Jaipur Metro Rail Corporation Limited

BIDDING DOCUMENT

For

Selection of Transaction advisor for Project Structuring and Bid Process Management for the property development at Land Parcels of JMRC

RFP No. F-1(R-224)/JMRC/DC/Rev/2023-24/Land Parcels/7/3769

Dated: 04/10/20233

(UBN – JMR2324SLOB00099) E-bid Id:2023_JMRC_374176_1)

CORRIGENDUM-03

1. Reply to Pre- Bid Queries

&

2. Addendum-1

Jaipur Metro Rail Corporation Limited
(A Govt. of Rajasthan Undertaking)
Office: 2nd Floor, Wing-A, Admin Building, Metro Depot, Brighu Path, Mansarovar, Jaipur-302020

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1. **Reply to Pre-Bid Queries**

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Office: 2nd Floor, Wing-A, Admin Building, Metro Depot, Brighu Path, Mansarovar, Jaipur-302020

JAIPUR METRO

Jaipur Metro Rail Corporation Limited
(A Govt. of RajasthanUndertaking)
2nd Floor, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur 302020 (Rajasthan)
CIN :U60221RJ2010SGC030630
E-Mail: **edca@jaipurmetrorail.in;**Ph: 0141-2822755

No.:- No. F-1(R-224)/JMRC/DC/Rev/2023-24/Land Parcels/ Dated:

Reply in response to Pre-bid queries

Tender Name: Selection of Transaction advisor for Project Structuring and Bid Process Management for the property development at Land Parcels of JMRC.

Date & Time of Pre-Bid Conference: 13/10/2023 at 1200 hours

RFP No:F-1(R-224)/JMRC/DC/Rev/2023-24/Land Parcels/7/3769 Dated: 04/10/20233

UBN No: JMR2324SLOB00099 E-bid Id: 2023_JMRC_374176_1)

The Pre-bid meeting for the RFP No. F-1(R-224)/JMRC/DC/Rev/2023-24/Land Parcels/7/3769 Dated: 04/10/20233 for "Selection of Transaction advisor for Project Structuring and Bid Process Management for the property development at Land Parcels of JMRC" held on 13.10.2023. Details of Queries received from the prospective bidders and reply in response to the pre-bid queries by JMRC is issued as follows:

Reply in response to Pre-bid queries by JMRC is issued as hereunder:

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
1	Clause 2.8.2 iii. (2) Column 2	20	**Evaluation of Technical Bid**: Experience of providing consultancy services for completed or in hand projects during last 7 years from the effective date. (Maximum 15 marks)	It is mentioned that the bidder needs to submit 15 or more projects (completed + on going) to get maximum 15 marks; 1. However we request you to reduce the number of max projects to 10 (completed + on going) to get maximum 15 marks. 2. Please also elaborate the type of services under the "consultancy services" in this context. 3. Are private assignments allowed or only government/PSUs assignments will be considered.	1. Please follow RFP conditions. 2. Please refer Addendum-1 Page -5-R1-1 Definition of "consultancy project " 3. Please refer Addendum-1 Page -5-R1-2 Private assignments are also allowed, if not otherwise mentioned.
2	Clause 2.8.2. iii. (3) Column 2	21	**Evaluation of technical bid:** Experience of providing consultancy services for Real Estate/Land development projects or PPP consultancy projects in last 07 year from the effective date. (Maximum 20+5 marks)	1. Request you to consider ongoing assignments also 2. Are private assignments allowed or only government/PSUs assignments will be considered.	1. Please refer Addendum-1 Page -21-R1-1 2. Please refer Addendum-1 Page -5-R1-2
3	Page No 21; Clause 2.8.2. iii. (5) Column 2	21	**Evaluation of Technical bid:** Average annual consultancy fees receipt of Last 07 Years from the effective date. (Maximum 10 marks)	It is requested to minimize the consultancy fee / Average annual turnover to Rs 10 cr in view of the last 2 to 3 years being effected with various set of events majorly with pandemic, Infrastructure segment is one of the highly impacted sectors and there has not been a substantial progress in new works. XXX, being a specialized firm offering the services as mentioned has also been impacted and in turn had an effect on revenue.	Please refer Addendum-1 Page -21-R1-2
4	Page No 7; Clause 1.2; viii	7	**Schedule of Bidding Process:** Pre-bid Conference: 13/10/2023 at (1200 Hrs) at Chintan Hall, 2nd Floor, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur	We would like to request you kindly to also allow virtual participation for the subject pre-bid meeting as it will enable more number of bidders to participate in the pre-bid. Kindly allow and please share the link for virtual pre-bid too.	Already considered.
5	Page No 7; Clause 1.2; xiii	7	**Schedule of Bidding Process:** Last date and time for online Bid submission: 31/10/2023 (1100 Hrs)	Request you to give us ample time from the date of uploading of pre-bid replies as it would allow us to assemble a comprehensive and competitive proposal demonstrating our credentials of the firm / consortium and the capabilities of our team, that aligns with the bid requirements. So, we request you to extend the due date from 31 Oct to 10 Nov 2023.	Please refer Addendum-1 Page -8-R1

