



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED
(A Govt. of Rajasthan Undertaking)

Office: 2nd Floor, Wing-A, Admin Building, Metro Depot,
Brighu Path, Mansarovar, Jaipur-302020
Website: www.jaipurmetrorail.in, Email: edca@jaipurmetrorail.in



No. F.1 (R-246)/JMRC/DCA/Rev./TA-Land Parcels/4957

Date: 05 DEC 2023

To,

PDCOR Limited,
1st Floor, The Press Trust of India (PTI) Building,
5-B, Jhalana Institutional Area,
Jaipur-302004.

LETTER OF INVITATION

Sub: Inviting Commercial Proposal for engagement of Consultant/Transaction Advisor for Survey, Project Structuring and Bid Process Management for Property Development at Land parcels of JMRC.

Sir,

Jaipur Metro Rail Corporation has land spaces at important business area locations as per following details:

S.N.	Details of Land Parcels	Area (m2) (Approx.)
1.	Lal Kothi Marketing Board Land	19205 Sq.mtr
2.	P.W.D. Dev Nagar Land	5000 Sq.mtr
3.	Nilay Kunj Extension Land	13000 Sq.mtr

JMRC intends to develop and monetize these Land Parcels in accordance with the cabinet order no. 132/2010 dated 22.07.2010. Accordingly, as per RTPPR notification No. F1/FD/GF&AR/2011 dated 04.09.2013 S.N. 135. Item No. 58, JMRC has decided to engage M/s PDCOR Ltd. as Transaction Advisor/Consultant for survey, concept development, project structuring, bid process management and assist JMRC in 'Selection of Concessionaire and execution of Concession Agreement through competitive bidding process'.

You are requested to submit your commercial proposal (Bid) for performing the above mentioned assignment for Land Parcels at Lal Kothi Marketing Board Land, P.W.D. Dev Nagar Land and Nilay Kunj Extension Land as per the enclosed Terms of Reference (ToR) as **Schedule - A**.

The scope of services, deliverables, payment milestones, success fee payable to Consultant by selected bidders etc are mentioned in the ToR document. You are required to quote the professional fee for said assignment and performing the bidding process for each location which will be payable by JMRC against the deliverables/milestones mentioned in the ToR.

The format of draft agreement to be signed between JMRC and PDCOR along with format for submission of performance security by PDCOR are also attached with ToR.

Kindly submit your proposal within 7 days from issuance of this Letter i.e. up to 11/12/2023.

Encl.: As above

5/12/2023
(Sanjay Bansal)

Executive Director (Corp. Affairs)

Copy to : 4958-4961 05 DEC 2023

1. PS to CMD, JMRC Jaipur.
2. ED (CA), JMRC Jaipur
3. JE (IT) JMRC Jaipur
4. Guard File.

TERMS OF REFERENCE (ToR)**1. INTRODUCTION:**

- i. Jaipur Metro Rail Corporation Limited (“JMRC”), an undertaking of Government of Rajasthan (GoR) is responsible for development and operation of metro rail in Jaipur city of Rajasthan.
- ii. Jaipur Metro Rail Project is planned in two corridors. The East-West Corridor from Mansarovar to Badi Chaupar having total length of 12.118 KM is being executed as Phase-1 of the Project of which Phase-1A (9.718 KM) is operational from June 2015 and Phase-1B (2.4 KM) is operational from Sept 2020, brief of which is given below:

Phase	Corridor	Corridor Length	No. of Stations	Present Status
Phase -1A	Mansarovar to Chandpole	Total 9.718 KM (Elevated: 9.278 KM Underground: 0.44 KM)	9	Operational Since June 2015
Phase -1B	Chandpole to Badi Chaupar	2.349 KM (Underground)	2	Operational Since Sept 2020

- iii. With the vision of providing better metro rail connectivity, State Government has recently approved extensions of already operational Phase 1 from Mansarovar to Badi Chaupar. Jaipur Metro Phase 1C will be implemented from Badi Chaupar to Transport Nagar which is 2.85 km long with 01 underground station at Ramganj and one elevated station at Transport Nagar. Jaipur Metro Phase 1D from Mansarovar to Ajmer Road Chauraha is a 1.352. Km completely elevated line with one elevated station at Ajmer Road Chauraha. Phase-2 of Project is still at planning stage and DPR is under consideration/ planning stage.
- iv. One of the objectives of the JMRC as mentioned in its Memorandum of Association (MoA) is “to plan, design, develop, construct, maintain and operate restaurants, refreshment rooms, cafeteria, etc., both stationary and mobile, rest rooms, book stalls, shopping malls & shopping/ office complexes, reading rooms, information centres, tourists centres and the like render all facilities and services incidental to, connected with or relating to Mass Transit and other Urban Transport and People Mover Systems of any kind and description.”

