclusive for carrying out activities as detailed in the scope of consultancy. It is to be noted that GST and any other taxes, as applicable shall be payable extra as per the prevailing rate and rules.

While quoting rates in financial bid, the bidder must take into account existing tax structure as on last date of bid submission and later on no claims as issues regarding misinterpretation of tax liability, etc., shall be entertained.

## **2.8 EVALUATION OF PROPOSALS**

### **2.8.1 GENERAL**

- i. The bids will be opened online on e-procurement portal on the date and time, as specified in the Clause 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.
- ii. 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 short listed 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.

## 2.8.2 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<sub>T</sub>).
- iii. The scoring criteria to be used for evaluation of Technical Bids shall be as follows:

SN	Technical Score Criteria	Marks Deployment		Documents Required
1.	No. of Years of Operation in India in the field of consultancy, as on 31.03.2019 (Maximum 10 marks)	<b>Parameter</b>	<b>Marks</b>	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	
2.	Experience of providing consultancy services for completed or in hand projects during last 7 years, i.e., on or after 1 <sup>st</sup> April 2012 (Maximum 15 marks)	<b>Parameter</b>	<b>Marks</b>	Completion Certificate from assignor or copy of Agreement or Allotment letter as applicable
		10 or more but less than 15 (completed+ongoing) Projects	10	
		15 or more but less than 20 (completed+ ongoing) Projects	12	
		20 or more (completed + ongoing) Projects	15	



SN	Technical Score Criteria	Marks Deployment		Documents Required
3.	Experience of providing consultancy services for Real Estate/Land development projects or PPP consultancy projects in last 5 financial years ending on March 31, 2019) (Maximum 25 marks)	<b>Parameter</b>	<b>Marks</b>	Completion Certificate from assignor
		2 completed Projects	12	
		More than 2 but less than 5 completed projects	15	
		5 or more completed Projects	20	
		#5 marks will be awarded additionally if any one of the completed project is related to land/real estate property development in transport sector (Airport/Indian Railways /State Transport corporation/Metro Rail Corporation, etc) under PPP model.		
4.	Experience of providing consultancy services for at least one similar PPP consultancy completed or in hand projects of Real Estate/ Land development from any of the state Government's/ Central Government's/ department/PSU (for at Least 01 project) (Maximum 12 marks)	<b>Parameter</b>	<b>Marks</b>	Completion certificate from assignor or copy of agreement along with a proof of project value
		Project value =>Rs. 50 < 200 Crores	5	
		Project value> Rs.200 < 500 Crores	8	
		Project value > Rs. 500 Crores	10	
		#2 marks will be awarded additionally if any of above completed project is related to land/real estate property development in transport sector (Airport/Indian Railways/State Transport corporation/Metro Rail Corporation, etc) under PPP model		
5.	Average annual consultancy fees receipt of Last 3 Financial Years ending on March 31, 2019 (Maximum 10 marks)	<b>Parameter</b>	<b>Marks</b>	Audit Balance sheet or CA certified copy of ITR or any other CA certified document having details of receipt of consultancy fees
		Rs. 50 Crore or more but less than Rs. 100 Crore	6	
		Rs. 100 Crore or more but less than Rs. 200 Crore	8	
		Rs. 200 Crore or more	10	
6.	Key Staff Proposed for the Project (Maximum 23 marks)	<b>Parameter</b>	<b>Marks</b>	CV of the expert signed by self in the format at Annexure-VII along with experience document & any relevant
		<b>PPP Expert:</b> MBA /PGDM/ Masters in Urban Planning or equivalent and must have worked as team leader for providing consultancy	Experience of 7-10 Years	
			Experience more than 10 Years	

SN	Technical Score Criteria	Marks Deployment			Documents Required
		services and must have experience of drafting RFP & concession agreements for minimum 2 real estate PPP basis Projects			document which can prove their present association with the bidder
		<b>Real Estate Infrastructure expert</b> MBA/ Civil Engineer and must have worked as team leader/member for providing consultancy services for minimum 2 real estate PPP basis Projects	Experience of 7-10 Years	3	
			Experience more than 10 Years	5	
		<b>Finance Analyst Expert:</b> MBA/PGDM in finance or CA or equivalent with at least having experience of minimum 7 years and must have worked as team member for providing consultancy services for minimum 2 real estate PPP basis Projects		3	
		<b>Architect/Planner:</b> Masters in Architect or town planning or urban planning having experience of minimum 7 years, and must have experience of consultancy for minimum 2 land development/ real estate Projects under PPP Model		3	
		<b>Legal Expert:</b> Graduate in Law having experience having experience of minimum 7 years, and must have experience in drafting bid documents, concession agreements for minimum 2 land development Projects under PPP Model		3	
		<b>Associate:</b> (Two) one should be MBA/PGDM/PG in Commerce or equivalent; and the other should be B. Tech. in Civil Engineering/ B. Arch.) or equivalent having experience of minimum 5		2 (2 for each)	



SN	Technical Score Criteria	Marks Deployment		Documents Required
		years, and must have worked as team member for providing consultancy services for minimum 2 land development/ Real Estate Projects under PPP Model		
7.	Approach & Methodology (Maximum 5 Marks)	5 marks		A write-up on Approach & Methodology of consultancy (Annexure-VIII)

**Notes:**

- a. The JMRC expects 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 and experts will be visiting Jaipur as per requirement, both the associates will be stationed in Jaipur during the course of assignment and till signing of last concession agreement. Subsequently, atleast one of the associate will remain stationed in Jaipur for the balance period of contract/ agreement.
- iv. The Technical Bids, which are found acceptable in accordance with Clause 2.8.2(iii), shall be deemed as responsive Bids. The Applicants with such responsive Bids and securing technical score ( $S_T$ ) of minimum 60 marks would be considered as Short-listed 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 Short-listed Applicants for evaluation in accordance with Clause 2.8.3 below.

### 2.8.3 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 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)

### 2.8.4 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.

### 2.8.5 AWARD OF CONTRACT, SIGNING OF AGREEMENT & PERFORMANCE SECURITY:

- i. The Selected bidder may, if necessary, be invited for negotiations. The negotiations shall generally not only be for reducing the price of the Bid, but also 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.
- ii. Prior to the expiry of the period of validity of the Bid, the successful bidder shall be notified through a Letter of Award (LoA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.
- iii. Upon receipt of the 'LOA', the successful bidder(s) shall return one copy of the LOA duly signed and accepted and stamped by its authorized signatory within 10 working days from the date of issue of LOA and submit performance security within 15 days from the date of issue of LOA, equivalent to 10% of the approved total professional fees mentioned in LoA (excluding success fee), in the form of Bank Guarantee (Annexure-X) or pledged Fixed Deposits from any scheduled bank ( having its branch at

Jaipur) in favour of Jaipur Metro Rail Corporation Ltd. The Bank Guarantee for performance security should remain valid up to a period of 42 months from the date of issue of PBG. The Performance Security is to ensure due performance of all obligations of the consultant under the Contract against an event of default by the consultant and/or any material breach of its obligations there under. The department of the State Government & undertakings Corporations, autonomous bodies, registered societies, co-operative societies, which are owned or controlled or managed by the State Government and Government undertakings of the Central Government, are not required to submit Performance Security. However, they will submit a Performance Security declaration, in the format at Annexure-XI (1) of this RFP, in lieu of Performance Security.