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
6	Additional	-	Consortia/JV	Request you to allow the consortium/JV, as we can submit a competitive and comprehensive proposal. Allowing consortium will allow us to submit a comprehensive and competitive proposal demonstrating the best relevant credentials of the firms/ consortium and the capabilities of our team,that aligns with the bid requirements.	Please refer Addendum-1 Page 9-R1-1& Page 13-R1-1,2 & 3 And other relevant clauses of R1 Document
7	Clause 1.3.1 Table Sr. No. 1 Column 2	9	**ELIGIBILITY CRITERIA OF BIDDERS**: Management Competence: The bidder should be a registered company/ partnership/ proprietary firm and should have been incorporated on or before 30.09.2016 and working in the field of consultancy in India since or before 30.09.2016	1. For International Bidders, we request you to consider - The bidder must be a company incorporated under the respective country's companies Act on or before 30.09.2016 and should have incorporation in India to carry out business. The international bidder can also bid through its wholly owned subsidiary company incorporated and operating in India as of the bid due date. The relevant technical and financial credentials of the parent company shall be accepted subject to issue of authorization for bidding and the parent company undertakes responsibility on behalf of the bidder for completion of work. Kindly confirm. Rationale: • Most of Government tenders allow participation of parent company through their wholly owned subsidiary operating in India. • Further, the wholly owned subsidiary is allowed to bid using technical and financial credentials of the parent company.	Please refer Addendum-1 Page -6-R1 This is National Competitive Bidding (NCB)
8	Clause 1.3.2 Table Sr. No. 1 Column 2	10	**ELIGIBILITY CRITERIA OF BIDDERS**: Technical Competence: Should have completed or in hand minimum 07 similar* /or PPP consultancy projects during the last 7 years since effective date.	For clarity purpose, we request you to modify the cause as follows: Should have completed or in hand minimum 07 similar* /or PPP consultancy projects during the last 7 financial years starting from FY 2016-17. Projects in hand as on 01.04.2016 shall be considered. Please confirm.	Please refer Addendum-1 Page -10-R1-1
9	Clause 1.3.2 Table Sr. No. 2 Column 2	10	**ELIGIBILITY CRITERIA OF BIDDERS**: Technical Competence: Out of above (1), should have completed at least 2 similar/or PPP consultancy projects in last three years from the effective Date	We request you to relax the criteria to consider projects in last 7 years. Modified clause could be as follows: Out of above (1), should have completed at least 2 similar/or PPP consultancy projects in last Seven years from the effective Date. Please confirm. Rationale: In recent years, due to covid and global slowdown there are not much PPP consultancy projects which have been completed. Further this criterion is a subset of Sr. No. 1 which itself considers 7 years of timeline.	Please refer Addendum-1 Page -10-R1-1

<table>
<tr><th>S.No.</th><th>RFP Clause/ Annexure Reference No</th><th>Page no.</th><th>Subject/Title/Existing Clause</th><th>Query / Clarification sought</th><th>Reply from JMRC</th></tr>
<tr><td>10</td><td>Clause 2.8.2. iii. (3) Table Sr. No. 1 Column 2</td><td>21</td><td>Evaluation of Technical bid:
No. of Years of Operation in India in the field of consultancy, as on effective date. (Maximum 10 marks)</td><td>For International Bidders, we request you to consider – No. of Years of Operation in India or any other country in the field of consultancy, as on effective date.
Kindly confirm.</td><td>Please refer Addendum-1 Page -6-R1
This is National Competitive Bidding (NCB)</td></tr>
<tr><td>11</td><td>Clause 2.8.2 iii Table Sr. No. 3 Column 3</td><td>21</td><td>Evaluation of Technical bid:
<table>
<tr><td>Parameter</td><td>Marks</td></tr>
<tr><td>2 completed Projects</td><td>12</td></tr>
<tr><td>More than 2 but less than 5 completed projects</td><td>15</td></tr>
<tr><td>5 or more completed Projects</td><td>20</td></tr>
</table>
Note: - 5 marks will be awarded additionally if any one of the completed project is related to land/real estate property development in transport sector (Airport/ Indian Railways /State Transport corporation/ Metro Rail Corporation, etc) under PPP model.</td><td>We request you to modify the criteria to rationalize the marking and to give equal marks to each completed project. The clause can be modified as follows:
<table>
<tr><td>Parameter</td><td>Marks</td></tr>
<tr><td>1 completed Projects</td><td>5</td></tr>
<tr><td>2 completed Projects</td><td>10</td></tr>
<tr><td>3 completed Projects</td><td>15</td></tr>
<tr><td>4 or more completed Projects</td><td>20</td></tr>
</table></td><td>Please follow RFP conditions.</td></tr>
<tr><td>12</td><td>Clause 2.8.2 iii Table Sr. No. 3 Column 4</td><td>21</td><td>Evaluation of Technical bid:
Completion Certificate from assignor</td><td>In some cases, the Letter of award is issued to the developer, which also signifies the completion of the assignment for the consultant.
Hence, we request you to consider the modified clause as follows: Completion Certificate from assignor or Letter of award issued to developer or Contract agreement signed between developer and assignor</td><td>1.Please refer Addendum-1 Page -5-R1-1
Definition of “Completion Certificate” added.
2. Please refer Addendum-1 Page -21-R1-1</td></tr>
<tr><td>13</td><td>Clause 2.8.2 iii Table Sr. No. 5 Column 3</td><td>21</td><td>Evaluation of Technical bid:
<table>
<tr><td>Parameter</td><td>Marks</td></tr>
<tr><td>Rs. 50 Crore or more but less than Rs. 100 Crore</td><td>6</td></tr>
<tr><td>Rs. 100 Crore or more but less than Rs. 200 Crore</td><td>8</td></tr>
<tr><td>Rs. 200 Crore or more</td><td>10</td></tr>
</table></td><td>We understand that the client’s intention to qualify only qualified bidders sound financial standing to be eligible in the bidding process. However, for a project of fee ranging less than 1 crore, Rs 200 crore Turnover criteria is on the higher side. We request you to relax the criteria to cap the turnover requirement to Rs 100 Crore.
Modified clause could be as follows:
<table>
<tr><td>Parameter</td><td>Marks</td></tr>
<tr><td>Rs. 50 Crore or more but less than Rs. 75 Crore</td><td>6</td></tr>
<tr><td>Rs. 75 Crore or more but less than Rs. 100 Crore</td><td>8</td></tr>
<tr><td>Rs. 100 Crore or more</td><td>10</td></tr>
</table></td><td>Please refer Addendum-1 Page -21-R1-2</td></tr>
<tr><td>14</td><td>Additional Clause</td><td>-</td><td>-</td><td>Joint Venture / Consortium of maximum 3 members to be allowed.</td><td>Please refer Addendum-1 Page 9-R1-1 & Page 13-R1-1,2 & 3
And other relevant clauses of R1 Document</td></tr>
</table>

