

Price: Rs.2360
(Incl. GST)

**Selection of Consultant / Transaction Advisor for Project Structuring and
Bid Process Management for Leasing of Retail Space at Metro Stations
(Category-B)**

REQUEST FOR PROPOSAL
[Single Stage Two Bid]



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

(A Govt. of Rajasthan Undertaking)

Corporate Affairs Directorate

2nd Floor, Admin. Building, Metro Rail Depot,

Bhriгу Path, Mansarovar, Jaipur (Rajasthan)-302020

Website: www.jaipurmetrorail.in, transport.rajasthan.gov.in/jmrc

CIN: U60221RJ2010SGC030630

TABLE OF CONTENTS

DISCLAIMER	4
1 NOTICE INVITING BIDS	5
1.1 INTRODUCTION	5
1.2 SCHEDULE OF BIDDING PROCESS	6
1.3 ELIGIBILITY CRITERIA	7
1.4 SALE / DOWNLOAD OF RFP	8
2 INSTRUCTIONS TO BIDDERS.....	9
2.1 GENERAL INSTRUCTIONS.....	9
2.2 DUE DILIGENCE BY BIDDER.....	11
2.3 PRE-BID CONFERENCE.....	12
2.4 CLARIFICATION / AMENDMENT / ADDENDUM	12
2.5 DETAILS OF AVAILABLE COMMERCIAL SPACE	13
2.6 COST OF BID DOCUMENT (TENDER FEE) AND E-TENDER PROCESSING FEE	13
2.7 BID SECURITY / EARNEST MONEY DEPOSIT (EMD).....	14
2.8 SUBMISSION OF PROPOSAL	14
2.9 EVALUATION OF PROCESS	16
2.9.1 GENERAL	16
2.9.2 EVALUATION OF TECHNICAL BID	17
2.9.3 EVALUATION OF FINANCIAL BID	20
2.9.4 COMBINED AND FINAL EVALUATION	20
2.10 AWARD OF CONTRACT, SIGNING OF AGREEMENT & SECURITY DEPOSIT:.....	20
2.11 CONFLICT OF INTEREST	22
3 TERMS OF REFERENCE (TOR)	23
3.1 INTRODUCTION:.....	23
3.2 SCOPE OF WORK	24
3.2.1 INCEPTION REPORT: [DELIVERABLE: INCEPTION REPORT]	24
3.2.2 FEASIBILITY STUDY AND PROJECT STRUCTURING [DELIVERABLE: FEASIBILITY & PROJECT STRUCTURING REPORT]	24
3.2.3 PREPARATION OF TERM SHEET [DELIVERABLE: TERM SHEET].....	26
3.2.4 PREPARATION OF RFP DOCUMENT: [DELIVERABLE : DRAFT RFP & FINAL RFP].....	26
3.2.5 BID PROCESS MANAGEMENT AND SELECTION OF DEVELOPER/ CONCESSIONAIRE ...	26
3.2.6 THE CONSULTANT WILL PROVIDE ASSISTANCE TO JMRC FOR EXECUTION OF THE CONTRACT POST SIGNING OF AGREEMENT:.....	27
3.2.7 CONSULTATION WITH JMRC	27
3.2.8 OTHER TERMS & CONDITIONS:	27
3.2.9 COORDINATION	28
3.3 TIMELINES AND DELIVERABLES.....	28
3.4 EXTENSION OF TIME	29
3.5 LIQUIDATED DAMAGES	29
3.6 PROFESSIONAL FEE.....	30
3.6.1 FIXED FEE:	30
3.6.2 SUCCESS FEE	30
3.7 APPROVALS AND PROGRESS REPORTS.....	30
3.8 TERMINATION OF CONTRACT AGREEMENT	31
3.9 RISK & COST.....	31
3.10 PENALTY FOR FAILURE TO EXECUTE THE WORK AS PER CONTRACT AGREEMENT	31
3.11 FORCE MAJEURE	31
3.12 ARBITRATION.....	32
3.13 FRAUD AND CORRUPT PRACTICES.....	32
ANNEXURE - I.....	34
CHECK LIST.....	34

ANNEXURE – II.....	35
COVERING LETTER FORMAT	35
ANNEXURE – III	37
STANDARD FORMAT FOR POWER OF ATTORNEY FOR SIGNING THE BID	37
ANNEXURE – IV	38
INFORMATION ABOUT APPLICANT	38
ANNEXURE – V.....	39
STATEMENT ON MANAGERIAL CAPACITY OF THE APPLICANT	39
ANNEXURE – VI	40
INFORMATION FOR TECHNICAL COMPETANCY	40
ANNEXURE – VII.....	41
FORMAT OF CURRICULUM VITAE (CV)	41
ANNEXURE – VIII.....	43
APPROACH AND METHODOLOGY.....	43
ANNEXURE-IX	44
FORMAT OF FINANCIAL BID / BOQ.....	44
FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY	45
ANNEXURE – XI	48
FORMAT OF BANK GUARANTEE.....	48
ANNEXURE – XII	51
FORMAT OF AGREEMENT	51

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 Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by 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.