- v. Further, as per provisions of the Metro Railways (Operation & Maintenance) Act, 2002, which is applicable in Jaipur, Jaipur Metro administration has powers to develop any Metro Railway land for commercial use and to execute any lease or grant any license in respect of the property held by it.

2. DETAILS OF LAND PARCELS

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

S. No	Available land space at	Area (Sq.mtr) (Approx.)
1.	Lal Kothi Marketing Board Land	19205 Sq.mtr
2.	P.W.D. Dev Nagar Land	5000 Sq.mtr
3.	Nilay Kunj Extension Land	13000 Sq.mtr

- ii. JMRC intends to lease out these land parcels for commercial and property development so as to earn non-fare revenue.
- iii. Accordingly, JMRC intends to engage a reputed Transaction Adviser/Consultant as per RTPPR notification No F1(8)/FD/GF&AR/2011 dated 04.09.2013 S.O. 135, item no. 58 for concept development, project structuring, bid process management and assist JMRC in selection of concessionaire. Transaction Advisor/Consultant shall provide professional services on end-to-end basis for project/programme formulation & implementation including resource mobilization and bid process management services for floating the RFP for Property development at these land parcels at the earliest for an estimated professional fee Rs. 70.27 lakh inclusive of GST.

3. GENERAL INSTRUCTIONS

- i. This ToR document and any addendum thereto, together with any further communications are issued for the purpose of inviting proposal only. The prospective Transaction Advisor/Consultant shall not disclose any information contained in the documents or otherwise supplied in connection with this proposal invitation to any third party except for the purpose of preparing his proposal.
- ii. The Prospective Transaction Advisor/Consultant is 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 ToR, relevant terms & conditions mentioned in the GCC referred above. Where the provisions of this Invitation letter/ToR are in conflict with the GCC, the former shall prevail.

- iii. The prospective Transaction Advisor/Consultant will be deemed to have inspected the sites, the surroundings and inspected all necessary documentation and made all inquiries, prior to submitting the proposal.
- iv. The proposal shall not contain any conditional/ variable offer or scheme etc.
- v. The prospective Transaction Advisor/Consultant should submit the following Annexures of the ToR along with the other relevant information/ documents for submission of proposal with their proposal:

S.N.	Particulars	Annexure Number
1	Format for submission of offer letter	ANNEXURE-I
2	Standard format for power of attorney for signing the Agreement	ANNEXURE-II
3	Format of financial proposal / BOQ	ANNEXURE-III

4. DUE DILIGENCE BY TRANSACTION ADVISOR/CONSULTANT

- i. The prospective Transaction Advisor/Consultant is required to examine carefully all the contents of the ToR document & GCC and take them fully into account before submitting the proposal. Failure to comply with the requirement(s) above referred documents, will be at the Transaction Advisor/ Consultant's own risk & responsibility.
- ii. The prospective Transaction Advisor/Consultant is advised to carry out extensive survey of earmarked spaces, retail spaces, and analyse the spaces at their own cost, before submitting the proposal. The Transaction Advisor/Consultant must familiarize themselves with the scope of consultancy & the referred spaces.
- iii. The prospective Transaction Advisor/Consultant is required to verify the information given in respect of area, locations, etc. from JMRC before submitting the proposal.
- iv. Most of the information about JMRC is available in public domain and accessible by everyone. The prospective Transaction Advisor/Consultant is 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.

5. AWARD OF CONTRACT, SIGNING OF AGREEMENT & PERFORMANCE SECURITY:

- i. The Transaction Advisor/Consultant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the offer, but will be for re-confirming the obligations of the Transaction Advisor/Consultant under this invitation for proposal and ToR. Issues such as deployment of key personnel, understanding of the invitation for proposal and ToR, methodology and quality of the work plan shall be discussed during negotiations.
- ii. Prior to the expiry of the period of validity of the offer, the Transaction Advisor/Consultant 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 offer has been accepted.
- iii. Upon receipt of the “LoA”, the Transaction Advisor/Consultant shall return one copy of the LoA duly signed and accepted and stamped by its authorized signatory within 07 working days from the date of issue of LoA and submit performance security deposit within 10 days from the date of issue of LoA, equivalent to 05% (five percent) of the approved professional fees mentioned in LoA, in the form of Bank Guarantee (Annexure-IV) issued 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 45 months from the date of issue of PBG. The Performance Security is to ensure due performance of all obligations of the Transaction Advisor/Consultant under the Contract against an event of default by the Transaction Advisor/Consultant and/or any material breach of its obligations there under.
- iv. The performance security can also be deposited in the form of DD/ Banker’s Cheque of scheduled bank drawn in the favour of Jaipur Metro Rail Corporation Limited, payable at Jaipur.
- v. In case of extension of contract agreement, the Transaction Advisor/Consultant shall extend/submit performance security for an additional period as required plus 09 months in the manner mentioned above.
- vi. The Performance Security Deposit shall not carry any interest during the

tenure of the Lease.