- iv. The performance Security can also be deposited in the form of DD/ Banker's Cheque of scheduled bank drawn in the favour of Jaipur Metro Rail Corporation Limited, payable at Jaipur.
- v. An agreement shall be executed within 07 working days of deposition of Performance Security as per format at Annexure XII. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency. The bidder shall pay the expenses of completing and stamping the agreement.
- vi. The performance security deposit shall not carry any interest during the tenure of the Lease.
- vii. The Performance Security Deposit shall be refunded/ released at the end of full term of contract after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after satisfactorily completion of contract.
- viii. The cost of Stamp Duty for execution/ registration of agreement and any other related Legal Documentation charges / incidental charges shall be borne by the successful bidder only and such stamp duty will have to be paid in Rajasthan state only.
- ix. The selected bidder shall not be entitled to seek any deviation, modification or amendment in the agreement.
- x. Till the signing of the agreement, the LoA shall form a binding contractual agreement between JMRC and the successful bidder(s) as per terms of this RFP.

- xi. If the bidder fails to deposit the required/ performance security or to execute the agreement within the specified period without any intimation to JMRC, such failure will be treated as a breach of the terms and conditions of the tender and bid security shall be forfeited. Any request for extension of time for deposition of security deposit shall be made in writing with due justification and it shall be at the discretion of JMRC to accept or reject such request. Such request, at the discretion of JMRC may be accepted with imposition of penal surcharge as per following:

Days from date of issue of LoA	Rate of penal charges to be submitted in form of DD / Bankers cheque (Non-refundable)
Up to 20 working days	Nil
21 <sup>st</sup> day to 25 <sup>th</sup> day	@ 0.1% flat of the approved license fee of first year as per LoA
26 <sup>th</sup> day to 31 <sup>st</sup> day	@ 0.2% flat of the approved license fee of first year as per LoA
32 <sup>nd</sup> day to 40 <sup>th</sup> day	@ 0.5% flat of the approved license fee of first year as per LoA

- xii. JMRC shall have the right to invoke and en-cash the amount of Security Deposits in whole or in part, without notice to the Bidder in the event of breach of this Agreement or for recovery of liquidated damages or penalties.
- xiii. JMRC shall reserve the right for deduction of JMRC dues from the Performance Security Deposit at any stage of agreement, i.e., currency/ completion/termination, against:
- Any amount imposed as penalty and adjustment for all losses/ damages suffered by JMRC for any non-conformity with the terms & condition of the agreement.
  - Any amount for which JMRC becomes liable to the Government/Third party due to any default by any employee / agent of the Bidder.
  - Any payment/ fine imposed under the order/judgment of any court/ consumer forum or law enforcing Bidder or any person working on behalf of the Bidder.
  - Any other outstanding JMRC's dues/ claims, which remain outstanding after completing the course of action as per this Lease Agreement.

- xiv. JMRC shall retain the right to withdraw the LoA in the event of the successful bidder's failure to accept the LoA within the limit specified. In that event, JMRC shall forfeit the Bid Security of the successful bidder. The bidder shall not seek any claim, compensation, damages or any other consideration whatsoever on this account.
- xv. In case of non-acceptance of LoA or non deposition of security deposit by the successful bidder, even after 15 days of issue of LoA and/ or non signing of agreement within permissible time, JMRC shall cancel the LoA and may award the contract to the bidder next in the ranking, at its discretion.
- xvi. After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the prescribed period. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. In the event that the Selected Applicant does not sign the Agreement by the stipulated date, the JMRC may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered or Risk and Cost action may be taken at its discretion.
- xvii. After signing of Contract Agreement, the JMRC shall issue NTP (Notice to Proceed), and the Agency shall commence the work within seven days of the issuance of thisNTP.
- xviii. JMRC may award LoA or issue NTP in phases/parts for different land parcels/spaces covered in this RFP.

## **2.9 CONFLICT OF INTEREST**

- i. The bidder shall not have a conflict of interest that may affect the Selection Process or the Work (the "Conflict of Interest"). Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the JMRC shall forfeit and appropriate the Bid Security and the Performance Security and may refund an amount after deduction of mutually agreed genuine pre-estimated compensation and damages payable to the JMRC for, inter alia, the time, cost and effort of the JMRC including consideration of such Applicant's Bid, without prejudice to any other right or remedy that may be available to the JMRC hereunder or otherwise.
- ii. The JMRC requires that the Agency provides professional, objective, and impartial advice and at all times hold the JMRC's interests paramount, avoid conflicts with other assignments or its own interests, and act without

any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the JMRC.

- iii. Without limiting the generality of the above, the bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a. the bidder or a Constituent thereof has common controlling shareholders or other ownership interest with another bidder or a Constituent thereof; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an bidder or a Constituent thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such bidder) in the other bidder is less than 5 per cent of the subscribed and paid up equity share capital thereof; or
  - b. a constituent of such bidder is also a constituent of another bidder; or
  - c. such bidder, or any constituent thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, or any constituent thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder or any constituent thereof; or
  - d. such bidder has the same legal representative for purposes of this Bid as any other bidder; or
  - e. such bidder, or any constituent thereof has a relationship with another bidder, or any constituent thereof, directly or through a common third party, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
  - f. Such bidder or any constituent thereof is in the business of property development or has share holding exceeding 5 per cent in any property development concern. However, for the purpose of this Clause, property development consultancy shall not be deemed to be "the business of property development" and a property development consultancy concern shall not be deemed to be a "property development concern."
- iv. In addition to this, the provisions of Rajasthan Transparency in Public Procurement Act, 2013 & Rules made thereunder, including but not limited to Rules 81, shall also be applicable; and the bidders must take cognizance of the same for due compliance.

### 3. TERMS OF REFERENCE (TOR)

#### 3.1 DETAILS OF AREA OF LAND / SPACES

- a) JMRC has land spaces at important business area locations and the details are as under:

S. No	Available land Parcel/space at	Area (m <sup>2</sup> ) (Approx.)
1.	Around stabling yard inside Mansarovar Metro Depot with Two level underground parking below stabling yard & Deck above stabling yard (Each of around 9390 Sqmtr.)	14070
2.	Land at Lalkothi transferred from Agriculture Marketing Board	19205
3.	Old PWD Chowki Dev Nagar Land	5000

JMRC proposes to develop these land parcels/spaces through public private partnership (PPP) on Design, Build, finance, operate & transfer (DBFOT) basis.

- b) The land around stabling yard inside mansarovar depot also has two level underground parking (each of 9390 m<sup>2</sup>) already constructed below this stabling yard. Further, the deck above stabling yard (around 9390 Sqmtr.) can also be used in intrgrated planning.

#### 3.2 SCOPE OF WORK

The Scope of Work services shall inter alia concern various activities with reference to the property development on the land spaces available at LalKothi Marketing Board Land, PWD Dev Nagar Chowki, and Mansarovar Metro Depot yard. However, the consultant may be required to include other necessary tasks, as may be needed for preparing detailed project structuring reports, covering all the aspects involved in the development of the project and its mode of implementation. The deliverables task are identified, as under:

##### 3.2.1 INCEPTION REPORT: [DELIVERABLE: INCEPTION REPORT]

The consultant will conduct reconnaissance surveys for each of the Land/space available and shall prepare inception report and accordingly submit the same to JMRC for approval. This survey shall include but not be limited to the physical inspection of the present condition of land/space available and examination of access parameters, development potential, development FSI with respect to applicable regulations, availability of water, power and other infrastructural elements, etc. for property



development. The consultant will deploy its team as per contract requirement and will submit details of team deployment & brief understanding of project after site visit reconnaissance survey and deliberations with JMRC team.