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
15	Clause 1.2 (vi.)	9	**Schedule of Bidding Process:** Technical bid of only those bidders/applicant shall be opened who has submitted the original DD/BC/BG for cost of bid document/ Tender fee, Bid Security and e-tender Processing Fee in JMRC office within the date & time as mentioned in Schedule of Bidding Process.	We request the authority to kindly allow the submission of original DD/BC/BG within 03 days from the submission of Bid due date.	Please follow RFP conditions
16	Clause 1.3.1 Table Sr. No. 4 Column 2	10	**<u>Eligibility Criteria of Bidders:</u>** Management Competence: The Bidder should have minimum 05 Senior Management level experts and 2 associates. (1) PPP Expert (2) Real Estate / Infrastructure Expert (3) Finance Analyst (4) Architecture / Planner (5) Legal Expert (6) 2 Associates	We request the authority to kindly allow us to outsource the architect / Planner and associates. As having all these Experts on the Payroll before the Bid due date, seeing the quantum of project it is difficult to get them on the sole purpose to bid. Further, these experts being the topmost profile would adhere to the negative cashflow to the consultant before the starting of the Project. **We kindly request the competent authority to amend the referred clause.**	Please refer Addendum-1 Page -10-R1-1
17	Clause 1.3.2 Table Sr. No. 1 Column 2	10	**<u>Eligibility Criteria of Bidders:</u>** Technical Competence: Should have completed or in hand minimum 07 similar* /or PPP consultancy projects during the last 7 years since effective date.	We would like to request to request the authority to kindly elaborate the definition of Similar Projects.	Please refer Addendum-1 Page -5-R1-1 Definition; Similar Work/ Project.
18	Clause 2.8.2 iii Table Sr. No. 3 Column 3	21	**<u>Evaluation of Technical Bid:</u>Note-** 5 marks will be awarded additionally if any one of the completed project is related to land/real estate property development in transport sector (Airport/Indian Railways / State Transport corporation/Metro Rail Corporation, etc) under PPP model.	We suggest the authority to kindly add Infrastructure sector projects as well and read the clause as: 5 marks will be awarded additionally if any one of the completed project is related to land/real estate property development**/PPP assignments** in transport sector (Airport/Indian Railways / State Transport corporation/Metro Rail Corporation/ other **infrastructure projects**, etc) under PPP model.	No Change. Please follow RFP conditions
19	Clause 2.8.2 iii Table Sr. No. 4 Column 3	21	**<u>Evaluation of Technical Bid:</u>Note-** 2 marks will be awarded additionally if any of above completed project is related to land/real estate property development in transport sector (Airport/Indian Railways/State Transport corporation/ Metro Rail Corporation, etc) under PPP model.	We suggest the authority to kindly add Infrastructure sector projects as well and read the clause as: 2 marks will be awarded additionally if any of above completed project is related to land/real estate property development**/PPP assignments** in transport sector (Airport/Indian Railways/State Transport corporation/ Metro Rail Corporation**/** other **infrastructure projects**, etc) under PPP model.	No Change. Please follow RFP conditions

<table>
<tr><th>S.No.</th><th>RFP Clause/ Annexure Reference No</th><th>Page no.</th><th>Subject/Title/Existing Clause</th><th>Query / Clarification sought</th><th>Reply from JMRC</th></tr>
<tr><td>20</td><td>Clause 2.8.2 iii Table Sr. No. 5 Column 3</td><td>21</td><td><u>Evaluation of Technical Bid:</u>
Average annual consultancy fees receipt of Last 07 Years from the effective date (Maximum 10 marks)<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Rs. 50 Crore or more but less than Rs. 100 Crore</td><td>6</td></tr><tr><td>Rs. 100 Crore or more but less than Rs. 200 Crore</td><td>8</td></tr><tr><td>Rs. 200 Crore or more</td><td>10</td></tr></table></td><td>As the projected fees of the consultant is around Rs. 70 Lakhs. We suggest the authority to kindly decide the turnover criteria w.r.t to the same.
"As per Manual for Procurement for procurement of Consultancy and Other Services (June 2022) Page 78 Clause 5.2.10 Stated that It is also noted that while selecting consultants, some procuring entities are keeping the minimum qualifying turnover at the level of 5-10 times of the estimated cost of the consultancy work. This, prima facie, appears high. Higher qualification criteria increase the likelihood of adequate experience/ capacity but reduce the competition; if set unduly high they may increase the cost without any improvement in quality. It is suggested that the criteria should be fixed on a reasonable basis while drafting tender documents and such higher minimum qualifying turnover should be kept only, if adequately Justified."<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Rs. 07 Crore or more but less than Rs. 10 Crore</td><td>6</td></tr><tr><td>Rs. 10 Crore or more but less than Rs. 15 Crore</td><td>8</td></tr><tr><td>Rs. 15 Crore or more</td><td>10</td></tr></table></td><td>Please refer Addendum-1 Page -21-R1-2</td></tr>
<tr><td>21</td><td>Clause 1.3.1 Table Sr. No. 1 Column 2</td><td>09</td><td><u>Eligibility Criteria of Bidders:</u>
Management Competence:The bidder should be a registered company/ partnership/ proprietary firm and should have been incorporated on or before 30.09.2016 and working in the field of consultancy in India since or before 30.09.2016</td><td>In order to have wide ranged competition it is requested to consider those international firms also in this assignments who have been working in India through its subsidiaries.

It is therefore requested to allow such bidders who have been operating in India through Indian subsidiaries wherein the International entity was established in its own country before 30.09.2016.
Fully owned Indian subsidiary may be allowed to bid using technical and financial credentials of the parent company.</td><td>Please refer Addendum-1 Page -6-R1

This is National Competitive Bidding (NCB)</td></tr>
<tr><td>22</td><td>Clause 1.3.1 Table Sr. No. 4 Column 2</td><td>10</td><td><u>Eligibility Criteria of Bidders:</u>
Management Competence:
The Bidder should have minimum 05 Senior Management level experts and 2 associates.
1.PPP Expert
2.Real Estate / Infrastructure Expert
3.Finance Analyst
4.Architecture / Planner
5.Legal Expert
6.2 associates</td><td>We understand that in present context consulting agency may hire also particular specialised consultants rather than deploying senior management person from company and this is accepted in all procurement, with affidavit that specialized person will be available for this assignment for the duration specified in the agreement.</td><td>Please refer Addendum-1 Page -10-R1-1</td></tr>
</table>