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, Bhriгу 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 Badi Chaupar (Underground) is under construction at present and scheduled to be commercially operationalised in near future.
- (ii) Corporation has commercial/retail spaces at Ram Nagar, Civil lines (North and South sides) and Railway Station Metro Station of Phase 1A as per following details:

SN	Metro Station	Location	Area (Sqm.) (Appx.)
1.	Ram Nagar	1 st Floor	2037.90
2.	Civil Lines (North Side entry/exit)	Street level, 1 st and 2 nd Floor	908.00
3.	Civil Lines (South Side entry/exit)	1 st and 2 nd Floor	1309.93
4.	Railway Station Metro Station	Mezzanine Floor, towards 3 rd entry of Jaipur Jn. with access rights through ground floor	500.00

- (iii) JMRC desirous to earn non-fare revenue by leasing these retail / commercial space (s) to developers/end 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 retail spaces at above mentioned 3 metro stations. Proposals are invited from International/National level reputed consultancy organisations having core competencies in retail leasing, survey of market, revenue estimation, development of conceptual layouts and its cost estimation along-with financial viability analysis, feasibility study, term sheet, preparation of RFP document, bid process management, etc., for selection of developers/Lessee(s).
- (iv) JMRC invites Bids in single stage two part format (Technical Bid and Financial Bid) from interested 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 single stage QCBS based selection process for this purpose. The bid comprising technical and financial Bid 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 applicants will be prepared in accordance. In the second step, financial evaluation of short listed applicants will be

carried out as specified in this RFP. Bids will finally be ranked according to their combined technical and financial scores.

1.2 SCHEDULE OF BIDDING PROCESS

The Schedule of RFP process is as under:

S. No.	Item	Particulars
i.	RFP No.	F.1(R-117)/JMRC/DC/Retail Cat-B/Consultant/2019-20/03 dated: 21/ 05/2019
ii.	Websites for downloading tender Document and subsequent clarification / modification, if any	www.jaipurmetrorail.in eproc.rajasthan.gov.in www.sppp.rajasthan.gov.in transport.rajasthan.gov.in/jmrc
iii.	Cost of Bid Document (Non-Refundable)	Rs. 2,360 (including GST) (Rupee Two Thousand Three Hundred Sixty Only)
iv.	e-tender Processing Fee (Non-Refundable)	Rs. 1,180 (including GST) (Rupees One Thousand One Hundred Eighty Only)
v.	Estimated Cost	Rs. 30,68,245
vi.	Earnest Money Deposit (EMD)/ Bid Security	Rs. 61,365 (Rupees Sixty One Thousand Three Hundred Sixty Five only)
vii.	RFP Download Start Date	21 st May, 2019
viii.	Pre-bid Conference*	04.06.2019 (1130 Hrs) at 2 nd Floor, Wing-A, Admin Building, Metro Rail Depot, Bhriugu Path, Mansarovar, Jaipur
ix.	Last date of submitting queries / seeking clarification*	07 th June, 2019 (1800 Hrs)
x.	Tentative date for Replies to Queries by JMRC	12 th June, 2019 (1800 Hrs)
xi.	Online Bid submission Start Date / Time	13 th June, 2019 (1000 Hrs)
xii.	Last date and time of downloading of Bid Document including clarifications/ amendments, if any.	04 th July, 2019 (1500 Hrs)
xiii.	Last date and time for online Bid submission	04 th July, 2019 (1500 Hrs)
xiv.	Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office (Refer Clause 2.8 iv)	04 th July, 2019 (1600 Hrs)
xv.	Date and time for opening of Technical Bid	04 th July, 2019 (1630 Hrs)
xvi.	Website for Online Bid Submission	https://eproc.rajasthan.gov.in
xvii.	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 Tender fee, EMD/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

a) Management Competence: The bidder

S.N.	Eligibility	Supporting Document for Eligibility
1.	Should be a registered company (Pvt. Ltd/ limited). Bid by consortium of bidders is not allowed. Bid is invited only from eligible single entity, i.e., Limited/Private Limited.	Certificate of incorporation
2.	Should have been registered/ incorporated on or before 31.03.2016 or working in India since 31.03.2016 or before.	Copy of Memorandum/ Article of Association/ Certificate of incorporation, etc.
3.	Should have received Average Annual Consultancy Fees of at least Rs. 50 Lacs in last three Financial Years (2015-16, 2016-17 & 2017-18)	Audited Balance Sheet or CA certified copy of ITR for last 03 financial years.
4.	Should have minimum 3 management level experts (Financial expert, Infra expert, Legal expert) who have more than 10 years experience of working in the field of property development, Retail area development & PPP	Consent letter & CV of the experts signed by self in the format at Annexure-VII along with any relevant document which can prove their association with the bidder.
5.	Should not have been blacklisted or debarred during last 3 years from the due date of submission of the bid by Government of India/ any of the state Government/ Government undertaking, for participating in government tenders.	Self declaration undertaking to this effect.

b) **Technical Competence:** The applicant should have:

S.N	Eligibility	Supporting Document for Eligibility
1.	Experience of providing consultancy services for a minimum of 5 Completed or in-hand projects during last 7 financial years ending on March 31, 2019 with at-least following amount of consultancy fee: (i) One consultancy work with total professional fees of Rs. 24 Lacs or more OR (ii) Two consultancy work with total professional fees of Rs. 15 Lacs or more OR (iii) Three consultancy work with total professional fees of Rs. 12 Lacs or more	Copy of Completion certificate/ work order/agreement, etc.
2.	Out of above (1), at least 2 consultancy projects must be related to retail space development/Public-Private Partnership (PPP). Such projects must have completed/reached upto the stage of issuance of Letter of Award (LOA)/signing of agreement with the selected developers	Copy of Completion certificate or Letter of award
3.	ISO 9001 2015 or equivalent certificate	Copy of valid Certificate of ISO 9001 2015 or equivalent
4.	The detailed scoring criterion for awarding marks on various eligibility conditions is given in the RFP. The eligible bidder should have obtained a minimum 60 marks for financial bid opening.	