The inception report submitted to JMRC will be deliberated and comments of JMRC sent to consultant within next 15 days.

### **3.2.2 CONCEPT PLAN AND FEASIBILITY STUDY [DELIVERABLE: FEASIBILITY REPORT]**

The consultant shall prepare a Feasibility Report based upon the Market Demand Assessment, Detailed Survey and Investigation and Infrastructure Survey conducted by it, laying down various options for development at land spaces as under:

#### **i. Market Assessment**

- a) Developing a vision for the proposed facilities/components, keeping in view the location constraints and potential, as well as the possibility of new or existing niche markets and the demand potential.
- b) Identification of potential list of investors/developers/operators who would be willing to develop the proposed facilities/components.
- c) Benchmarking with reference to proposed facilities/components at similar National/International destinations.
- d) Review of current market scenario for various development options.

#### **ii. Detailed Survey and Investigation**

- a) Total survey and contour mapping of project areas
- b) Area calculations and measurements
- c) Index and location sketches
- d) Utility survey
- e) Site planning, study of landform and existing infrastructure taking into consideration interface with the existing development on the site/adjacent station.
- f) Preparation of base plan based on survey report, contour map and data collected including maps/drawings. Other necessary tasks to be performed in this regard shall include:
  - i. Collecting and updating existing survey details especially with reference to the land use map



- ii. Identifying and indicating existing roads, water bodies, ground levels and other geographical features
- iii. Identifying and indicating existing service lines including transmission lines, telephone lines, water supply lines, storm water drainage lines, gas and petroleum lines etc.
- iii. **Infrastructure Survey**
  - a) Identifying and enclosing the public and private agencies/ organisations that are responsible for providing vital infrastructure in the region such as
    - 1. **Power** : Survey of Power availability like the loads, number of receiving stations, sub-stations and corridors of the area and clearly laying down their physical locations on the plan.
    - 2. **Water, Sewerage and Solid Waste Disposal** : The Agency should examine provisions in the master plans for water, sewerage and solid waste disposal in the area and survey about their present status.
    - 3. **Telecom** : The Agency should assess telecom requirements for the proposed facilities/development and identify details of the service providers available in the vicinity.

The Agency shall co-ordinate with Government and private agencies as may be required for the above.

- b) Marketing survey and demand assessment for different types of proposed facilities / development.
- c) Study and recommendation of institutional mechanism for operation & maintenance of the Land area of JMRC metro station and integrating the same with project.

The comments of JMRC on inception report will be incorporated in the feasibility report. The feasibility report shall be submitted to JMRC along with a presentation explaining pros & cons of various options. JMRC will send its comments on feasibility report within 15 days

### 3.2.3 DETAILED PROJECT STRUCTURING (DELIVERABLE : DPSR)

#### i. **Conceptual Layout and Cost Estimation**

- a) Preparation of conceptual layouts (including indicative zoning plans of site utilization) of the proposed facilities / developments at the land

space taking into account its market potential and considering product mix and sizing with respect to following considerations (indicative, not limited to)

- (1) Topography
- (2) Available area for development
- (3) Accessibility
- (4) Location of components with respect to surrounding activities
- (5) On site infrastructure
- (6) Applicable Development Control Regulation / Building bylaws

**Note:**

- i. The conceptual layout should take into account formulation of a smooth inter face with the Metro Station so as to mutually benefit the proposed facility as well as the Metro System by enhancing ridership / footfalls.
  - ii. Further, all proposed layouts should be prepared taking into consideration applicable policies which have a direct implication on the property development.
- b) Provide preliminary estimates of the cost of proposed facilities / developments.
  - c) Provide preliminary estimates of the revenue projections of proposed facilities/developments.
  - d) Provide details of all taxes that would apply to the proposed facilities / developments.
  - e) Provide assessment of acceptable price of lease rentals by potential investors for proposed facilities / developments for each Land Parcel.
- ii. **Clearances and Approvals:**

The consultant shall

- a) Identify necessary approvals and clearances to be obtained for the proposed facilities / developments.
- b) Assist the Authority in identifying and preparing appropriate documentation to support any applications with regard to (a) above.

iii. **Financial Viability Analysis:**

The consultant shall

- a) Provide financial viability analysis (Internal Rate of Return, NPV) for the

proposed facilities / developments.

- b) Prepare risk management matrix with mitigation measures
- c) Undertake sensitivity analysis based on variations in key parameters including
  - (1) Variation in size/type and inclusion/exclusion of project components
  - (2) Occupancy, volumes and tariff for the facilities
  - (3) Changes in variable and fixed operating costs

iv. **Project Structuring**

For facilities / developments proposed for each Land Parcel, the consultant shall prepare a Business Plan including but not limited to the following:

- a) Anticipated Project Cash Out flow (capital expenditure and revenue expenditure)
- b) Anticipated Sources of Funds (capital, government grants, schemes, land sale / leasing, PPP, or any similar concept)
- c) Anticipated Revenue Projections
- d) Investment Plan and Phasing of development

Comments of JMRC on feasibility report, if any, shall be incorporated in the DSPR report. Consultant will also give a presentation on DPSR report to JMRC for each of land space.

**3.2.4 PREPARATION OF TERM SHEET [DELIVERABLE: TERM SHEET]**

- a. Based on the preliminary project structure and discussions with stakeholders term sheet will be prepared broadly outlining the project structure, broad scope of private sector developer, JMRC's obligations, performance standards, tariff/user charges, monitoring and supervision mechanism, bidder's qualification criteria (technical and financial capacity), bid criteria for selection of a private sector developer;
- b. Conduct preliminary scope discussions with potential private sector developers and get feedback on draft project structure;
- c. Finalize project structure/ term sheet in consultation with JMRC's officials;
- d. Norms/regulations of competent authorities wherever applicable e.g. provisions of Rajasthan Transparency in Public Procurement Act (RTPPA),

2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013, GF&AR rules of GoR will be taken into consideration while preparing the Term Sheet and the Bid Documents

### **3.2.5 PREPARATION OF RFP DOCUMENT: [DELIVERABLE: DRAFT RFP & FINAL RFP]**

The consultant, in consultation with JMRC shall:

- Plan various packages for floating of RFP.
- Prepare suitable eligibility criteria (financial and technical eligibility) based on the project requirements, and prevailing market condition.
- After approval of project structure/term sheet, prepare Request for Proposal (RFP) document comprising of (1) Project Information, (2) Scope of Work, (3) Information & Instructions to Bidders, (4) Terms & Condition and (5) Draft Agreement for each of land parcels.
- The RFP(s) shall also include rights and obligations of both parties, grant of authorization, authorization period, actions in support of authorization, condition precedents, representation and warranties, implementation framework, project inspection during construction period monitoring, mechanism during project operation duration, information and reporting requirement, force majeure events, events of default, liability & indemnification, insurance, dispute resolution mechanism, termination payments, transfer of assets on completion of project period etc.
- The Draft RFP(s) so prepared will be submitted to JMRC for approval. JMRC after deliberations with the consultant may suggest some changes in the RFP. Accordingly, the consultant shall submit final RFP documents for approval and issuance by JMRC.