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
23	Clause 1.3.2 Table Sr. No. 1 Column 2	10	**Eligibility Criteria of Bidders:** Technical Competence: Should have completed or in hand minimum 07 similar* /or PPP consultancy projects during the last 7 years since effective date.	We requests you do the following change: Bidder must have substantially completed or completed similar 7 or PPP consultancy works in last seven financial years during **last ten years. (please extend the range to ten years as** two to three years at many places works were held in covid **)** Also please make **effective date as date of submission of the bid document (i.e. it is requested to kindly change it from 30.9.2023 to actual date of submission of the bid)**	Please refer Addendum-1 Page -10-R1-1 Please refer Addendum-1 Page -5-R1-1. Definition; effective date.
24	Clause 1.3.2 Table Sr. No. 1 Column 2	10	**Eligibility Criteria of Bidders:** Technical Competence: Should have completed or in hand minimum 07 similar* /or PPP consultancy projects during the last 7 years since effective date.	**PPP Consultancy** – we understand that government funded infrastructure projects undertaken by consulting agency wherein concessionaire was hired based on the basis of VGF (Viability gap funding) will also be considered in present context.	Please refer Addendum-1 Page -5-R1-2. Definition; "Public Private Partnership "PPP"
25	Clause 1.3.2 Table Sr. No. 1 Column 2	10	**Eligibility Criteria of Bidders:** Technical Competence: Should have completed or in hand minimum 07 similar* /or PPP consultancy projects during the last 7 years since effective date.	In case bidder is having nationwide / state wide infrastructure projects in a main contract and there are multiple projects coming up on PPP model along with other services within the main contract, we understand that for the sake of experience in the present context, stand along projects planned and awarded to operator (Concessionaire) shall be considered separately for experience purposes.	Please refer Addendum-1 Page -5-R1-1 Definition; Consultancy project. Definition; project.
26	Clause 1.3.2 Table Sr. No. 3 Column 2	10	**Eligibility Criteria of Bidders:** Technical Competence: Out of above (1), should have completed or in hand at least 1 similar/or PPP consultancy projects from Government /public sector undertaking of any of the state or central Government each of Rs. 50 Crore or above project value up to the effective Date.	In case there are multiple concessionaire finalized in a single consultancy contract (as in present case three different operators may be there), there value will be clubbed for the sake of ascertaining qualifications. Kindly confirm.	Please refer Addendum-1 Page -5-R1-1 Definition; Consultancy project.
27	Clause 2.8.2 iii. Table sr. no. 1 Column 2	20	**Evaluation of Technical Bid:** No. of Years of Operation in India in the field of consultancy, as on effective date. (Maximum 10 marks)	For international bidders bidder clause shall be modified accordingly.	Please refer Addendum-1 Page -6-R1 This is National Competitive Bidding (NCB)
28	Clause 2.8.2 iii Table Sr. No. 3 Column 3	21	**Evaluation of Technical Bid:** Parameter: 2 completed Projects — Marks: 12	It is a kind request to the concerned authority to please make the following changes in the parameter: 1. completed project – 10 marks 2. completed project – 12.5 marks 3. completed project – 15 marks	No Change. Please follow RFP conditions.

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
			More than 2 but less than 5 completed projects — 15 5 or more completed Projects — 20 Note: - 5 marks will be awarded additionally if any one of the completed project is related to land/real estate property development in transport sector (Airport/ Indian Railways /State Transport corporation/ Metro Rail Corporation, etc) under PPP model.	4. or more completed project – 20 marks	
29	Additional		-	We request you to please allow joint venture or consortium to the max of 3 bidders.	Please refer Addendum-1 Page 9-R1-1 & Page 13-R1-1,2 & 3 And other relevant clauses of R1 Document
30	Clause 2.8.2 iii Table Sr. No. 3 Column 4	21	**Evaluation of Technical Bid:** Completion Certificate from assignor	We understand that in multi tasked assignments undertaken by the consultant wherein appointment of concessionaire is one of the task, letter of award to the concessionaire shall be deemed as experience in present context. This spirit is also highlighted at page – 10, point 1.3.2 point 1- " completion certificate from the assignee or **copy of agreement / allotment letter** issued up to the effective date.	Please refer Addendum-1 Page 5-R1-1 Definition; Consultancy project, completion certificate and Project. Please refer Addendum-1 Page -21-R1-1
31	Clause 2.8.2 iii Table Sr. No. 5 Column 3	21	**Evaluation of Technical Bid:** **Parameter** — **Marks** Rs. 50 Crore or more but less than Rs. 100 Crore — 6 Rs. 100 Crore or more but less than Rs. 200 Crore — 8 Rs. 200 Crore or more — 10	It is requested that assignments undertaken by the bidders may be clubbed together to arrive at this cost criteria, rather than assigning marks on the basis of a single project. This makes sense as in the present tenders also there are separate three land parcels to be taken care of.	Please refer Addendum-1 Page -21-R1-2 Please refer Addendum-1 Page -5-R1-1 Definition; Project
32	Additional		-	allow Joint Venture of maximum of 3 members	Please refer Addendum-1 Page 9-R1-1 & Page 13-R1-1,2 & 3 And other relevant clauses of R1 Document