- vii. 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 Transaction Advisor/Consultant on his application within one month after satisfactorily completion of contract.
- viii. The cost of Stamp Duty for execution/ registration of agreement and any other related Legal Documentation charges/incidental charges shall be borne by the engaged Transaction Advisor/Consultant only and such stamp duty will have to be paid in Rajasthan state only.
- ix. The engaged Transaction Advisor/Consultant shall not be entitled to seek any deviation, modification or amendment in the agreement.
- x. Till the signing of the agreement, the LoA shall form a binding contractual agreement between JMRC and the engaged Transaction Advisor/Consultant as per terms of this invitation for proposal and ToR.
- xi. If the prospective Transaction Advisor/Consultant fails to deposit the required Performance 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 invitation for proposal and ToR.
- xii. JMRC shall have the right to invoke and en-cash the amount of Performance Security Deposit in whole or in part, without notice to the Transaction Advisor/Consultant 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 & conditions 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 Transaction Advisor/Consultant.
 - 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 Transaction Advisor/Consultant.
 - d. Any other outstanding JMRC's dues/ claims, which remain

- outstanding after completing the course of action as per this Agreement.
- xiv. In case a part of performance security is forfeited, the Transaction Advisor/Consultant shall replenish the performance security with the same amount for the remaining period of the contract.
 - xv. JMRC shall retain the right to withdraw the LoA in the event of the Transaction Advisor/Consultant's failure to accept the LoA within the limit specified. The Transaction Advisor/Consultant shall not seek any claim, compensation, damages or any other consideration whatsoever on this account.
 - xvi. In case of non-acceptance of LoA or non-deposition of performance security deposit by the Transaction Advisor/Consultant, even after 10 days of issue of LoA and/ or non-signing of agreement within permissible time, JMRC may cancel the LoA at its discretion.
 - xvii. After acknowledgement of the LOA as aforesaid by the selected Transaction Advisor/Consultant, it shall execute the Agreement within the prescribed period. The selected Transaction Advisor/Consultant shall not be entitled to seek any deviation in the Agreement. In the event that the selected Transaction Advisor/Consultant 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 at its discretion.
 - xviii. The Transaction Advisor/Consultant shall commence the Work within seven days of the date of the legal Agreement, or such other date as may be mutually agreed. In the event that the Selected Transaction Advisor/Consultant 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 at its discretion. In such an event, the LoA or the Agreement, as the case may be, may be cancelled /terminated.

6. CONFLICT OF INTEREST

- i. The Transaction Advisor/Consultant shall not have a conflict of interest that may affect the selection process or the Work of Transaction Advisor/consultant (the "Conflict of Interest"). Transaction Advisor/Consultant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the JMRC shall forfeit and appropriate 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 proposal, without prejudice to any other right or remedy that may be available to the JMRC hereunder or otherwise.

- ii. The JMRC requires that the Transaction Advisor/Consultant 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 Transaction Advisor/Consultant 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 Transaction Advisor/Consultant 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 may also to initiate legal action.

7. SCOPE OF WORK & DELIVERABLES:

The Scope of Work services shall inter alia concern various activities with reference to the property development on the land space available at Lal Kothi Marketing Board Land, P.W.D. Dev Nagar Land and Nilay Kunj Extension Land. However, the Transaction Advisor/Consultant may be required to include other necessary tasks, as may be needed for preparing detailed project structuring reports, covering all the aspects involved in the development of the project and its mode of implementation. The deliverables task are identified, as under:

8.1 DELIVERABLE: FEASIBILITY AND PROJECT STRUCTURING REPORT

The Transaction Advisor/ Consultant shall prepare separate Feasibility and Project Structuring Report for each of Land Parcel based upon the Market Demand Assessment, Detailed Survey and Infrastructure Survey conducted by it, laying down various options for development of Land Parcels, as under :

i. Market Assessment

- a) Developing a vision for the proposed facilities/components, keeping in view the location constraints and potential, as well as the possibility of new or existing niche markets and the demand potential.
- b) Identification of potential list of investors/developers/operators who

would be willing to develop the proposed facilities/components.