1.4 SALE/ DOWNLOAD OF RFP

The RFP document can be purchased from the JMRC Office, on payment of cost of Bid Document as prescribed above. The RFP document can also be downloaded from the websites/portals mentioned above.

All communications including the submission of bid should be addressed to:

Executive Director (Corporate Affairs),
 Jaipur Metro Rail Corporation Limited,
 2nd Floor, Wing-A, Admin Building,
 Metro Rail Depot, Bhrigu Path, Mansarovar,
 Jaipur-302020

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

Director (Corporate Affairs)
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 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. 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 / execution of Lease Agreement, full Earnest Money Deposit /Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the selected agency.
- v. Alterations or overwriting, if any, should be avoided. However, if there are any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- vi. Bids submitted ONLINE ONLY at <https://eproc.rajasthan.gov.in>. Bids sent by fax, post or e-mail will not be considered.
- vii. If some of the document/annexure(s) is/are missing, the Corporation has the right to reject the Bid as invalid Bid.
- viii. The proposal shall not contain any conditional/ variable offer or scheme etc. Bids containing such offers will be summarily rejected.
- ix. 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.
- x. The bidder will be bound by the details furnished by it to JMRC while submitting the Bid or at 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 a breach of terms of contract making it liable for legal action besides termination of License.

- xi. 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. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - c. Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (Bid Security), is non-responsive.
 - d. Fails to provide clarifications related thereto, when sought.
- xii. 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.
- xiii. It shall be deemed that by submitting the bid, the bidder agrees and release the JMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.
- xiv. No further discussion /interface will be held with the bidders whose bids have been rejected/ disqualified / technically disqualified.
- xv. 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.
- xvi. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English 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.

- xvii. 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.
- xviii. 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.
- xix. The JMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the JMRC.
- xx. 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, retail 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 retail 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 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. Queries / request for clarification should be submitted through e-mail or in writing by the date & time prescribed in the schedule of Notice Inviting Bids and the same received after the date & time prescribed may not be taken into consideration.
- iv. The post meeting queries regarding this RFP, may be addressed to :

*Executive Director (Corporate Affairs),
Jaipur Metro Rail Corporation,
2nd Floor, Wing-A, Admin Building,
Metro Rail Depot, Bhriгу Path, Mansarovar, Jaipur-302020
Tel. No.0141- 2822752, Email: edca@jaipurmetrorail.in*

Further, even after pre-bid conference, if any prospective bidder is interested in site visit he may send such request to JGM (Revenue) over Telephone No. 0141-2822755 email id: jgmrev@jaipurmetrorail.in

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

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

- 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.,
Signature of the Authorised Signatory of the Bidder

<https://www.jaipurmetrorail.in>, <https://transport.rajasthan.gov.in/jmrc>; State Public Procurement Portal 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 DETAILS OF AVAILABLE COMMERCIAL SPACE

- i. The tentative area of retail /commercial spaces available in the scope of consultant is as under:

S.N.	Metro Station	Location	Area (Sqm.) (Appx.)
1.	Ram Nagar	First Floor	2037.90
2.	Civil Lines (North Side entry/exit)	Street, 1st Floor, 2nd Floor	908.00
3.	Civil Lines (South Side entry/exit)	First Floor, Second Floor	1309.93
4.	Railway Station Metro Station	Mezzanine Floor, towards 3rd entry of Jaipur Jn. with access rights through ground floor	500.00

- ii. JMRC at the time of award of contract or before issue of Notice to Proceed (NTP), may remove any of the retail spaces from the scope of consultancy. In such case, the amount of total consultancy fee will be reduced in proportion to the reduction of the area.

2.6 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 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.

2.7 BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- i. EMD (Bid Security) of **Rs.61,365** (Rupees Sixty one thousand three hundred sixty five 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 EMD 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.
- ii. Any Bid not accompanied by valid Bid Security / EMD in acceptable form will be treated as being non-responsive & shall be summarily rejected.
- iii. The Bid Security / Earnest Money Deposit 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, if any, after issuance of LoA;
 - c. when the bidder does not deposit the performance security within the specified period issuance of LoA; and

The decision of JMRC in this respect shall be final and binding.

- iv. The Bid Security/ EMD of successful bidder may be adjusted against Performance Security Deposit or shall be refunded after deposition of the Security Deposits; 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 Earnest Money, in part or in full, at the discretion of Jaipur Metro Rail Corporation Limited (JMRC).
- vi. The bid security/EMD 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 EMD/Bid security.

2.8 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 or <https://transport.rajasthan.gov.in/jmrc> and 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 EMD.

In addition to this, DD/ Banker's Cheque /BG for Tender Fee, e-tender Processing Fee and EMD 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 Limited,
206, 2nd Floor, Wing-A, Admin Building,
Path, Metro Rail Depot, Bhriгу Path, Mansarovar, Jaipur-302020.