<table>
<tr><th>S.No.</th><th>RFP Clause/ Annexure Reference No</th><th>Page no.</th><th>Subject/Title/Existing Clause</th><th>Query / Clarification sought</th><th>Reply from JMRC</th></tr>
<tr><td>33</td><td colspan="3">In the Page no. 20, Clause No. 2.8.6 "Evaluation of Technical bid", Table iii, Sr. No. 4 in Page no. 21, which states "Experience of providing consultancy services for at least one similar PPP consultancy completed or in hand projects of Real Estate/ Land development from any of the state Government's/ Central Government's/ department/PSU (for at Least 01 project) (Maximum 10+2 marks)"</td><td>To change the parameter & the marks allotted as given in the table below:
<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Project value >Rs. 50 < 75 Crores</td><td>6</td></tr><tr><td>Project value > Rs.75 < 100 Crores</td><td>8</td></tr><tr><td>Project value >Rs. 100 Crores</td><td>10</td></tr></table></td><td>Please refer Addendum-1 Page -21-R1-2</td></tr>
<tr><td>34</td><td>Clause 1.3.2 Table Sr. No. 1,2,3,4 Column 2</td><td>10</td><td><u>Eligibility Criteria of Bidders:</u>
Technical Competence:
1. Should have completed or in hand minimum 07 similar* /or PPP consultancy projects during the last 7 years since effective date.
2. Out of above (1), should have completed at least 2 similar/or PPP consultancy projects in last three years from the effective Date
3. Out of above (1), should have completed or in hand at least 1 similar/or PPP consultancy projects from Government /public sector undertaking of any of the state or central government(s) each of Rs. 50 Crore or above project value up to the effective Date.
4. Out of above (1) completed one similar consultancy project under PPP model.</td><td>The Minimum Eligibility clause under point 1 is very stringent and may prevent participation of suitable consultants who are currently working on various prestigious Metro Projects. Therefore, to promote healthy participation, we request the Client to kindly modify the clause as under: Kindly allow the work experience of DPR, DDC and supervision in Metro/ Railways/ Highway Projects.
As per point no. 1, we request Client to provide the Definition of similar work.</td><td>Please refer Addendum-1 Page -5-R1-2 Definition;Similar work/Project</td></tr>
<tr><td>35</td><td>additional</td><td>-</td><td>JV/Consortium Criteria</td><td>As per the RFP Documents no Criteria is mention for JV/Consortium. So, we request to client kindly allow consultants to participate in JV/Consortium.</td><td>Please refer Addendum-1 Page 9-R1-1 & Page 13-R1-1,2 & 3
And other relevant clauses of R1 Document</td></tr>
<tr><td>36</td><td>Clause 2.9</td><td>28</td><td>Conflict of Interest</td><td>Considering 2 of the sites to be developed are in near vicinity of alignment for Phase-2, Kindly clarify if there will be conflict with DDC/GC projects for phase -2.</td><td>No Change.
Please follow RFP conditions</td></tr>
<tr><td>37</td><td>Clause 2.8.2 iii Table Sr. No. 5 Column 3</td><td>21</td><td>Evaluation of Technical Bid
<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Rs. 50 Crore or more but less than Rs. 100 Crore</td><td>6</td></tr><tr><td>Rs. 100 Crore or more but less than Rs. 200 Crore</td><td>8</td></tr><tr><td>Rs. 200 Crore or more</td><td>10</td></tr></table></td><td>The average annual consultancy fees requirement criteria is on higher side for a wholly Indian owned company. So, we request the Client to kindly relax the clause to promote participation of Indian Firms in line with Make in India initiative and revise it as under:
<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Rs. 50 Crore or more but less than Rs. 75 Crore</td><td>6</td></tr><tr><td>Rs. 75 Crore or more but less than Rs. 100 Crore</td><td>8</td></tr><tr><td>Rs. 100 Crore or more</td><td>10</td></tr></table></td><td>Please refer Addendum-1 Page -21-R1-2</td></tr>
</table>

<table>
<tr><th>S.No.</th><th>RFP Clause/ Annexure Reference No</th><th>Page no.</th><th>Subject/Title/Existing Clause</th><th>Query / Clarification sought</th><th>Reply from JMRC</th></tr>
<tr><td>38</td><td>Clause 3.7.1</td><td>40</td><td>Professional Fee [Project Development Fee]
Fixed Fee:
<table>
<tr><th>S. No</th><th>Mile stones / deliverables</th><th>Percentage of consultancy Fee Payable to the Consultant for respective land parcel</th></tr>
<tr><td>1.</td><td>Submission of Inception Report</td><td>10%</td></tr>
<tr><td>2.</td><td>Submission of Feasibility Report</td><td>10%</td></tr>
<tr><td>3.</td><td>Detailed Project Structuring Report DSPR</td><td>10%</td></tr>
<tr><td>4.</td><td>Submission of Term Sheet and draft RFP</td><td>10%</td></tr>
<tr><td>5.</td><td>Submission of Final RFP Document(s)</td><td>10%</td></tr>
<tr><td>6.</td><td>Submission of Technical Bid Evaluation Report</td><td>10%</td></tr>
<tr><td>7.</td><td>Submission of financial evaluation report.</td><td>10%</td></tr>
<tr><td>8.</td><td>Issuance of Letter of Acceptance (LoA) to Selected Developer/concessionaire & signing of agreement</td><td>10%</td></tr>
<tr><td>9.</td><td>Contract compliance monitoring (to be paid in 3 equal instalments on completion of 25%, 75% & 100% of project)</td><td>20%</td></tr>
</table></td>
<td>The Fixed Fee Criteria are quite stringent. So, we request to client Kindly considered this as Fixed Payment Schedule:
<table>
<tr><th>S. No</th><th>Mile stones / deliverables</th><th>Percentage of consultancy Fee Payable to the Consultant for respective land parcel</th></tr>
<tr><td>1.</td><td>Submission of Inception Report</td><td>15%</td></tr>
<tr><td>2.</td><td>Submission of Feasibility Report</td><td>15%</td></tr>
<tr><td>3.</td><td>Detailed Project Structuring Report DSPR</td><td>15%</td></tr>
<tr><td>4.</td><td>Submission of Term Sheet and draft RFP</td><td>15%</td></tr>
<tr><td>5.</td><td>Submission of Final RFP Document(s)</td><td>10%</td></tr>
<tr><td>6.</td><td>Submission of Technical Bid Evaluation Report</td><td>10%</td></tr>
<tr><td>7.</td><td>Submission of financial evaluation report.</td><td>10%</td></tr>
<tr><td>8.</td><td>Issuance of Letter of Acceptance (LoA) to Selected Developer/ concessionaire & signing of agreement</td><td>10%</td></tr>
</table></td>
<td>Please refer Addendum-1 Page -40-R1</td></tr>
</table>