- c) Benchmarking with reference to proposed facilities/components at similar National/International destinations.
- d) Review of current market scenario for various development options.

ii. Detailed Survey

- a) Total survey and contour mapping of project areas
- b) Area calculations and measurements
- c) Index and location sketches
- d) Utility survey
- e) Site planning, study of landform and existing infrastructure taking into consideration interface with the existing development on the site/adjacent location.
- f) Preparation of base plan based on survey report, contour map and data collected including maps/drawings. Other necessary tasks to be performed in this regard shall include:
 - i. Collecting and updating existing survey details especially with reference to the land use map
 - ii. Identifying and indicating existing roads, water bodies, ground levels and other geographical features
 - iii. Identifying and indicating existing service lines including transmission lines, telephone lines, water supply lines, storm water drainage lines, gas and petroleum lines etc.

iii. Infrastructure Survey

- a) Identifying and enclosing the public and private agencies/organisations that are responsible for providing vital infrastructure in the region such as
 - 1. **Power** : Survey of Power availability like the loads, number of receiving stations, sub-stations and corridors of the area and clearly laying down their physical locations on the plan.
 - 2. **Water, Sewerage and Solid Waste Disposal** : The Transaction Advisor/Consultant should examine provisions in the master plans for water, sewerage and solid waste disposal in the area and survey about their present status.
 - 3. **Telecom** : The Transaction Advisor/Consultant should assess telecom requirements for the proposed facilities/development and identify details of the service providers available in the vicinity.

The Transaction Advisor/Consultant shall co-ordinate with

Government and private agencies as may be required for the above.

- b) Marketing survey and demand assessment for different types of proposed facilities / development.

iv. Conceptual Layout and Cost Estimation

- a) Preparation of conceptual lay outs (including indicative zoning plans of site utilization) of the proposed facilities/developments at Land Parcel 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 for constructions plan
 - (2) Accessibility
 - (3) Location of components with respect to surrounding activities
 - (4) On site infrastructure
 - (5) Applicable Development Control Regulation/Building bylaws

Note:

- 1. Further, all proposed layouts should be prepared taking into consideration applicable policies, which have a direct implication on the property development of the Land Parcel.
 - a) Provide preliminary estimates of the cost of proposed facilities/developments for each Land Parcel.
 - b) Provide preliminary estimates of the revenue projections of proposed facilities/developments for each Land Parcel.
 - c) Provide details of all taxes that would apply to the proposed facilities/ developments for each Land Parcel.
 - d) Provide assessment of acceptable price of lease rentals by potential investors for proposed facilities/developments for each Land Parcel.

v. Clearances and Approvals:

The Transaction Advisor/Consultant shall

- a) Identify necessary approvals and clearances to be obtained for the proposed facilities/ developments for respective Land Parcel, as applicable as per local bylaws, standards & norms.
- b) Assist the Authority in identifying and preparing appropriate documentation to support any applications with regard to (a) above.

vi. Financial Viability Analysis:

The Transaction Advisor/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

The Feasibility and Project Structuring Report shall be submitted to JMRC along with a presentation explaining pros & cons of various options for for each of Land Parcel.

8.2 DELIVERABLE: TERM SHEET

- i. Based on the preliminary project structure and discussions with stake holders separate term sheet(s) will be prepared for each Land Parcel broadly outlining the project structure, broad scope of developer/Bidder, 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 Bidder.
- ii. Norms/regulations of competent authorities wherever applicable will be taken into consideration while preparing the Term Sheet.

8.3 DELIVERABLE: DRAFT BID DOCUMENT & FINAL BID DOCUMENT

The Transaction Advisor/Consultant, in consultation with JMRC shall:

- i. Prepare suitable eligibility criteria (financial and technical eligibility) based on the project requirement and prevailing market condition.
- ii. Prepare Feasibility and Project Structuring Report and Term Sheet, prepare Bid Document comprising of (1) Project Information, (2) Scope of Work, (3) Information & Instructions to Bidders, (4) Terms & Conditions and (5) Draft Agreement for each Land Parcel.

- iii. The Bid Document(s) shall also include rights and obligations of both parties, grant of authorization, authorization period, actions in support of authorization, condition precedents, representation and warranties, implementation framework, project inspection during construction period monitoring, mechanism during project operation duration, information and reporting requirement, force majeure events, events of default, liability & indemnification, insurance, dispute resolution mechanism, termination payments, transfer of assets on completion of project period etc.
- iv. The Draft Bid Document(s) so prepared will be submitted to JMRC for approval. JMRC after deliberations with the Transaction Advisor/ Consultant may suggest some changes in the RFP. Accordingly, the Transaction Advisor/ Consultant shall submit final Bid Document for approval and issuance by JMRC.

8.4 DELIVERABLE: BID PROCESS MANAGEMENT AND SELECTION OF DEVELOPER/ CONCESSIONAIRE

- i. The Transaction Advisor/Consultant will assist JMRC in identifying prospective bidders and send them Bid Document(s) so issued & invite them for Bidding.
- ii. The Transaction Advisor/Consultant will give detailed presentation in pre-bid meeting(s) on behalf of JMRC, assist JMRC in responding to the queries raised during the pre-bid meeting and preparing minutes along with addendum/corrigendum to the bid documents as required.
- iii. The Transaction Advisor/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.
- iv. The Transaction Advisor/Consultant shall assist JMRC in the bid process in issuance of LoA(s) to the successful bidder(s).
- v. The Transaction Advisor/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).
- vi. In case of failure of Bid process in first attempt, the transaction advisor will assist JMRC in floating Bid upto 2 more rounds (total 3 rounds) without any additional cost to JMRC and with or without any

changes in the RFP. The contract will be closed after conclusion of the third round of the bidding with or without success.