In absence to physical submission of the DD/ Banker's Cheque / BG for Tender Fee, e-tender Processing Fee and EMD 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 single-stage two part (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 Annexure 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 EMD, 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 background 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.

2.9 EVALUATION OF PROCESS

2.9.1 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.

2.9.2 EVALUATION OF TECHNICAL BID

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

SN	Technical Score Criteria	Maximum Marks	Remarks								
1.	No. of Years of Operation in India in the field of consultancy, as on 31.03.2018	10	<table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Equal of more than 3 years but lesser than or equal to 6</td> <td>5</td> </tr> <tr> <td>More than 6 years but less than 9 years</td> <td>8</td> </tr> <tr> <td>More than 9 years</td> <td>10</td> </tr> </tbody> </table>	Parameter	Marks	Equal of more than 3 years but lesser than or equal to 6	5	More than 6 years but less than 9 years	8	More than 9 years	10
Parameter	Marks										
Equal of more than 3 years but lesser than or equal to 6	5										
More than 6 years but less than 9 years	8										
More than 9 years	10										
2.	Experience of providing consultancy services for completed or in hand project during last 7 years	20	<table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>5 Projects</td> <td>10</td> </tr> <tr> <td>More than 5 but lesser than 10</td> <td>15</td> </tr> </tbody> </table>	Parameter	Marks	5 Projects	10	More than 5 but lesser than 10	15		
Parameter	Marks										
5 Projects	10										
More than 5 but lesser than 10	15										

SN	Technical Score Criteria	Maximum Marks	Remarks								
	ending on March 31, 2019)		<table border="1"> <tr> <td>projects</td> <td></td> </tr> <tr> <td>10 or more Projects</td> <td>20</td> </tr> </table>	projects		10 or more Projects	20				
projects											
10 or more Projects	20										
3.	Experience of providing consultancy services for retail/PPP Projects (projects must have completed/reached upto the stage of issuance of LoA/ signing of agreement with the selected Bidder) in last 7 years ending on March 31, 2019)	30	<table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>2 Projects</td> <td>10</td> </tr> <tr> <td>More than 2 but lesser than 5 projects</td> <td>20</td> </tr> <tr> <td>5 or more Projects</td> <td>25</td> </tr> </tbody> </table> <p>5 marks will be awarded additionally if any of the completed# project is related to retail area development in transport sector (Airport/India Rail/State Transport corporation/ Metro Rail Corporation, etc).</p> <p># completed will include the project reached upto the stage of LoA/ signing of agreement with the Licensee/ Lessee /Concessionaire.</p>	Parameter	Marks	2 Projects	10	More than 2 but lesser than 5 projects	20	5 or more Projects	25
Parameter	Marks										
2 Projects	10										
More than 2 but lesser than 5 projects	20										
5 or more Projects	25										
4.	Average Annual Turnover of Last 3 Financial Years ending on March 31, 2018	10	<table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>More than Rs. 10 Crore but lesser than Rs. 20 Crore</td> <td>5</td> </tr> <tr> <td>More than Rs. 20 Crore</td> <td>10</td> </tr> </tbody> </table>	Parameter	Marks	More than Rs. 10 Crore but lesser than Rs. 20 Crore	5	More than Rs. 20 Crore	10		
Parameter	Marks										
More than Rs. 10 Crore but lesser than Rs. 20 Crore	5										
More than Rs. 20 Crore	10										
5.	ISO 9001: 2015	5	<table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Bidder having ISO 9001: 2015</td> <td>10</td> </tr> </tbody> </table>	Parameter	Marks	Bidder having ISO 9001: 2015	10				
Parameter	Marks										
Bidder having ISO 9001: 2015	10										
6.	Key Staff Proposed for the Project	25	<table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Team leader-PPP/Financial Expert: MBA/PGDM or equivalent having experience of minimum 15 years, and must have worked as team leader for providing consultancy services for minimum 5 PPP Projects</td> <td>8 *</td> </tr> <tr> <td>Sector Expert/Infra expert: Architect/Civil Engineer having experience of minimum 15 years, and must have worked as team member/sector expert for providing consultancy services for minimum 3 retail space development/PPP Projects.</td> <td>5 *</td> </tr> <tr> <td>Legal Expert: Graduate in Law</td> <td>3 *</td> </tr> </tbody> </table>	Parameter	Marks	Team leader-PPP/Financial Expert: MBA/PGDM or equivalent having experience of minimum 15 years, and must have worked as team leader for providing consultancy services for minimum 5 PPP Projects	8 *	Sector Expert/Infra expert: Architect/Civil Engineer having experience of minimum 15 years, and must have worked as team member/sector expert for providing consultancy services for minimum 3 retail space development/PPP Projects.	5 *	Legal Expert: Graduate in Law	3 *
Parameter	Marks										
Team leader-PPP/Financial Expert: MBA/PGDM or equivalent having experience of minimum 15 years, and must have worked as team leader for providing consultancy services for minimum 5 PPP Projects	8 *										
Sector Expert/Infra expert: Architect/Civil Engineer having experience of minimum 15 years, and must have worked as team member/sector expert for providing consultancy services for minimum 3 retail space development/PPP Projects.	5 *										
Legal Expert: Graduate in Law	3 *										