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<tr><th>S.No.</th><th>RFP Clause/ Annexure Reference No</th><th>Page no.</th><th>Subject/Title/Existing Clause</th><th>Query / Clarification sought</th><th>Reply from JMRC</th></tr>
<tr><td>39</td><td>Clause 1.2; Table sr. no xiii</td><td>8</td><td>Schedule of Bidding Process:Last date and time for online Bid submission: 31/10/2023 (1100 Hrs)</td><td>We request client to kindly keep the submission date by at least 3 weeks after issuing replies of pre bid queries so that all bidders have ample time to compile and submit a competitive Proposal.</td><td>Please refer Addendum-1 Page -8-R1</td></tr>
<tr><td>40</td><td>-</td><td colspan="2">PPP (Public Private Partnership) Definition Understanding of PPP and Other Types of PPP Projects such as LDOT, etc</td><td>As per our understanding, the definition of PPP and its variants will be followed as per the definition adopted by Department of Economic Affairs, GoI.
As per Department of Economic Affairs, GOI "Public Private Partnership "PPP" is a form of fixed-term contractual arrangement between a public entity on one side and a private entity on the other, for the provision of public assets and/or public services through investments being made and/or management being undertaken by the private entity, may or may not require payment of fee by users, and its includes following types of projects like Annuity, BOLT, BOO, BOOST, BOOT, DBFO, Lease, DBOT, LDOT, O&M Contract, Management Contract, etc"
LDOT (Lease Develop, Operate, Transfer) as per Department of Economic Affairs, GOI is, "In this type of PPP arrangement, assets are leased out to the private sector under specific terms, to operate and maintain the asset for the term of the concession period, after which the assets are transferred to the authority".</td><td>Please refer Addendum-1 Page -5-R1-2
Definition; "Public Private Partnership "PPP"</td></tr>
<tr><td>41</td><td>Clause 1.3.2 Table Sr. No. 1,2,3,4 Column 1 & 2</td><td>10</td><td>Eligibility Criteria of Bidders:
Technical Competence:<table><tr><th>S.No.</th><th>Eligibility</th></tr><tr><td>1</td><td>Should have completed or in hand minimum 07 similar* /or PPP consultancy projects during the last 7 years since effective date</td></tr><tr><td>2</td><td>Out of above (1), should have completed at least 2 similar/or PPP consultancy projects in last three years from the effective Date</td></tr></table></td><td>Proposed/Suggested Clause:<table><tr><th>S.No.</th><th>Eligibility</th></tr><tr><td>1</td><td>Should have completed or in hand minimum 07 similar /or PPP consultancy projects</td></tr><tr><td>2-4</td><td>No Change Proposed</td></tr></table>We suggest that this limitation of 7 years should be either removed or revised to 15 years as
1) The experience preferred/desired by JMRC of the consultancy firms as per clause no 2.8.2.iii (1) is 15 years. Thus project completed for last 15 should be considered.
2) Clause No 1.3.2. (2), takes care of the concern that the bidder is executing similar projects in recent years.</td><td>Please refer Addendum-1 Page -10-R1-1</td></tr>
</table>

<table>
<tr><th>S.No.</th><th>RFP Clause/ Annexure Referenc e No</th><th>Page no.</th><th>Subject/Title/Existing Clause</th><th>Query / Clarification sought</th><th>Reply from JMRC</th></tr>
<tr><td></td><td></td><td></td><td><table><tr><td>3</td><td>Out of above (1), should have completed or in hand at least 1 similar/or PPP consultancy projects from Government /public sector undertaking of any of the state or central government(s) each of Rs. 50 Crore or above project value up to the effective Date.</td></tr><tr><td>4</td><td>Out of above (1) completed one similar consultancy project under PPP model</td></tr></table></td><td>3) Last 7 years also include covid period during which government projects were stalled and companies were also facing problem.</td><td></td></tr>
<tr><td>42</td><td>Clause 2.8.2 iii Table Sr. No. 4 Column 3</td><td>21</td><td>Evaluation of Technical Bid<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Project Value=>Rs. 50 < 200 Crores</td><td>5</td></tr><tr><td>Project Value=>Rs. 200 < 500 Crores</td><td>8</td></tr><tr><td>Project Value >Rs. 500 Crores</td><td>10</td></tr></table>Note: - 2 marks will be awarded additionally if any of above completed project is related to land/real estate property development in transport sector (Airport/Indian Railways/State Transport corporation/ Metro Rail Corporation, etc) under PPP model.</td><td>Price Escalation of executed works during previous years should be provided to bring the previous executed works to the current price level. This is a standard practice followed by Government Agencies across sectors to ensure fair competition. Relevant pages from the Tender Document of PHED (NIT No 04/2021-22) are attached for reference. As per normal practice, an additional weightage @ 10% per year is given to the cost of executed consultancy works during previous years to bring the same to current price level to account for price escalation over the years as illustrated below:<table><tr><th>Years</th><th>Multiplier for determining Effective Cost of executed Work at 2023-24 price level</th></tr><tr><td>2022-23</td><td>1.0 x Project Cost</td></tr><tr><td>2021-22</td><td>1.1 x Project Cost</td></tr><tr><td>2020-21</td><td>1.21 x Project Cost</td></tr><tr><td>2019-20</td><td>1.33 x Project Cost</td></tr><tr><td>2018-19</td><td>1.46 x Project Cost</td></tr><tr><td>2017-18</td><td>1.61 x Project Cost</td></tr><tr><td>2016-17</td><td>1.77 x Project Cost</td></tr><tr><td>2015-16</td><td>1.95 x Project Cost</td></tr><tr><td>2014-15</td><td>2.14 x Project Cost</td></tr><tr><td>2013-14</td><td>2.36 x Project Cost</td></tr><tr><td>2012-13</td><td>2.59 x Project Cost</td></tr><tr><td>2011-12</td><td>2.85 x Project Cost</td></tr><tr><td>2010-11</td><td>3.14 x Project Cost</td></tr><tr><td>2009-10</td><td>3.45 x Project Cost</td></tr><tr><td>2008-09</td><td>3.80 x Project Cost</td></tr></table></td><td>Please refer Addendum-1 Page -21-R1-2