8.5 DELIVERABLE: ASSISTANCE IN CONTRACT:

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

- i. To assist JMRC in approving of preliminary plans submitted by selected bidder and prepare Notice to Proceed (NTP);
- ii. To monitor the compliances of contract provisions as per agreement and advise/report to JMRC whenever required, till the issue of occupancy certificate or till 9 months beyond completion of Project; whichever is earlier.
- iii. To assist JMRC in fulfilling statutory requirement, if any.
- iv. To provide monthly progress report to JMRC.

9. CONSULTATION WITH JMRC

- i. JMRC will provide all information/data/details available with JMRC, as may be required for preparation of feasibility report, term sheet, RFP document, etc.
- ii. JMRC will arrange and facilitate meetings of Transaction Advisor/Consultant team with official and other stakeholders as may be required.
- iii. At every stage of activity identified above, JMRC may seek presentation from the Transaction Advisor/Consultant, call them for deliberation and may suggest some changes or provide feedback to the Transaction Advisor/Consultant.
- iv. Transaction Advisor/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.

10. OTHER TERMS & CONDITIONS:

- i. JMRC shall not pay any additional fees to the Transaction Advisor/Consultant in case RFP is to be re-floated upto next 2 rounds, due to failure of process in previous rounds. The Transaction

Advisor/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.

- ii. JMRC will arrange/provide meeting space during meetings/presentations to be held in JMRC.

11. COORDINATION

The Transaction Advisor/Consultant shall nominate a lead representative who shall be the single contact point for the JMRC for all matters related to the implementation of this Work. Following shall be the single contact point for the Transaction Advisor/Consultant for all matters related to coordination between the JMRC and the Transaction Advisor/Consultant with respect to implementation of this Work:

Executive Director (Corporate Affairs)

Jaipur Metro Rail Corporation Limited,
2nd Floor, Wing-A, Admin Building
Metro Depot, Bhrigu path Mansarovar, Jaipur –302020
Tel. No.0141- 2822752, Email: edca@jaipurmetrorail.in

12. TIMELINES AND DELIVERABLES

The Transaction Advisor/Consultant shall follow the time schedule as under:

S.N	Deliverable	Time duration (in days)
1.	Feasibility and Project Structuring Report including product mix and sizing, Market assessment, detailed survey, infrastructure gap assessment, suggestive development plan & its financial viability assessment and Preparation of Term Sheet	15 days from Notice to Proceed (NTP)
2.	Draft RFP document	05 days from approval of DPSR & Term Sheet
3.	Final RFP document	02 days from receipt of comments on the Draft RFP/RFQ by JMRC
4.	Submission of Bid Evaluation Report (Technical & Financial)	03 days after opening of Bid(s) (Technical /financial).
5.	Assistance to JMRC with regard to signing of Contract(s) with the successful bidder(s) & issue of Notice to Proceed (NTP)	Till signing of Contract/concession Agreement(s) & issue of Notice to Proceed.

6.	Assistance to JMRC in monitoring contract compliance	Till obtaining of occupancy certificate or any other certificate as applicable by the concessionaire/ developer or 9 (nine) months beyond completion of project; whichever is earlier.
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13. DURATION & VALIDITY OF CONTRACT

The contract shall begin immediately after signing the contract agreement. The duration of contract shall initially be for 3 years which may be extended by JMRC up to 09 (Nine) months beyond the date of occupancy certificate. The Performance Bank Guarantee (PBG) shall accordingly be extended by the bidder upto the duration of 09 month beyond the date of occupancy certificate of the last concessionaire agreement.

14. EXTENSION OF TIME

- i. The Transaction Advisor/Consultant shall adhere to the time schedule given above. However, JMRC reserves the right to extend and/or change the time schedule on reasonable grounds.
- ii. **Extension of time on Transaction Advisor/Consultant's request:**
The time for the execution of the work shall be deemed to be the essence of the Agreement. If the Transaction Advisor/Consultant 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 Transaction Advisor/Consultant within a reasonably short time thereafter, allow the Transaction Advisor/Consultant for an extension of time upon a written request from the Transaction Advisor/Consultant. On such extension, JMRC will be entitled without prejudice to any other right or remedy available on that behalf to recover from the Transaction Advisor/Consultant, 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).
- iii. **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 Transaction Advisor/Consultant 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 analyse the same and if satisfied that the delay was on account of JMRC, may 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. However, JMRC deserve the right to extend the contract period as required, in case no communication received from the Transaction Advisor/Consultant.