SN	Technical Score Criteria	Maximum Marks	Remarks
			<p>having experience having experience of minimum 10 years, and must have experience in drafting bid documents, concession agreements for minimum 3 retail space development/PPP Projects</p>
			<p>Associate: (Two) MBA/PGDM/Post Graduate in Commerce or equivalent having experience of minimum 8 years, and must have worked as team member for providing consultancy services for minimum 3 retail space development/ PPP Projects</p> <p>4 * (2 for each)</p>
			<p>* Note: The experience of retail area development consultancy in transport sector of any of the expert/associate (total 5) will add 1 mark extra to respective expert/ associate.</p>

Notes:

- a. The JMRC expects all the Key Personnel specified in the bidder's proposal to be available and deployed with the Agency during execution of work and fulfilment of all contractual obligations pursuant to this RFP. No replacement of the Key Personnel whose details were submitted along with the bid should be made unless absolutely essential. If such a replacement becomes unavoidable, it should be informed immediately to JMRC in writing, together with reasons thereof. 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, the associate will be stationed in Jaipur during the course of assignment.
- iv. The Technical Bids, which are found acceptable in accordance with Clause 2.8(vii) a), 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 in accordance with Clause 2.9.3 below.

2.9.3 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 (S_F).
- 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)

2.9.4 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.

2.10 AWARD OF CONTRACT, SIGNING OF AGREEMENT & SECURITY DEPOSIT:

- i. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid, but will be for re-confirming the obligations of the Agency under this RFP. Issues such as deployment of key personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the JMRC reserves the right to designate the next ranked Applicant as Selected Applicant and invite it for negotiations for the rate not higher than the rate of earlier selected bidder.
- 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 deposit within 15 days from the date of issue of LOA, equivalent to 10% of the approved professional fees mentioned in LoA, 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 deposit should remain valid up to a period of 24 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.

- iv. The performance Security Deposit 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. The Security Deposit shall not carry any interest during the tenure of the Lease.
- vi. The Performance Security Deposit shall be refunded 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.
- vii. 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.
- viii. The selected bidder shall not be entitled to seek any deviation, modification or amendment in the agreement.
- ix. 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.
- x. If the bidder fails to deposit the required Security Deposit amount 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 shall be forfeited.
- xi. Penal charges shall be levied on total delay in days at corresponding rate as mentioned above.
- 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 Lessee 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/ surrender, against:
 - a. 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.
 - b. Any amount for which JMRC becomes liable to the Government/Third party due to any default by any employee / agent of the Lessee.
 - c. Any payment/ fine imposed under the order/judgment of any court/ consumer forum or law enforcing Lessee or any person working on behalf of the Lessee.
 - d. 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. The Agency shall commence the Work within seven days of the date of the Agreement, or such other date as may be mutually agreed. 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 cancelled /terminated.

2.11 CONFLICT OF INTEREST

- i. The Applicant shall not have a conflict of interest that may affect the Selection Process or the Work (the "Conflict of Interest"). Any Applicant 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, if available, as 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. If the successful bidder is found to be in any conflict of interest during any stage of the contract, JMRC should retain the right to terminate the contract to forfeit some of his deposits and also to initiate legal action.
- iii. Without limiting the generality of the above, the Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a. the Applicant or a Constituent thereof has common controlling shareholders or

- other ownership interest with another Applicant or a Constituent thereof; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant 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 Applicant) in the other Applicant is less than 5 per cent of the subscribed and paid up equity share capital thereof; or
- b. a constituent of such Applicant is also a constituent of another Applicant; or
 - c. such Applicant, or any constituent thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any constituent thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant or any constituent thereof; or
 - d. such Applicant has the same legal representative for purposes of this Bid as any other Applicant; or
 - e. such Applicant, or any constituent thereof has a relationship with another Applicant, 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 Applicant 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."

3 TERMS OF REFERENCE (TOR)

3.1 INTRODUCTION:

- i. Jaipur Metro Rail Corporation has Commercial/Retail spaces at Ram Nagar and Civil lines (North and South) Metro Stations of Phase 1A as per following details :

SN	Metro Station	Location	Area (Sqm.) (Appx.)
1.	Ram Nagar	1st Floor	2037.90
2.	Civil Lines (North Side entry/exit)	Street level, 1st and 2nd Floors	908.00
3.	Civil Lines (South Side entry/exit)	1st and 2nd Floors	1309.93
4.	Railway Station Metro Station	Mezzanine Floor, towards 3rd entry of Jaipur Jn. with access rights through ground floor	500.00

JMRC desires to lease above commercial spaces (Category-B) for property development to earn non-fare revenue and to facilitate commuters after project structuring and detailed study.

- ii. In pursuance to above, JMRC has decided to engage a reputed transaction adviser (consultant) for survey, project structuring, bid process management and assist JMRC in selection of concessionaire/lessee and execution of Lease agreement, through a competitive bidding process.

3.2 SCOPE OF WORK

The Scope of Work shall inter-alia include various activities with the successful leasing of Commercial/Retail spaces for property development at Ram Nagar, Civil lines (North and South side) and Railway station Metro Station of Phase 1A. However the consultant may require to include other necessary tasks, as may be needed for preparing detailed reports, covering all the aspects involved in the development of the project and its mode of implementation.

The deliverable tasks are identified, as under:

3.2.1 INCEPTION REPORT: [DELIVERABLE: INCEPTION REPORT]

The consultant will deploy its team for JMRC's work as per contract requirement. The consultant will submit details of team deployment and brief understanding of project after site visit and meeting and deliberations with JMRC's team and submit inception Report to JMRC.