### **3.2.6 BID PROCESS MANAGEMENT AND SELECTION OF DEVELOPER/ CONCESSIONAIRE**

- a) The consultant will assist JMRC in identifying prospective bidders and will send them RFP(s) so issued & invite them for pre-bid meeting. The consultant will give detailed presentation in pre-bid meeting(s) on behalf of JMRC.
- b) The consultant shall also assist JMRC in responding to the queries that may be raised during the pre-bid meeting(s) and prepare minutes along with addendum/corrigendum to the bid documents as required.

- c) The consultant shall assist JMRC in technical and financial evaluation of the bids so received in short listing and selection of property developer(s) based on evaluation criteria for implementation of the project.
- d) The consultant shall assist JMRC in the bid process in issuance of LOA(s) to the successful bidder(s).
- e) The consultant shall assist JMRC in formulating the Contract Agreement(s) consequent to the bid process and shall associate with and assist JMRC in signing of contract agreement(s) with the successful bidder(s).
- f) In case of failure of Bid process in first attempt, the transaction advisor will assist JMRC in floating Bid upto 2 more rounds (total 3 rounds) without any additional cost of JMRC and with or without any changes in RFP.

### **3.2.7 ASSISTANCE IN CONTRACT:**

The consultant will provide assistance to JMRC for execution of the contract post signing of agreement & monitor during development of project:

- a. To assist JMRC in approving of preliminary plans submitted by selected bidder and prepare Notice to Proceed (NTP);
- b. To monitor the compliances of contract provisions as per agreement and advise/report to JMRC whenever required, till the issue of occupancy certificate or till 6 months beyond completion of Project; whichever is earlier.
- c. To assist JMRC in fulfilling statutory requirement, if any.
- d. To provide monthly progress report to JMRC.
- e. While the team leader and experts will be visiting Jaipur as per requirement, both the associates will be stationed in Jaipur till signing of last concession agreement against this project. Beyond that & till the balance period of contract, atleast one of the associate will remain stationed in Jaipur to be associated with this project.

### **3.2.8 CONSULTATION WITH JMRC**

- a. JMRC will provide all information/data/details as may be required for preparation of feasibility report, term sheet, RFP document, etc.
- b. JMRC will arrange and facilitate meetings of consultant team with official and other stakeholders as may be required.

- c. At every stage of activity identified above, JMRC may seek presentation from the consultant, call them for deliberation and may suggest some changes or provide feedback to the consultant.
- d. Consultant shall professionally advise JMRC on the suggestions/feedback and accordingly incorporate the same in the planning, next stage of deliberations and final RFP, as the case may be.

### **3.2.9 OTHER TERMS & CONDITIONS:**

- a. The consultant will prepare separate reports/deliverables for each of land space(s) except for inception report, which will be prepared common for all land spaces mentioned in the Letter of award. Separate RFPs shall be floated for individual land spaces
- b. JMRC may remove any of the land space from the scope of consultancy as per its requirement at the time of award of contract. JMRC may also reduce area of any of land space. In such case, the applicable consultancy fees shall accordingly be revised proportionately & shall be released for respective land space.
- c. JMRC will not pay any additional fees to the consultant in case RFP is to be re-floated upto next 2 rounds, due to failure of process in previous rounds. The consultant shall provide assistance to JMRC in Review of RFP, ToR and Bid process management for subsequent round of RFP process without any additional cost to JMRC.
- d. In case the consultant do not have an already functioning office at Jaipur, the consultant will establish its office at its own expense & intimate to JMRC before signing of agreement. The office will remain working in Jaipur till signing of last concession agreement against this Project.
- e. JMRC will arrange/ provide meeting space during meetings / presentations to be held in JMRC.

### **3.2.10 COORDINATION**

The Agency shall nominate a lead Consultant who shall be the single contact point for the JMRC for all matters related to the implementation of this Work. From the side of the JMRC, the following shall be the single contact point for the Agency for all matters related to coordination between the JMRC and the Agency with respect to implementation of this Work:

**Executive Director (Corporate Affairs)**

Jaipur Metro Rail Corporation Limited,  
2<sup>nd</sup> Floor, Wing-A, Admin Building  
Metro Depot, Bhargu path Mansarovar, Jaipur –302020

**3.3 TIMELINES AND DELIVERABLES**

The Agency shall follow the time schedule as under:

S. N.	Deliverable	Time duration (in days)
1.	Inception Report	30 days from Notice to Proceed (NTP)
2.	Feasibility Report including product mix and sizing, Market assessment, detailed survey and investigations & infrastructure gap assessment	60 days from date of issue of comments by JMRC on inception report or 90 days from the date of acknowledgement of inception report by JMRC; whichever is later.
3.	Suggestive development plan & its financial viability assessment along with DPSR	30 days from approval/ comments from JMRC on feasibility report.
4.	Preparation of Term Sheet	15 days after approval/ comments from JMRC on DPSR
5.	Draft RFP document	30 days from approval of Term Sheet
6.	Final RFP document	07 working days from receipt of comments on the Draft RFP/RFQ by JMRC
7.	Submission of Bid Evaluation Report (Technical & Financial)	07 days after opening of Bid(s) (Technical /financial).
8.	Assistance to JMRC with regard to signing of Contract(s) with the successful bidder(s) & issue of Notice to Proceed (NTP)	Till signing of Contract/ concession Agreement (s) & issue of Notice to Proceed.
9.	Assistance to JMRC in monitoring contract compliance	Till obtaining of occupancy certificate by the concessionaire/ developer or six months beyond completion of project; whichever is earlier.



**Note :** While the milestones for Serial No. 1 above will be combined for all land sapces, the mile stones for subsequent deliverables shall be dealt separately for each package/land space. The consultant shall certify that project has been completed in all respect.

### 3.4 DURATION & VALIDITY OF CONTRACT

The contract shall begin immediately after signing the contract agreement. The duration of contract shall initially be for 3 years which shall be extended by JMRC upto six months beyond the scheduled period of occupancy certificate defined in the last concession agreement. The Performance Bank Guarantee (PBG) shall accordingly be extended by the bidder upto the duration of 9 month beyond the scheduled date of occupancy certificate as defined in the last concession agreement. The contract shall further be extended upto completion of last project, as required alongwith extension of PBG.

### 3.5 EXTENSION OF TIME

- a. The Agency shall adhere to the time schedule given above. However, JMRC reserves the right to extend and/or change the time schedule on reasonable grounds.
- b. 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 JMRC's account, JMRC 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, JMRC 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).
- c. **Extension of time due to delay on JMRC's account:** If the progress of work is delayed at any time due to act or omission by JMRC, then the Agency shall immediately give notice thereof in writing to JMRC indicating



the period for which the work is likely to be delayed, and shall be bound to ask for necessary extension of time. JMRC 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 payable 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.

### **3.6 LIQUIDATED DAMAGES**

- a. Liquidated Damages for delay – In case of delay in execution of work as per the specified time schedule (Clause 3.3), liquidated damages not exceeding an amount equal to 1% of the total payable amount (i.e. the entire actual payable amount in respect of the particular land space with regard to which the delay has occurred), for each week of delay or part thereof shall be recovered from the Agency unless prior extension of time has been granted by the JMRC under Clause 3.4(c) above.
- b. Total Liquidated Damages – The total liquidated damages 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 space with regard to which the delay has occurred).