15. LIQUIDATED DAMAGES

- i. Liquidated Damages for delay – In case of delay in execution of work as per the specified time schedule (Clause 12), liquidated damages not exceeding an amount equal to 1% of the total payable amount in respect of the individual land parcel for each week of delay or part thereof shall be recovered from the Transaction Advisor/Consultant unless prior extension of time has been granted by the JMRC under (Clause 14) above.
- ii. 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 in respect of the individual land parcel.

16. PROFESSIONAL FEE [Project Development Fee]

i. FIXED FEE:

Consultancy fees shall be paid to the Transaction Advisor/Consultant for all activities related to survey & bid process management in respect of the individual land parcel. The payment of consultancy fee shall be made as under:

S. N	Mile stones / deliverables for Consultancy Fee	Percentage of consultancy Fee for respective land parcel
1.	Submission of Inception cum Feasibility & Project Structuring Report and Term Sheet.	30%
2.	Submission of draft RFP Document(s)	10%

S. N	Mile stones / deliverables for Consultancy Fee	Percentage of consultancy Fee for respective land parcel
3.	Submission of Final RFP Document(s)	10%
4.	Submission of Technical Bid Evaluation Report	10%
5.	Submission of financial evaluation report	10%
6.	Issuance of Letter of Acceptance (LoA) to Selected Developer/concessionaire & signing of agreement	20%
7.	Contract compliance monitoring (to be paid in 2 equal instalments on completion of 25%, 100% of project	10%

Note: In case of non-occurrence of events at sr. no. 6 and/or 7, no payment on respective part onwards shall be released by JMRC for Project Development fee. Transaction Advisor/Consultant will certify percentage of completion of project during contract compliance monitoring.

ii. SUCCESS FEE

The Transaction Advisor/Consultant shall be eligible for receipt of “success fee” by the developer as specified in the table below:-

One time premium offered by the developer (In Cr.)	Success Fee (INR)
0 to 10 Cr.	0.75% of the onetime premium amount.
More than 10 Cr. upto 20 Cr.	INR 7.50 lacs + 0.50% of the onetime premium amount over & above Rs. 10 Cr.
More than 20 Cr.	INR 12.50 Lacs + 0.25% of the onetime premium amount over & above Rs. 20 Cr.

The Success Fee shall be payable to the Transaction Advisor/Consultant by the selected concessionaire in 3 instalments (50%,25%,25%) as below:

Instalment No.	Event of Payment	Remarks
1 st Instalment (50% of the applicable amount)	Within 30 days from the date of acceptance of LoA, After signing of the concession agreement.	–

2 nd Instalment (25% of the applicable amount)	After first quarter of total construction period defined in concession agreement or after completion of 25% of Project, whichever is later.	Transaction Advisor/Consultant will certify that 25% Project has been completed, subject to the verification by JMRC.
3 rd Instalment (25% of the applicable amount)	At the end of construction period defined in concession agreement or after completion of Project, whichever is later.	Transaction Advisor/ Consultant will certify that Project has been completed in all respect, subject to the verification by JMRC. Occupancy Certificate or any other certificate as applicable, shall be provided by the concessionaire/ developer

Such provision has to be made in the Bid Document/Concession agreement to be prepared by the Transaction Advisor/Consultant.

Note:- In case of withdrawal from the contract by the selected bidder after issuance of LoA, no success fee will be payable to the Transaction Advisor/ Consultant.

17. APPROVALS AND PROGRESS REPORTS

The Transaction Advisor/Consultant 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 Transaction Advisor/Consultant shall discuss and seek approval to various aspects of the study before submission of reports and deliverables.

18. TERMINATION OF CONTRACT AGREEMENT

- i. 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 Transaction Advisor/Consultant 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.
- ii. The JMRC may, by not less than thirty (30) days written notice of termination to the Transaction Advisor/Consultant, terminate the

Contract Agreement if the Transaction Advisor/Consultant 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 12) to the satisfaction of the JMRC. This is without prejudice to any penal action against the Transaction Advisor/Consultant which the JMRC may initiate under Clause 20.

19. RISK & COST

In the event of the Selected Applicant not signing the Contract Agreement in the time specified for the purpose in this ToR, or the Transaction Advisor/Consultant not commencing the Work within the specified time or JMRC terminating the contract in whole or in part as mentioned in Clause 18, the Work may be arranged by JMRC on such terms and in such manner as deemed appropriate and the Transaction Advisor/Consultant shall be liable to JMRC for any cost incurred on such Work by JMRC in excess of the cost as per the LoA.

20. 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 Transaction Advisor/Consultant 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.

21. FORCE MAJEURE

- i. In the event that either or both the Transaction Advisor/Consultant or the JMRC is / are prevented from discharging its/their obligation(s) under the contract by reason of one or more of events such as restraint(s) of people by Government, blockade(s), revolution(s) insurrection(s), mobilization(s), strike(s), lock-out(s), civil commotion(s), riot(s), accident(s), war(s), act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties, the time of the delivery shall be extended by the period equal to the period of delay/constraints occasioned by one or more of the aforesaid Force-Majeure conditions.
- ii. 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.