3.2.2 FEASIBILITY STUDY AND PROJECT STRUCTURING [DELIVERABLE: FEASIBILITY & PROJECT STRUCTURING REPORT]

The consultant shall prepare a feasibility & Project structuring Report based upon the Market Assessment, Detailed Survey and Investigation and Infrastructure Survey conducted by it, laying down various options for development at each of the commercial/retail space of JMRC phase 1A, incorporating following:

i. Market Assessment

- a. Developing a vision for the proposed retail space, keeping in view the location constraints and potential, as well as the possibility of new or existing niche markets.
- b. Identify possible utilization of the said retail spaces.
- c. Identification of potential list of investors/developers/operators who would be willing to develop the proposed retail area.
- d. Review of current market scenario for various development options.
- e. Assessing demand of Retail space and estimation of Lease rent.

ii. Detailed Survey and Investigation

- a. Topographic survey
- b. Area calculations and measurements
- c. Index and location sketches
- d. Utility survey (Power, Telecom, water/sewerage line, solid waste, etc.)

iii. Conceptual Layout and Cost Estimation

- a. Preparation of conceptual layouts (including indicative zoning plans of site utilization) of the proposed facilities / developments at each commercial/retail space of the phase 1A taking into account its market potential and considering product mix and sizing with respect to following considerations (indicative, not limited to)
 - (1) Size of area of parking
 - (2) Accessibility
 - (3) On site infrastructure
 - (4) Applicable Development Control Regulation / Building bylaws

Note:

Further, all proposed layouts should be prepared taking into consideration applicable policies which have a direct implication on the property development at Ram Nagar and Civil Lines (North and South) Metro Stations JMRC phase 1A.

- b. Provide preliminary estimates of the cost of development of various facilities at said spaces Ram Nagar and Civil Lines (North / South) Metro Stations Phase 1A.
 - c. Conduct preliminary scope after discussions with potential private sector developers and get feedback on draft project structure.
 - d. Provide details of all taxes that would apply to the proposed facilities / developments for Ram Nagar and Civil Lines (North and South) Metro Stations phase 1A.
 - e. Provide assessment of acceptable rate of lease rentals by potential investors for proposed facilities / developments for Ram Nagar and Civil Lines (North and South) Metro Stations
 - f. Provide assessment of feasible duration of lease contract.
- iv. **Clearances and Approvals:**

The consultant shall

- a. Identify necessary approvals and clearances to be obtained for the proposed facilities / developments for Ram Nagar and Civil Lines (North and South) Metro Stations phase 1A.
- b. Assist JMRC in identifying and preparing appropriate documentation to support any applications with regard to (a) above.

v. **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
- (4) Anticipated Project Cash Out flow (capital expenditure and revenue expenditure)
- (5) Estimation of Anticipated Revenue Projections
- (6) Investment Plan and Phasing of development

3.2.3 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 developer/Lessee, JMRC's obligations, performance standards, durations of lease, Lease/user charges, monitoring and supervision mechanism, bidder's qualification criteria (technical and financial capacity), bid criteria for selection of the Lessee.
- b. Norms/regulations of competent authorities wherever applicable will be taken into consideration while preparing the Term Sheet.

3.2.4 PREPARATION OF RFP DOCUMENT: [DELIVERABLE: DRAFT RFP & FINAL RFP]

The consultant, in consultation with JMRC shall :

- a. After approval of project structure/term sheet, prepare Request for Proposal (RFP) document comprising of (1) Project Information, (2) Eligibility Criteria, (3) Scope of Lease, (4) Information & Instructions to Bidders, (5) Terms & Condition of Lease, (6) Duration of Lease and (7) Draft Agreement, considering all statutory provisions.
- b. The RFP 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, mechanism during project operation, 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.
- c. The Draft RFP so prepared will be submitted to JMRC for approval. JMRC after deliberations with the consultant may suggest some changes in the draft RFP. Accordingly, the consultant shall submit final RFP document of each station/package for approval and issuance by JMRC.

3.2.5 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).

3.2.6 THE CONSULTANT WILL PROVIDE ASSISTANCE TO JMRC FOR EXECUTION OF THE CONTRACT POST SIGNING OF AGREEMENT:

- a. To assist JMRC in approving of preliminary plans submitted by selected bidder and prepare Notice to Proceed (NTP);
- b. To assist JMRC in raising the invoice of first lease amount/upfront amount.
- c. To assist JMRC in fulfilling Statutory requirement, if any.

3.2.7 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.

3.2.8 OTHER TERMS & CONDITIONS:

- a. The consultant will prepare separate reports/deliverables for each of retail spaces except for inception report which will be prepared common for all retail spaces mentioned in the Letter of award. Consultancy fees shall accordingly be released for respective retail space.
- b. Separate RFPs shall be floated for all 4 retail spaces. JMRC may reduce any of the retail space from the scope of consultancy as per its requirement at the time of award of contract.
- 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 of non availability of consultant's office in Jaipur, the consultant will establish its office at any of the retail areas of JMRC included in this RFP at its own expense. JMRC shall provide bare space with provision of electricity at JMRC's cost. No rent will be chargeable for the bare space provided by JMRC. All other expenses of establishing & running the office will be borne by the consultant.