### 3.7 PROFESSIONAL FEE [Project Development Fee]

#### 3.7.1 FIXED FEE:

Consultancy fees shall be paid for all activities related to survey & bid process management. The payment of consultancy fee shall be made as under:

S. No	Mile stones / deliverables	Percentage of consultancy Fee Payable to the Consultant for respective land space
1.	Submission of Inception Report	10%
2.	Submission of Feasibility Report	20%
3.	Detailed Project Structuring Report DSPR	10%
4.	Submission of Term Sheet and draft RFP	10%
5.	Submission of Final RFP Document(s)	10%
6.	Submission of Technical Bid Evaluation Report	10%
7.	Submission of financial evaluation report.	10%
8.	Issuance of Letter of Acceptance (LoA) to Selected Developer/concessionaire & signing of agreement	10%
9.	Contract compliance monitoring (to be paid in 3 equal instalments on completion of 25%, 75% & 100% of project)	10%
10.	Success fee (to be paid by the successful bidder)	As per clause 3.7.2 of this RFP.

**Note:**

- (i) In case of non-occurrence of events at sr. no. 7 and/or 8 and or 9, no payment on respective part onwards shall be released by JMRC for Project Development fee.
- (ii) Consultant will certify percentage of completion of project during contract compliance monitoring.

#### 3.7.2 SUCCESS FEE

The Agency/ Consultant shall be eligible for receipt of “success fee” @1.5% of the Net Present Value (NPV) of total receivable to JMRC during concession period (i.e., 1.5% of the upfront lease Premiums (if any) + 1.5% of NPV of lease amount (excluding GST) receivable by JMRC during concession period).

The discounting rate for calculating NPV shall be @ 15%. Only Initial period of agreement between the concessionaire & JMRC shall be taken into account for calculation of NPV & any extendable period shall be ignored. GST shall be payable extra, as applicable.

The Success Fee will be payable to the Agency/Consultant by the selected concessionaire in 4 equal installments as per following:

Installment No.	Event of Payment	Remarks
(1)	At the time of acceptance of LoA, before signing of concession agreement.	–
(2)	After first quarter of total construction period defined in concession agreement (Date of NTP to Date of Occupancy Certificate) or after completion of 25% of Project, whichever is later.	Consultant will certify that 25% Project has been completed.
(3)	After 3 <sup>rd</sup> quarter of total construction period defined in concession agreement or after completion of 75% of Project, whichever is later.	Consultant will certify that 75% of Project has been completed.
(4)	At the end of construction period defined in concession agreement or after completion of Project.	Consultant will certify that Project has been completed in all respect.

Such provision has to be made in the RFP/Concession agreement to be prepared by the consultant.

### 3.8 APPROVALS AND PROGRESS REPORTS

The Agency shall apprise the JMRC 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.

### 3.9 TERMINATION OF CONTRACT AGREEMENT

- a) JMRC reserves the right to terminate the contract at any time should, in JMRC'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 JMRC of such termination and the reasons thereof shall be conclusive evidence of termination.

- b) The JMRC 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 3.3) to the satisfaction of the JMRC. This is without prejudice to any penal action against the Agency which the JMRC may initiate under Clause 3.10.
- c) If any change/addition/deletion is made by the bidder in the RFP document and if the same is detected at any stage even after the award of the Contract, full Earnest Money Deposit/Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the selected agency.
- d) The bidder will be bound by the details furnished by it to JMRC while submitting the Bid or at any subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of contract making it liable for legal action besides immediate termination of contract.
- e) In the event that the Selected Applicant does not commence the Work by the stipulated date, the JMRC may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered or Risk and Cost action may be taken at its discretion. In such an event, the LOA or the Agreement, as the case may be, may be terminated.
- f) If the successful bidder is found to be in any conflict of interest during any stage of the contract, JMRC shall retain the right to terminate the contract to forfeit full of its deposits and also to initiate legal action.

### **3.10 RISK & COST**

In the event of the Selected Applicant not signing the Contract Agreement in the time specified for the purpose in this RFP, or the Agency not commencing the Work within the specified time or JMRC terminating the contract in whole or in part as mentioned in Clause 3.9, the Work may be arranged by JMRC on such terms and in such manner as deemed

appropriate and the Agency shall be liable to JMRC for any cost incurred on such Work by JMRC in excess of the cost as per the LOA.

### **3.11 PENALTY FOR FAILURE TO EXECUTE THE WORK AS PER CONTRACT AGREEMENT**

- a) Irrespective of recovery of liquidated damages not amounting to penalty, warning may be issued to the Agency for deficiencies on its part. In case of significant deficiencies in execution of Work, other penal action as found reasonable by the JMRC, including debarring for a specified period may also be initiated as per RTPPR (Rajasthan Transparency & Public Procurement Rules), as amended from time to time.
- b) Non essential replacement of key personnel by the Agency will attract penalty of Rs. 10,000/-, in each case.

### **3.12 FORCE MAJEURE**

- a) In the event that either or both the Agency or the JMRC is / are prevented from discharging its/their obligation(s) under the contract by reason of one or more of events such as restraint(s) of people by Government, blockade(s), revolution(s) insurrection(s), mobilization(s), strike(s), lock-out(s), civil commotion(s), riot(s), accident(s), war(s), act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties, the time of the delivery shall be extended by the period equal to the period of delay/constraints occasioned by one or more of the aforesaid Force-Majeure conditions.
- b) On the occurrence of any of the above Force-Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within fifteen days of Force-Majeure stating therein (i) the date of occurrence(s) of Force-Majeure disability, (ii) nature of such Force-Majeure disability.
- c) In the event of the Force-Majeure condition(s), either party shall have the option to terminate the contract with a notice atleast 15 days to other party for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, the JMRC shall not be liable to pay to the Agency, any compensation towards financial implications arising due to Force Majeure.

### **3.13 ARBITRATION**

- i. In the event of dispute or difference arising between JMRC and the consultant out of or in relation to this Agreement and so notified in writing by either Party to the other (the "Dispute"), the same shall be

discussed in the first instance between the representatives of the consultant and representatives of JMRC.

- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorized signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the sole arbitrator in consultation with the Agency. However, failing to any agreement on the appointment of sole arbitrator, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding arbitrator. The decision of arbitrator(s) shall be final & binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. The provisions of the Arbitration and Conciliation Act, 1996 shall apply and the language of arbitration shall be English.
- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.
- iv. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the JMRC and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

### 3.14 FRAUD AND CORRUPT PRACTICES

- i. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the JMRC shall reject a Bid without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively **“Prohibited Practices”**) in the Selection Process. In such an event, the JMRC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security and the Performance Security, and may refund the amount after deduction, mutually agreed genuine pre-estimated compensation and damages

payable to the JMRC for, inter alia, time, cost and effort of the JMRC, in regard to the RFP, including consideration and evaluation of such Applicant's Bid.

- ii. Without prejudice to the rights of JMRC hereinabove and the rights and remedies which the JMRC may have under the LOA or the Agreement, if the Applicant or Agency, as the case may be, is found by the JMRC to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practice (as defined above) during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the JMRC during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the JMRC to have directly or through an agent, engaged or indulged in any such Prohibited Practice.
- iii. For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process for this RFP;
  - b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process for this RFP;
  - c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process for this RFP;
  - d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the JMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process for this RFP; or (ii) having a Conflict of Interest; and
  - e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process for this RFP.