- iii. In the event of the Force-Majeure condition(s), either party shall have the option to terminate the contract with a notice at least 15 days to other party for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, the JMRC shall not be liable to pay to the Transaction Advisor/Consultant, any compensation towards financial implications arising due to Force Majeure.

22. ARBITRATION

- i. In the event of dispute or difference arising between JMRC and the Transaction Advisor/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 Transaction Advisor/Consultant and representatives of JMRC.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorized signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the sole arbitrator in consultation with the Transaction Advisor/Consultant. 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, venue, seat 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.

23. 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 ToR, the JMRC shall reject a Bid without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively **“Prohibited Practices”**) in the Selection Process. In such an event, the JMRC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security and the Performance Security, and may refund the amount after deduction, mutually agreed genuine pre-estimated compensation and damages payable to the JMRC for, inter alia, time, cost and effort of the JMRC, in regard to the ToR.
- 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 Transaction Advisor/Consultant, 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 Transaction Advisor/Consultant 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 Transaction Advisor/Consultant, 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 signing of this Agreement;
 - b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence signing of this Agreement;
 - c) “undesirable practice” means having a Conflict of Interest.

ANNEXURE – I

FORMAT FOR SUBMISSION OF OFFER LETTER

(On Applicant's Letterhead, as part of Proposal)

To,

Dated

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

Sub: Commercial Proposal for Engagement of Transaction Advisor/ Consultant for Project Structuring and Bid Process Management for Property Development at Land parcels of JMRC.

Ref: JMRC Invitation letter No. _____ Dated: _____ for submission of commercial Proposal

Dear Sir,

1. With reference to your Invitation letter no.dated, I/we, having examined the TOR & all relevant documents including GCC document as available on JMRC website and understood their contents, hereby submit our commercial proposal for Engagement of Transaction Advisor/Consultant for Project Structuring and Bid Process Management for Property Development At Land parcels of JMRC. The commercial proposal is unconditional and unqualified.
2. I/We acknowledge the right of the JMRC to reject my/our commercial proposal 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 or detained 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 date of submission of offer by the Transaction Advisor/Consultant.
5. I/We have studied ToR and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement format (Annexure-V), 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 engagement

process including the award of Work.

6. The commercial proposal submitted by us shall be binding on us.
7. I/We agree and undertake to abide by all the terms and conditions of the ToR.

I/ we submit this commercial proposal under and in accordance with the terms of the ToR and other document.

Yours faithfully,

Date:

(Signature, name and designation of the
Authorised Signatory)

Place:

Name and seal of the Applicant

ANNEXURE – II

STANDARD FORMAT FOR POWER OF ATTORNEY FOR SIGNING THE AGREEMENT

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

POWER OF ATTORNEY FOR SIGNING THE AGREEMENT

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 commercial offer for engagement of Transaction Advisor/ Consultant for Project Structuring and Bid Process Management for Property Development At Land parcels of JMRC, proposed to be developed by Jaipur Metro Rail Corporation Limited (JMRC) including but not limited to signing and submission of all applications, commercial proposal and other documents and writings 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 commercial proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our commercial proposal for the said Contract 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)

Accepted

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

Witnesses:

1.

2.

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.

Alternatively, a Board Resolution authorising the Signatory to sign the Agreement on behalf of the company can also be submitted.

ANNEXURE-III

FORMAT OF FINANCIAL PROPOSAL / BOQ

For Transaction Advisor Service Fees

Item Rate BoQ

Proposal Inviting Authority: Managing Director, Jaipur Metro Rail Corporation Ltd.

Name of Work: Engagement of Transaction Advisor/Consultant for Project Structuring and Bid Process Management for Property Development At Land parcels of JMRC

Invitation Letter No: _____ Dated: _____

Name of the Firm / Company :

(Please enter the Bidder Name and Values only)

PRICE SCHEDULE

NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE in Figures Ex.GST To be entered by the Transaction Advisor/Consultant Rs. P	BASIC RATE in words Ex.GST To be entered by the Transaction Advisor/Consultant
1	2	3	4
1	Services for Project Structuring and Bid Process Management for Property Development of following Land Parcels at as per ToR:		
1.01	Lal Kothi Marketing Board Land (Approx. area 19205 Sq.mtr)		
1.02	P.W.D. Dev Nagar Land (Approx. area 5000 Sq.mtr)		
1.03	Nilay Kunj Extension Land (Approx. area 13000 Sq.mtr)		
Total in Figures and in words			

Terms and Conditions:

1. The Project Development Fee quoted above is/are after taking into consideration all the terms and conditions stated in the Invitation letter, TOR and all the conditions that may affect the proposal.
2. GST shall be extra, as applicable.