3.2.9 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:

Joint General Manager (Revenue)

Jaipur Metro Rail Corporation Limited,
 204, 2nd Floor, Admin Building, Metro Rail Depot,
 Bhriagu 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	15 days from LOA
2.	Feasibility Report & Project structuring report including Market assessment, survey, infrastructure assessment, conceptual layouts & revenue assessment, financial feasibility analysis	60 days from LOA date
3.	TERM SHEET	20 days after approval of Feasibility report
4.	Draft RFP/RFQ document	20 days from approval of Term Sheet
5.	Final RFP/RFQ document	10 days from receipt of comments on the Draft RFP/RFQ
6.	Submission of Bid Evaluation Report (Technical & Financial)	07 days after opening of Bid(s)
7.	Assistance to JMRC with regard to signing of Contract(s) with the successful bidder(s) & issue of Notice to Proceed (NTP)	Till issue of Notice to Proceed

The duration of contract shall initially be for 9 months which shall be concluded soon after issue of Notice to Proceed (NTP) to successful Lessee by JMRC for all the retail spaces. In case of non-awarding of contract during first round of process due to any reasons for any of retail space, the said RFP/RFQ shall be re-floated upto 2 more times or till finalization of contract, whichever is earlier, without any additional cost to JMRC. The duration of contract shall accordingly be extendable. The consultant shall extend PBG accordingly for the required extended period.

3.4 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.

3.5 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 retail 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 retail space with regard to which the delay has occurred).

3.6 PROFESSIONAL FEE

3.6.1 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	Particulars	Percentage of Project Development Fee Payable to the Consultant for respective retail space
1.	Submission of Inception Report	5%
2.	Submission of Feasibility Report covering Site Survey Outputs, Suggestive Development Plan and Financial Viability Assessment	20%
3.	Submission of Term Sheet and draft RFP	15%
4.	Submission of Final RFP Document(s)	10%
5.	Submission of Technical Bid Evaluation Report	10%
6.	Submission of financial evaluation report.	10%
7.	Issuance of Letter of Acceptance (LoA) to Selected Private Sector Developer & signing of agreement	20%
8.	Approval of plan submitted by the successful bidder & issuance of Notice to Proceed.	10%

Note: In case of non-occurrence of events at sr. no. 7 & 8, no payment on this part shall be released by JMRC for consultancy fees.

3.6.2 SUCCESS FEE

The Agency shall be eligible for receipt of “Success Fee” @ 1% of the upfront lease premium plus NPV of annual minimum assured payments as revenue share payable by selected property developer(s) of respective bidder. The discounting rate for calculating NPV shall be @ 15%. Only the initial period of agreement between the property developer(s) and the JMRC shall be taken into account for calculation of NPV and any extendable period shall be ignored. The Success Fee will be payable to the Agency by the selected property developer(s) on signing of the development agreement(s) between the selected property developer(s) and the JMRC including receipt by JMRC of instalment of payment due immediately after or along with such signing as per the development agreement(s).

3.7 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.

3.8 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.

3.9 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 3.8, 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.

3.10 PENALTY FOR FAILURE TO EXECUTE THE WORK AS PER CONTRACT AGREEMENT

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.

3.11 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 arrest(s), 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 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.

3.12 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. 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.

3.13 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, if available, as 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. This check list, duly checked / ticked and signed shall form part of this RFP Document (Annexure-I)	Yes/No
2.	Covering letter along with Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP), GCC and SHE Manual, 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 for signing the Bid (Annexure-III) as applicable.	Yes/No
5.	Information about applicant (Annexure-IV) dully filled and signed.	Yes/No
6.	Information about 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 as per clause 1.3 of the RFP in the format Annexure-VII	
9.	Approach & methodology to be adopted by the applicant for execution of consultancy project (Annexure-VIII)	Yes/No
10.	Scanned copy of Bid Security (EMD) in Prescribed form of DD /BC or Bank guarantee (Annexure-X)	Yes/No
11.	Format of Bank Guarantee for Performance Security Deposit, duly signed (Annexure-XI)	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
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
Part B : Financial Bid		
18.	Financial bid is to be uploaded in soft copy on e-proc portal (Annexure-IX)	

ANNEXURE - II**COVERING LETTER FORMAT**
(On Applicant's Letterhead, as part of Technical Bid)**To,****Dated**

Executive Director (Corp. Affairs)
Jaipur Metro Rail Corporation Limited,
206, 2nd Floor, Wing-A, Admin Building,
Metro Rail Depot, Bhriugu Path, Mansarovar, Jaipur-302020

Sub: RFP for Selection of Consultant/ Transaction Advisor for Project Structuring and Bid Process Management for Leasing of Retail Space at Metro Stations (Category-B) at Jaipur (Rajasthan)

Ref: RFP No. F.1(R-117)/JMRC/DC/Retail Cat-B/Consultant/2019-20/20 Dated: 16/05/2019

Dear Sir,

1. With reference to your RFP Document dated, I/we, having examined the RFP document & all relevant documents including GCC document as available on JMRC website and understood their contents, hereby submit our Bid for **Selection of Consultant/ Transaction Advisor for Project Structuring and Bid Process Management for Leasing of Retail Space at Metro Stations (Category-B) at Jaipur (Rajasthan)**. 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 in the last three years, 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 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 Applicant

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 authorise 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 Retail Space at Metro Stations (Category-B) at Jaipur (Rajasthan)**, 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 Authorised 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.