**ANNEXURE - I****CHECK LIST****PART-A: TECHNICAL BID**

SN	Technical proposal will contain the following documents :	Enclosed
1.	This Check List, duly ticked & signed. (Annexure-I)	Yes/No
2.	Covering letter along with Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP), GCC , duly filled & signed (Annexure-II)	Yes/No
3.	All pages of RFP Document with corrigendum, addendum if any, duly signed and sealed by the Authorised Signatory of the bidder Organisation on each page.	Yes/No
4.	Power of Attorney or Board Resolution for signing the Bid (Annexure-III) as applicable.	Yes/No
5.	Information about bidder (Annexure-IV) duly filled and signed.	Yes/No
6.	Information about financial & managerial capacity of applicant duly filled and signed by authorised signatory (Annexure-V) enclosing supporting documents.	Yes/No
7.	Statement Giving Details of Technical capacity of the bidder duly filled & enclosing required supporting documents (Annexure-VI)	Yes/No
8.	Curriculum Vitae of the Consultants / Experts in the format Annexure-VII	Yes/No
9.	Approach & methodology to be adopted by the bidder for execution of consultancy project (Annexure-VIII)	Yes/No
10.	Scanned copy of Bid Security in prescribed form of DD /BC or Bank guarantee (Annexure-X) or Annexure-X (1) duly filled & signed, as applicable	Yes/No
11.	Format of Bank Guarantee for Performance Security Deposit, duly signed (Annexure-XI) or format as per Annexure-XI (1) duly filled & signed, as applicable	Yes/No
12.	Format of agreement duly signed on each page (Annexure-XII)	Yes/No
13.	Registration Certificate of firm / Partnership deed / Certificate of incorporation etc. as per eligibility requirement prescribed	Yes/No
14.	Articles of Association & Memorandum of Association (If applicable)	Yes/No



SN	Technical proposal will contain the following documents :	Enclosed
15.	Copy of Income Tax Registration (PAN)	Yes/No
16.	Copy of GST Registration	Yes/No
17.	Scanned copy of Bid Document Cost, E-tender fee, in prescribed form	Yes/No
<b>Part B : Financial Bid</b>		
18.	Financial bid is to be uploaded in soft copy on e-proc portal (Annexure-IX)	Yes/No

**ANNEXURE – II**

**COVERING LETTER FORMAT**

(On Bidder's Letterhead, as part of Technical Bid)

**To,**

**Dated**

Executive Director (Corp. Affairs)  
Jaipur Metro Rail Corporation Limited,  
2<sup>nd</sup> Floor, Wing-A, Admin Building,  
Metro Depot, Bhrigu Path, Mansarovar, Jaipur- 302020

**Sub :** RFP for Selection of Consultant/ Transaction Advisor for Project Structuring and Bid Process Management for Leasing of JMRC Land Spaces .

**Ref :** RFP No. F.1(4)/JMRC/DCA/Revenue/PD/2013-14/Part-2/14 dated 19.09.2019

Dear Sir,

1. With reference to your RFP Document No. F.1(4)/JMRC/DCA /Revenue/PD/2013-14/Part-2/ dated 19.09.2019, I/we, having examined the RFP document & all relevant documents including GCC document as available on JMRC website i.e. <http://transport.rajasthan.gov.in/jmrc> and understood their contents, hereby submit our Bid for **Selection of Consultant/ Transaction Advisor for Project Structuring and Bid Process Management for Leasing of JMRC Land Spaces**. The Bid is unconditional and unqualified.
2. I/We acknowledge the right of the JMRC to reject my/our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
3. I/We certify that during the last three FYs (i.e., 2016-17, 2017-18 & 2018-19) and till last date of bid submission in current FY, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled or debarred from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on my/our part.
4. I/We agree to keep this offer valid for 90 (Ninety) days from the BDD specified in the RFP.
5. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information

provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Work.

6. The Financial Bid is being uploaded in Excel file in specified format separately cover. This Technical Bid (including the duly signed RFP document) read with the Financial Bid shall constitute the Bid, which shall be binding on us.
7. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

I/ we submit this Bid under and in accordance with the terms of the RFP document.

**Yours faithfully,**

**Date:**

(Signature, name and designation of the Authorised Signatory)

**Place:**

Name and seal of the Bidder

**ANNEXURE-III**

**STANDARD FORMAT FOR POWER OF ATTORNEY FOR SIGNING THE BID**

(On Non - judicial stamp paper of amount as per Govt. of Rajasthan rules)

**POWER OF ATTORNEY FOR SIGNING THE BID**

Know all men by these presents, we, .....(name of Firm and address of the office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/ daughter/ spouse of Shri/Smt. .... and presently residing at ....., who is presently employed with/ retained by us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the **“Authorised Representative”**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and selection as the Agency for **RFP for Selection of Consultant/ Transaction Advisor for Project Structuring and Bid Process Management for Leasing of JMRC Land Spaces**, proposed to be developed by Jaipur Metro Rail Corporation Limited (JMRC) including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-Bid meeting and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with the JMRC.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorised Representative 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 ....., 20\*\*

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....  
(Signature, name, designation and address of the Attorney)

**Notes:**

- a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- b) Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- c) Alternatively, a Board Resolution authorising the Signatory to sign the bid on behalf of the company can also be submitted.
- d) Any change in the authorised representative shall immediately be notified.

**ANNEXURE-IV****INFORMATION ABOUT BIDDER**

1	Name of Bidder	
2	Ownership	
3	Contact Address	
4	Name of the authorised Contact Person	
5	Contact Number	
6	Email Address	
7	Date and Year of Incorporation	
8	Number of years of experience in consultancy services in India	
9	Number of permanent employees	
10	Any other important information about the organization	

**Note:**

The following documents needs to be attached with this Exhibit:

1. In case of a Partnership Firm, notarized copy of the Registered Partnership Deed
2. In case of Sole Proprietorship, a proof of GST Registration number/ PAN/TAN
3. In case of Limited Company, a certified copy of the Memorandum and Articles of Association and Certificate of Incorporation.

**Undertaking**

I/We hereby certify that our organisation/firm has neither been black listed or debarred for any period nor our contracts have been terminated /foreclosed due to non-fulfilment of contractual obligations by any company /Govt. departments/ Public Sector organisation during last three financial years ending 31/03/2019 and during current financial year till date of bid submission.

**Date**

Signature of Applicant

**Place**

Name &amp; Seal of Authorised Representative

**ANNEXURE-V****STATEMENT OF MANAGERIAL & FINANCIAL CAPACITY**

1. Date of incorporation : \_\_\_\_\_
2. Date of commencement of operations in India : \_\_\_\_\_
3. Details of annual receipt of consultancy fees turnover :

S .No.	Financial Year	Annual Revenue from Advisory or Consultancy Services
1	Year 2016-17	
2	Year 2017-18	
3	Year 2018-19	
Average consultancy fee for above three Financial Years		

4. Details of consultants/ experts :

S. No.	Designation of Key Personnel	Name	Qualification	Length of experience	Present Employee		No. of eligible assignments
					Name of firm	Employed Since	
(i)	PPP Expert						
(ii)	Real Estate / Infrastructure Expert						
(iii)	Finance Analyst						
(iv)	Architect/urban planner						
(v)	Legal Expert						
(vi)	Associate (1)						
(vii)	Associate (2)						



- Note:** 1. Supporting documents for above are to be attached  
2. The certificate for Annual Average Consultancy fees for last 3 financial year is to be given by statutory Auditor or a professional Chartered Accountant on its letter head.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory (bidder)

**ANNEXURE-VI****INFORMATION FOR TECHNICAL COMPETANCY**

1. Details of consultancy projects in hand or completed during last 7 years:

S. No.	Name of Project	Client Name	Project Cost	Project Status (Ongoing/ Completed )

2. Details of completed project in last 5 years related to Real estate /land development or PPP consultancy services out of above:

S. No.	Name of Project	Client Name	Cumulative area	Project Completed

3. Details of completed project related to Airport, Indian Railway, Metro Rail Corporation, State transport corporation for Govt. Organisations with project value:

S. No.	Name of Project	Client Name	Project Cost	Project Completed

**Note:**

1. In support of the information, self attested copy of completion certificates/ copy of work order shall be submitted by the Applicants.
2. The specific details of the nature of works (consultancy provided for) must be given.