Date
PlaceSignature
Name
Designation
Seal of Authorised Signatory

Signature of Agency (Authorised Signatory)



Page 25 of 31

ANNEXURE – IV

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, Bhrigu 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 “Transaction Advisor/Consultant” 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 engagement of Transaction Advisor/ Consultant for Project Structuring and Bid Process Management for Property Development of Land Parcel at _____, and the Transaction Advisor/Consultant 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 Transaction Advisor/Consultant 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 Transaction Advisor/Consultant 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

Transaction Advisor/Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Transaction Advisor/Consultant'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 Transaction Advisor/Consultant 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 Transaction Advisor/Consultant shall have no claim against us for making such payment. On receipt of written demand from JMRC, the (indicate the name of Bank) shall release the payment in the following Bank account of JMRC:

Name of the Beneficiary	Jaipur Metro Rail Corporation Limited
Bank A/c No.	678605111973
IFSC/RTGS Code	ICIC0006786
Bank Name & Address	ICICI BANK Tilak Marg, C-Scheme, Jaipur

In case the above mentioned bank account is not operational due to any reason at that time, the JMRC may intimate another bank account of JMRC to the (indicate the name of Bank) in the written demand notice for this purpose.

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 Transaction Advisor/Consultant 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 Transaction Advisor/Consultant 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 Transaction Advisor/Consultant 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 Transaction Advisor/Consultant or for any forbearance, act or omission on the part of the JMRC or any indulgence by the JMRC to the said Transaction Advisor/Consultant 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 Transaction Advisor/Consultant.
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.(Rupees) 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 2023

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 – V

FORMAT OF AGREEMENT

THIS AGREEMENT is made on this ____ day of ____ two thousand ____ between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 2nd Floor, Admin Buidling, Metro Depot, Bhriugu Path, Mansarovar, Jaipur-302020, hereinafter called the “JMRC” or “Authority” of the one part, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.) represented by ____ (name and designation of representing officer), JMRC, Jaipur,

And

____ (Name of the Transaction Advisor/Consultant) a Company incorporated under the provisions of the Companies Act,, having its registered office at, hereinafter called the “Transaction Advisor/Consultant” of the other part, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.) represented by ____ (name and designation of representing officer).

WHEREAS the JMRC is desirous to engage a Transaction Advisor/Consultant for Project Structuring and Bid Process Management for Property Development At Land parcels of JMRC at Jaipur (Rajasthan), on the terms & conditions mentioned hereunder and as mentioned in the JMRC’s Invitation letter No. _____ Dated: _____ and has approached the Transaction Advisor/Consultant for the purpose;

AND WHEREAS the JMRC is agreeable to engage the transaction advisor/consultant 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/The Letter of Award (LoA) issued by the Corporation in favour of the Transaction Advisor/Consultant
- (ii) The Letter of Award (LoA) issued by the Corporation in favour of the Transaction Advisor/Consultant.
- (iii) Addendum and/or Corrigendum to the ToR and other related documents, if issued by the Corporation.
- (iv) The JMRC's Invitation letter including ToR 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 Transaction Advisor/Consultant shall be responsible for providing project structuring and bid process management services for Property Development of Land Parcel at Lal Kothi Marketing Board Land, P.W.D. Dev Nagar Land and Nilay Kunj Extension at Jaipur (Rajasthan) as per the Terms of Reference (ToR) mentioned in JMRC's invitation letter no. _____ dated _____ and in accordance with the provision of the agreement signed between JMRC and the Transaction Advisor/Consultant.
3. The Transaction Advisor/Consultant shall ensure that all deliverables submitted to JMRC within the timelines as mentioned in Clause 12 of ToR document. Transaction Advisor/Consultant shall be subjected to liquidated damages mentioned in Clause 15 for the delays caused in submission of deliverables.
4. JMRC shall pay the consultancy fee to the Transaction Advisor/Consultant as per the payment scheduled mentioned in Clause 16 of the ToR document. GST and any other taxes, as applicable shall be payable extra by JMRC to the Transaction Advisor/Consultant as per the prevailing rate and rules. All payments to the Transaction Advisor/Consultant shall be subjected to deduction of Tax Deducted at Source (TDS) and any other applicable taxes.
5. That the Transaction Advisor/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 _____ issued by (name of issuing bank branch) in favor of

Jaipur Metro Rail Corporation, Jaipur.

6. That in the event of the Transaction Advisor/Consultant committing any breach of the terms & conditions of this ToR or agreement executed in pursuance to this ToR, 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 Transaction Advisor/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 Transaction Advisor/Consultant, without interest.
7. That the Transaction Advisor/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 Work.
8. That the JMRC shall not be responsible for any loss or damage caused to the Transaction Advisor/Consultant on any accounts whatsoever.
9. The ToR document & LoA issued by JMRC and submitted by Transaction Advisor/Consultant along with its proposal 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 _____(Transaction
Advisor/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.