Inflation is considered</td></tr>
</table>

<table>
<tr><th>S.No.</th><th>RFP Clause/ Annexure Reference No</th><th>Page no.</th><th>Subject/Title/Existing Clause</th><th>Query / Clarification sought</th><th>Reply from JMRC</th></tr>
<tr><td>43</td><td>Clause 2.8.2 iii Table Sr. No. 5 Column 3</td><td>21</td><td>Evaluation of Technical Bid:
<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Rs. 50 Crore or more but less than Rs. 100 Crore</td><td>6</td></tr><tr><td>Rs. 100 Crore or more but less than Rs. 200 Crore</td><td>8</td></tr><tr><td>Rs. 200 Crore or more</td><td>10</td></tr></table></td><td>As per Clause 1.2 (v) Estimated value of this consultancy assignment is Rs 70.27 Lakhs. Whereas the requirement of average annual consultancy fees receipt to score maximum marks has been kept at more than Rs 200 Crores which is about 28400% higher than the Estimated Assignment Value i.e. Rs 70.27 Lakhs.
As per CVC Guidelines, the prescribed benchmark for Average Annual Turnover is 30% of the Estimated Assignment Value. Keeping it this high will curtail the competition and is restrictive in nature.
In view of this, we suggest that average annual consultancy fee requirement for securing maximum 10 marks should not be more than 500% of the Estimated Assignment Value.
Proposed/suggested Clause for Average Annual consultancy fee receipt for last 07 years is as follows:
<table><tr><th>S.No</th><th>Parameter</th><th>Marks</th></tr><tr><td>1</td><td>Rs 70.27 Lakhs or more but less than Rs 150 Lakhs</td><td>6</td></tr><tr><td>2</td><td>Rs 150 Lakhs or more but less than Rs 350 Lakhs</td><td>8</td></tr><tr><td>3</td><td>Rs 350 Lakhs or more</td><td>10</td></tr></table></td><td>Please refer Addendum-1 Page -21-R1-2</td></tr>
<tr><td>44</td><td>Clause 2.8.2 iii Table Sr. No. 6 Column 3</td><td>21</td><td>Evaluation of Technical Bid:
Key Staff Proposed for the Project (Maximum 23 marks)
<table><tr><th>Parameter</th><th></th><th>Marks</th></tr><tr><td rowspan="2">PPP Expert: MBA /PGDM/ Masters in Urban Planning or equivalent and must have worked as team leader for providing consultancy services and must have experience of drafting RFP & concession agreements for minimum 2 real estate PPP basis Projects</td><td>Experience of 7-10 Years</td><td>3</td></tr><tr><td>Experience more than 10 Years</td><td>5</td></tr></table></td><td>We understand that PPP experience for PPP expert, Finance Analyst Expert and Legal Expert is desirable for such projects. However, keeping the same expectation from civil engineer, architect, etc is not relevant rather experience of working for Government Agencies would be more relevant and appropriate.
Therefore, it is suggested that requirement of experience of projects under PPP model for civil engineers, architect, etc is not relevant and should be removed and experience of working for Government Agencies should be added.
Proposed/suggested Clause:
Architect/Planner: Masters in Architect or town planning or urban planning having experience of minimum 7 years, and must have experience of consultancy for minimum 2 land development/ real estate projects for Government Department/ Agencies.</td><td>No Change.
Please follow RFP conditions</td></tr>
</table>

<table>
<tr><th>S.No.</th><th>RFP Clause/ Annexure Reference No</th><th>Page no.</th><th colspan="3">Subject/Title/Existing Clause</th><th>Query / Clarification sought</th><th>Reply from JMRC</th></tr>
<tr><td rowspan="5"></td><td rowspan="5"></td><td rowspan="5"></td><td rowspan="2">Real Estate Infrastructure expert MBA/ Civil Engineer and must have worked as team leader/ member for providing consultancy services for minimum 2 real estate PPP basis Projects</td><td>Experience of 7-10 Years</td><td>3</td><td rowspan="5">Real Estate Infrastructure expert: MBA/ Civil Engineer and must have worked as team leader/member for providing consultancy services for minimum 2 real estate for Government Department/ Agencies

Associate: (Two) one should be MBA/PGDM/PG in Commerce or equivalent; and the other should be B. Tech. in Civil Engineering/ B. Arch.) or equivalent having experience of minimum 5 years, and must have worked as team member for providing consultancy services for minimum 2 land development/ Real Estate Projects for Government Department/Agencies</td><td rowspan="5"></td></tr>
<tr><td>Experience more than 10 Years</td><td>5</td></tr>
<tr><td colspan="2">Finance Analyst Expert: MBA/PGDM in finance or CA or equivalent with at least having experience of minimum 7 years and must have worked as team member for providing consultancy services for minimum 2 real estate PPP basis Projects</td><td>3</td></tr>
<tr><td colspan="2">Architect/Planner: Masters in Architect or town planning or urban planning having experience of minimum 7 years, and must have experience of consultancy for minimum 2 land development/ real estate Projects under PPP Model</td><td>3</td></tr>
<tr><td colspan="2">Legal Expert: Graduate in Law having experience of minimum 7 years, and must have experience in drafting bid documents, concession agreements for minimum 2 land development Projects under PPP Model</td><td>3</td></tr>
</table>

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
			Associate: (Two) one should be MBA/PGDM/PG in Commerce or equivalent; and the other should be B. Tech. in Civil Engineering/ B. Arch.) or equivalent having experience of minimum 5 years, and must have worked as team member for providing consultancy services for minimum 2 land development/ Real Estate Projects under PPP Model — 2 (2 for each)		
45	Additional	-	Experience of providing PPP consulting services in the State of Rajasthan.	Since, regional dynamics play an important role in every project, execution of assignment is will be different from executing projects in other cities such as Mumbai, Bangalore, Hyderabad, etc. Thus we **propose/suggest** addition of following clause with weightage of 5 marks in evaluation: **"Experience of providing consulting services for at least one similar PPP consultancy project in the State of Rajasthan" (5 Marks)**	No Change. Please follow RFP conditions
46	Clause 3.2.9 Sub-clause (d)	36	**Other Terms & Conditions**: In case the consultant do not have an already functioning office at Jaipur, the consultant will establish its office at its own expense & intimate to JMRC before signing of agreement. The office will remain working in Jaipur till signing of last concession agreement against this Project.	Since, Consultant has to do Contract compliance monitoring, and looking at its importance for successful completion of project, due weightage or marks may be given to companies with office in Jaipur under Clause No 2.8.2 (Evaluation of Technical Bid) Thus we **propose/suggest** addition of following clause with weightage of 5 marks in evaluation: **"Bidders Office is functional at Jaipur, Rajasthan Location for more than 10 years" (5 Marks)**	No Change. Please follow RFP conditions
47	Clause 2.8.4	24	**Combined and Final Evaluation:** i. Bids will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: S= ST x 0.7 + SF x 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.	The evaluation matrix is very comprehensive and the quality aspect is covered in detail. Thus, disproportionate weightage to technical score may be avoided as it may lead to financial loss to JMRC & discourage official efficiency on bidder's part. **Please consider revising the evaluation formulae as per below:** **S=ST x 0.6 + SF x 0.4**	No Change. Please follow RFP conditions