**ANNEXURE-VII**

**FORMAT OF CURRICULUM VITAE (CV)**

(For the consultant/expert as per Annexure-V (4))

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

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

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

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

Date of Birth: \_\_\_\_\_

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

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

Key Qualifications:

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

\_\_\_\_\_

Education:

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

---

Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience details, kindly provide types of activities performed and client references, where appropriate. Use about two pages.]*

---

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member and authorized representative of the Firm]*  
*Day/Month/Year*

Full name of staff member : \_\_\_\_\_

Full name of authorized representative : \_\_\_\_\_

## **ANNEXURE-VIII**

### **APPROACH AND METHODOLOGY**

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

**Note:**

- i. Marks will be deducted for writing lengthy and out of context responses.
- ii. JMRC may seek presentation on Approach & Methodology before awarding marks

## ANNEXURE-IX

## FORMAT OF FINANCIAL BID / BOQ

Validate		Print		Help		<u>Item Rate BoQ</u>	
Tender Inviting Authority: Managing Director, JMRC							
Name of Work: Selection of Consultant / Transaction Advisor for Project Structuring and Bid Process Management for Leasing of JMRC land spaces							
Contract No: No. F.1(4)/JMRC/DCA/Revenue/PD/2013-14/part-2/				Date _____.09.2019			
Name of the Bidder/ Bidding Firm/ Company :							
<b>PRICE SCHEDULE</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/ Details	Quantity	Units	Lumpsum RATE with inclusive of all Taxes except GST in Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT with inclusive of all Taxes except GST in Rs. P	TOTAL AMOUNT In Words	
1	2	3	4	5	6	7	
1	Consultancy Services for the						
1.01	Land Around stabling yard inside Mansarovar Metro Depot alongwith underground parking (14070 Sqmtr.)	1.000	Nos		0.00	INR Zero Only	
1.02	Land transferred from Lalkothi Marketing Board (19205 Sqmtr.)	1.000	Nos		0.00	INR Zero Only	
1.03	Old PWD Chowki Dev Nagar, Tonk Road Land (5000 Sqmtr.)	1.000	Nos		0.00	INR Zero Only	
Total in Figures					0.00	INR Zero Only	
Quoted Rate in Words			INR Zero Only				

## Terms and Conditions:

1. The Project Development Fee quoted above is/are after taking into consideration all the terms and conditions stated in the RFP and all the conditions that may affect the bid.
2. GST shall be extra, as applicable.
3. Success fees shall be payable extra on success of respective tenders/RFP as per the provisions of this RFP [Clause 3.7.2].

Date  
Place

Signature  
Name  
Designation  
Seal of Authorised Signatory

**Note:** This sheet is to be signed blank and no rate should be quoted here. The rates are to be quoted in downloaded BOQ sheet (soft copy) only. The bid will be summarily rejected in case rates are disclosed in technical bid.

**ANNEXURE-X**

**FORMAT OF BANK GUARANTEE FOR BID SECURITY**

**(Refer to clause 2.6)**

**(To be submitted by the bidder along with technical bid)**

To,

Managing Director,  
Jaipur Metro Rail Corporation Limited (JMRCL),  
2<sup>nd</sup> Floor, Admin Building, Metro Depot,  
Bhrigu Path, Mansarovar, Jaipur-302020 (Raj).

Sir,

In accordance with your RFP for **“Selection of Consultant/ Transaction Advisor for Project Structuring and Bid Process Management for Leasing of JMRC Land Spaces** (RFP No. F.1(4)/JMRC/DCA/Revenue/2013-14/Part-2/14 Dated: 19.09.2019) M/s. .... (Name & full address of the firm) (herein after called the “bidder”) intends to submit a Bank Guarantee to participate in the said tender as mentioned in the RFP document.

It is a condition in the RFP document that the bidder has to deposit Earnest Money amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in respect to the tender, with Jaipur Metro Rail Corporation, Jaipur (hereinafter referred to as “JMRC”) by a Bank Guarantee from a Scheduled Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity date (i.e. 210 days from the last date of bid submission). It may be extended if required in concurrence with the bid validity.

And whereas the bidder desires to furnish a Bank Guarantee for a sum Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the JMRC as earnest money deposit.

And whereas the bidder has approached the .....  
(Bank) for such purpose.

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at ..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.



3. We, the aforesaid bank, further agree that the JMRC shall be the sole judge of as to whether the bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC on account thereof to the extent of the Earnest Money required to be deposited by the bidder in respect of the said RFP Document and the decision of the JMRC that the bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the JMRC to recover the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. .... (bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and our guarantee shall remain in force till 30 days of the bid validity period i.e. 210 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee

shall be forfeited and we shall be relieved and discharged from all liability there under.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Law in India at Jaipur, for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Place: .....

Date: .....

(Signature of the Bank Officer)  
Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers: .....

Fax numbers: .....

**Note:**

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. The stamp papers of appropriate value shall be purchased in the name of the Bidder.
3. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

Director Corporate Affairs  
Jaipur Metro Rail Corporation Ltd.  
2<sup>nd</sup> Floor, A-Wing, Admin Building,  
Bhrigu Path, Mansarovar, Jaipur-302020.

**ANNEXURE-X (1)**

**FORMAT OF BID SECURING DECLARATION**

**(To be submitted by State Government/ Central Government  
Organisation, Societies, undertakings & PSUs)**

To,

Managing Director,  
Jaipur Metro Rail Corporation,  
JAIPUR

Ref.: RFP No. F.1(4)/JMRC/DCA/Revenue/PD/2013-14/Part-2/14 Dated:  
19.09.2019

We, the undersigned, declare that:

Our organisation is a State Government/ Central Government owned controlled company/ society/ undertaking/ PSU/ department.

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with JMRC for the period of time of up to 3 years starting on the date that we receive a notification from JMRC that our Bid Securing Declaration is executed, if we are in breach of our obligation(s) under the RFP conditions, in case we:

- (a) withdraws or modifies the bid after opening of bid & during the period of bid validity; or
- (b) don't execute the bid after issue of LoA; or
- (c) don't deposit the performance security in specified period after issue of LoA; or
- (d) violate any other condition which leads to forfeiture of bid security as mentioned in RFP.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of

the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

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

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

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

Duly authorized to sign the bid for and on behalf of M/s. \_\_\_\_\_

Date on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Seal of the Firm \_\_\_\_\_

**ANNEXURE-XI**

**FORMAT OF BANK GUARANTEE**

**(For Performance Security Deposit if provided in the form of BG)**

**To**

Managing Director,  
Jaipur Metro Rail Corporation Limited (JMRCL),  
2<sup>nd</sup> Floor, Admin Building, Metro Depot,  
Bhrigu Path, Mansarovar, Jaipur-302020 (Raj).