Signature of the Authorised Signatory of the Bidder

ANNEXURE - IV
INFORMATION ABOUT APPLICANT

1	Name of Applicant	
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.

ANNEXURE - V
STATEMENT ON MANAGERIAL CAPACITY OF THE APPLICANT

1. Date of incorporation : _____
2. Date of commencement of operations in India : _____
3. Details of annual turnover :

Sl. No.	Financial Year	Turnover (Rs. In Lacs)
1	Year 2015-16	
2	Year 2016-17	
3	Year 2017-18	
	TOTAL	
Average Turnover for above three Financial Years		

Attach proof of turnover as mentioned in the eligibility criteria (clause 1.3) of this RFP duly signed by a practising Chartered Accountant.

4. Details of consultants/ experts :

S. No.	Position	Qualification	No. of years experience	Details of experience
(i)	Team Leader			
(ii)	Sector/infra Expert			
(iii)	Legal Expert			
(iv)	Associate			

Attach documents

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory (bidder)

ANNEXURE - VI
INFORMATION FOR TECHNICAL COMPETANCY

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

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

2. Details of project related to real estate development out of above:

S. No.	Name of Project	Client Name	Cumulative are (In Acres)	Project Status (Ongoing/ Completed)

3. Details of project completed / in hand related to airport, Metro Rail Corporation or any project executed in hand for Govt. Organisations:

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

4. Whether ISO 9001:2015 or equivalent certificate is available: Yes/No. (if yes, details to be enclosed).

Note:

1. In support of the information, copies 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 proposed Key professional staff)

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**

(Indicate in detail the method covering the approach and methodology proposed for carrying out the work, including such detailed information as is deemed relevant. The Applicant should indicate all tasks proposed to be carried out in detail (i.e., Work Plan.) The presentation of the Approach Methodology and Work Plan should be coherent and systematic.)

ANNEXURE-IX
FORMAT OF FINANCIAL BID / BOQ

Validate

Print

Help

[Item Rate BoQ](#)
Tender Inviting Authority: Director(Corporate Affairs), JMRC

Name of Work: Selection of Property Consultant/Transaction Advisor for Project Structuring and Bid Process Management for Leasing of Retail Space at Metro Stations

RFP No: F.1(R-117))/JMRC/DC/Retail Cat-B/Consultant/2019-20/ 03 Dated: 16/ 05/2019

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Services for Project Structuring and Bid Process Management for Leasing of Four Retail Spaces at Metro Stations of total area 4755.83 sqm.	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.

 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 EARNEST MONEY DEPOSIT / BID
SECURITY****(Refer to clause 2.7)****(to be submitted by the bidder along with technical bid)**

To,

Managing Director,

Jaipur Metro Rail Corporation Limited (JMRCL),

2nd Floor, Wing-A, Admin Building,

Metro Rail Depot, Bhriku 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 Retail Space at Metro Stations (Category-B) at Jaipur (Rajasthan)** (RFP No. F.1(R-117))/JMRC/DC/Retail Cat-B/Consultant/2019-20/20 Dated: 16/05/2019) 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. 180 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 Justice in India 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 Lessee.
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.
2nd Floor, Wing-A, Admin Building,
Metro Rail Depot, Bhriugu Path,
Mansarovar, Jaipur-30202.

ANNEXURE - XI

FORMAT OF BANK GUARANTEE

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

To

Joint General Manager (Revenue)
Jaipur Metro Rail Corporation Limited
204, 2nd Floor, Wing-A, Admin Building,
Metro Rail Depot, Bhriгу Path, Mansarovar, Jaipur-302020

1. In consideration of _____, Jaipur Metro Rail Corporation Limited (JMRC) (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 Retail Space at Metro Stations (Category-B) at Jaipur (Rajasthan)**, 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 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. *** crore (Rupees ***** crore) 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 _____.

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 - 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 corporate office at Admin Building, Metro Depot, Bhriгу Path, 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 assignees.)

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 assignees.)

WHEREAS the JMRC is desirous to engage a Consultant/ Transaction Advisor for Project Structuring and Bid Process Management for Leasing of Retail Space at Metro Stations (Category-B) at Jaipur (Rajasthan), on the terms & conditions mentioned hereunder and as mentioned in the RFP No. F.1(R-117)/JMRC/DC/Retail Cat-B/Consultant/2019-20/03 Dated: 16/05/2019 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.
 - (ii) The Letter of Award (LOA) issued by the Corporation in favour of the Consultant.
 - (iii) Addendum and/or Corrigendum to 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.
 - (vi) Safety, Health and Environmental (SHE) Manual of JMRC.

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 retail spaces at Metro stations (Category-B) at Jaipur (Rajasthan) as per the Term of Reference (ToR) mentioned in section 3 of 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 Clause 3.3 of RFP document. Selected Bidder shall be subjected to liquidated damages mentioned in Clause 3.5 for the delays caused in submission of deliverables.
4. JMRC shall make payment to the selected Bidder as per the payment scheduled mentioned in Clause 3.6 of the RFP document. GST and any other taxes, as applicable shall be payable extra by JMRC 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 paid towards Performance Security Deposit, a sum of Rs. _____ (Rupees _____ only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee No. _____ Dated _____ in favor of Jaipur Metro Rail Corporation, Jaipur.
6. 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.
7. 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.
8. That the JMRC shall not be responsible for any loss or damage caused to the Consultant on any accounts whatsoever.
9. 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.