1. In consideration of \_\_\_\_\_, Jaipur Metro Rail Corporation Limited (JMRCL) (hereinafter referred as the “JMRC”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_, having its office at \_\_\_\_\_ (hereinafter referred as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the JMRC’s Agreement no. \_\_\_\_\_ dated \_\_\_\_\_ valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), (hereinafter referred to as the “Agreement”) a consultancy services for **Selection of Consultant/ Transaction Advisor for Project Structuring and Bid Process Management for Leasing of JMRC Land Spaces**, and the Agency having agreed to furnish a Bank Guarantee amounting to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) to the JMRC for performance of the said Agreement.
2. We, \_\_\_\_\_ (hereinafter referred to as the “Bank”) at the request of the Agency do hereby undertake to pay to the JMRC an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by the JMRC by reason of any breach by the said Agency of any of the terms or conditions contained in the said Agreement.
3. We, \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the JMRC stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the JMRC by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by

reason of the Agency's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

4. We, ..... (indicate the name of Bank) undertake to pay to the JMRC any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.
5. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the JMRC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the JMRC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the validity date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
6. We, ..... (indicate the name of Bank) further agree with the JMRC that the JMRC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the JMRC against the said Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of the JMRC or any indulgence by the JMRC to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency(ies).

8. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the JMRC in writing.
9. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. ..... crores (Rupees ..... crores) only. The Bank shall be liable to pay the said amount or any part thereof only if the JMRC serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before \_\_\_\_\_. [42 months from the date of issuance of PBG]

Dated, the ..... day of ..... 20

For .....

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

**NOTES:**

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



**ANNEXURE-XI (1)**

**FORMAT OF PERFORMANCE SECURITY DECLARATION**

**The Managing Director,  
Jaipur Metro Rail Corporation,  
JAIPUR.**

Ref.: (1) RFP No. F.1(4)/JMRC/DCA/Revenue/2013-14/Part-2/14

Dated: 19.09.2019

(2) LoA No. : \_\_\_\_\_

We, the undersigned, declare that:

We are a company/deparment/organisation/PSU/Society/undertaking owned/controlled or managed by Central / State Government and eligible for exemption of Performance Security in lieu of this Performance Security Declaration.

We understand that, according to your conditions, the acceptance of Letter of Award (LoA) must be supported by a Performance Securing Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract.

We accept that we will automatically be suspended from being eligible for bidding in any contract with JMRC for the period of time of 5 years starting on the date that we receive a notification from you that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract, referred above.

We understand this Performance Security Declaration shall expire after 120 days of completion of our all obligations under the Contract including warranty/guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

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

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

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

Name of bidding organisations: \_\_\_\_\_

Date :-

**ANNEXURE-XII**

**FORMAT OF AGREEMENT**

THIS AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_ two thousand \_\_\_\_ between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its registered corporate office at Admin Building, Bhriku Path, Metro Depot, Mansarovar Jaipur-302020, hereinafter called the “**JMRC**” of the one part, represented by \_\_\_\_ (name and designation of representing officer), JMRC, Jaipur, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignors.)

**And**

\_\_\_\_ (Name of the successful bidder) represented by \_\_\_\_ (name and designation of representing officer) of the other part, hereinafter called the “**Consultant**” (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignors.)

WHEREAS the JMRC is desirous to engage a Consultant/ Transaction Advisor for Project Structuring and Bid Process Management for Leasing of JMRC land spaces at Jaipur (Rajasthan), on the terms & conditions mentioned hereunder and as mentioned in the RFP No. F.1(4)/ JMRC/DCA/Revenue/2013-14/Part-2/14 Dated : 19.09.2019 and subsequent revision/ amendment, if any, and has approached the Consultant for the purpose;

AND WHEREAS the JMRC is agreeable to appoint the consultant/ transaction advisor for that purpose;

NOW, THEREFORE, this indenture witnessed:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
  - (i) Work order/ Notice to Proceed (NTP).
  - (ii) The Letter of Award (LOA) issued by the Corporation in favour of the Consultant.
  - (iii) Addendum and/or Corrigendum or revision of the RFP Document, if issued by the Corporation.
  - (iv) The RFP Document in its entirety along with all its Annexures, Appendices, etc.

- (v) General Condition of Contract of JMRC as available on JMRC website.

In case of any conflict in the interpretation, the provision of documents shall prevail in the order or their place in the list above.

2. The selected Bidder shall be responsible for providing project structuring and bid process management services for leasing of JMRC land spaces at Jaipur (Rajasthan) as per the Term of Reference (ToR) mentioned in this RFP document and in accordance with the provision of the agreement signed between JMRC and the selected Bidder.
3. The selected Bidder shall ensure that all deliverables submitted to JMRC within the timelines as mentioned in this RFP document. Selected Bidder shall be subjected to liquidate damages mentioned in this RFP for the delays caused in submission of deliverables.
4. JMRC shall make payment to the selected Bidder as per the payment scheduled mentioned in this RFP document. Success fee shall be paid to the consultant by the selected concessionaire as per provisions of this RFP. GST and any other taxes, as applicable shall be payable extra to the Selected Bidder as per the prevailing rate and rules. All payments to the Selected Bidder shall be subjected to deduction of Tax Deducted at Source (TDS) and any other applicable taxes.
5. That the Consultant has deposited Performance Security, amounting Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee/ pledged FD vide No. \_\_\_\_\_ Dated \_\_\_\_\_ in favour of Jaipur Metro Rail Corporation, Jaipur.
6. This contract shall be valid initially for a period of 03 years from the date of signing the agreement, which may be further extended as per provisions of this RFP document, by JMRC, as per the prevailing situations and requirement. The consultant will accordingly extend the Performance Security Deposit as per provisions of this RFP.
7. JMRC may terminate this agreement by a written notice of not less than 30 days. Further termination provisions & procedures shall follow the relevant clause of this RFP, which shall be final in this regard.
8. Any dispute arising out of or in connection with this agreement (including a dispute regarding the existence, validity or termination of this Agreement) shall be exclusively fall under the court of law having seat in Jaipur only.

9. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996, which Rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of arbitration shall be Jaipur (Rajasthan). Selection of Arbitrator shall be done as per provisions of this RFP.
10. That in the event of the Consultant committing any breach of the terms & conditions of this RFP or agreement executed in pursuance to this RFP, JMRC shall, without prejudice to other rights and remedies, be entitled to forfeit the Security Deposit or any part thereof. In such an event the Consultant shall pay in the same manner as stated above such additional sum immediately as he may be called upon by JMRC to pay, so that the Security Deposit shall at all times during the continuance of this agreement, be for the same amount. On the expiration or earlier termination / of the Agreement, the JMRC shall return the Security Deposit, to the Consultant, without interest.
11. That the Consultant shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject Lease.
12. That the JMRC shall not be responsible for any loss or damage caused to the Consultant on any accounts whatsoever.
13. The RFP document issued by JMRC and submitted by selected Bidder along with its Bid shall form essential part of this Agreement.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

Authorised Signatory  
For Jaipur Metro Rail Corporation Ltd.

Authorised Signatory  
For \_\_\_\_\_(Consultant )

Witness:

**a)** Name and Address

**b)** Name and Address

**Note:** This agreement should be executed on non-judicial stamped paper, stamped in accordance with the stamp act of GoR.