<table>
<tr><th>S.No.</th><th>RFP Clause/ Annexure Referenc e No</th><th>Page no.</th><th>Subject/Title/Existing Clause</th><th>Query / Clarification sought</th><th>Reply from JMRC</th></tr>
<tr><td>48</td><td>Clause 3.2.9 Sub-clause (b)</td><td>36</td><td>Other Terms & Conditions: JMRC may remove/add any of the Land Parcel from the scope of consultancy as per its requirement at the time of award of contract. JMRC may also reduce area of any of land space. In such case, the applicable consultancy fees shall accordingly be revised proportionately & shall be released for respective land space.</td><td>JMRC may remove/add any of the Land Parcel from the scope of consultancy as per its requirement at the time of award of contract. JMRC may also reduce area of any of land space. In such cases, the applicable consultancy fees shall accordingly be revised proportionately & shall be released for respective land space and for the respective payment milestones</td><td>No Change.
Please follow RFP conditions</td></tr>
<tr><td>49</td><td>Clause 3.3</td><td>37-38</td><td>Timelines & Deliverables
The Agency shall follow the time schedule as under:
<table>
<tr><th>S. N.</th><th>Deliverable</th><th>Time duration (in days)</th></tr>
<tr><td>1.</td><td>Inception Report</td><td>20 days from Notice to Proceed (NTP)</td></tr>
<tr><td>2.</td><td>Feasibility Report including product mix and sizing, Market assessment, detailed survey and investigations &infrastructure gap assessment</td><td>20 days from date of issuance of comments by JMRC on inception report.</td></tr>
<tr><td>3.</td><td>Suggestive development plan &its financial viability assessment along with DPSR</td><td>10 days from approval/ comments from JMRC on feasibility report.</td></tr>
<tr><td>4.</td><td>Preparation of Term Sheet</td><td>10 days after approval/ comments from JMRC on DPSR</td></tr>
<tr><td>5.</td><td>Draft RFP document</td><td>10 days from approval of Term Sheet</td></tr>
</table></td><td>Proposed/Suggested Clause
<table>
<tr><th>Deliverable</th><th>Time Duration (in days)</th></tr>
<tr><td>Inception Report</td><td>20 days from NTP</td></tr>
<tr><td>Feasibility Report</td><td>30 days from date of issuance of comments by JMRC on Inception Report</td></tr>
<tr><td>Suggestive development plan & its financial viability assessment along with DPSR</td><td>30 days from approval/comments from JMRC on feasibility report</td></tr>
<tr><td>Preparation of Term Sheet</td><td>10 days from approval/comments from JMRC on DPSR</td></tr>
<tr><td>Draft RFP document</td><td>20 days from approval of Term Sheet</td></tr>
<tr><td>Final RFP document</td><td>07 days from receipt of comments on the draft RFP/RFQ by JMRC</td></tr>
<tr><td>Submission of Bid Evaluation Report (Technical & Financial)</td><td>07 days after opening of Bid(s) (Technical/financial)</td></tr>
<tr><td>Assistance to JMRC with regard to signing of Contract (s) with the successful bidder (s) & issue of Notice to Proceed (NTP)</td><td>Till signing of Contract/concession Agreement(s) & issue of Notice to Proceed</td></tr>
</table></td><td>No Change.
Please follow RFP conditions</td></tr>
</table>

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
			6. Final RFP document — 07 days from receipt of comments on the Draft RFP/RFQ by JMRC 7. Submission of Bid Evaluation Report (Technical & Financial) — 07 days after opening of Bid(s) (Technical /financial). 8. Assistance to JMRC with regard to signing of Contract(s) with the successful bidder(s) & issue of Notice to Proceed (NTP) — Till signing of Contract/ concession Agreement (s) & issue of Notice to Proceed. 9. Assistance to JMRC in monitoring contract compliance — Till obtaining of occupancycertificate by the concessionaire/ developer or 9 (nine) months beyond completion of project; whichever is earlier. **Note:** While the milestones for Serial No. 1 above will be combined for all Land parcels, the mile stones for subsequent deliverables shall be dealt separately for each package/land parcel. The consultant shall certify that project has been completed in all respect.	Assistance to JMRC in monitoring contract compliance — Till obtaining of occupancy certificate by the concessionaire/developer or 9 (nine) months beyond completion of project; whichever is earlier	
50	Clause 3.7 Sub-Clause 3.7.1	40	**Professional Fee (Project Development Fee)** Fixed Fee: Consultancy fees shall be paid for all the activities related to survey & bid process management. The payment of consultancy fee shall be made as under:	Since, Success Fee is already linked with completion of project and is divided into 4 equal instalments and will be paid on acceptance of LoA, 25% Completion, 75% Completion and 100% Completion. Therefore, 20% of the fee for "Contract compliance monitoring" should be paid on signing of Concession Agreement. **Proposed/Suggested Clause**	Please refer Addendum-1 Page -40-R1

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC

Subject/Title/Existing Clause:

SN	Mile stones / deliverables	% of consultancy Fee Payable to the Consultant for respective land parcel
1	Submission of Inception Report	10%
2	Submission of Feasibility Report	10%
3	Detailed Project Structuring Report DSPR	10%
4	Submission of Term Sheet and draft RFP	10%
5	Submission of Final RFP Document(s)	10%
6	Submission of Technical Bid Evaluation Report	10%
7	Submission of financial evaluation report.	10%
8	Issuance of Letter of Acceptance (LoA) to Selected Developer/concessionaire & signing of agreement	10%
9	Contract compliance monitoring (to be paid in 3 equal instalments on completion of	20%

Query / Clarification sought:

Submission of Inception Report	10%
Submission of Feasibility Report	10%
Detailed Project Structuring Report DSPR	10%
Submission of Term Sheet & Draft RFP	10%
Submission of Final RFP Document (s)	10%
Submission of Technical Bid Evaluation Report	10%
Submission of Financial Evaluation Report	10%
Issuance of Letter of Acceptance (LoA) to Selected Developer/ concessionaire	10%
Signing of Concession Agreement	20%

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
			25%, 75% & 100% of project) **Note:** (i) In case of non-occurrence of events at sr. no. 7 and/or 8 and or 9, no payment on respective part onwards shall be released by JMRC for Project Development fee. (ii) Consultant will certify percentage of completion of project during contract compliance monitoring.		
51	Clause 1.2 Table sr. no. xiii	8	**Schedule of Bidding Process:** Last date and time for online Bid submission:31/10/2023 (1100 Hrs.)	The bid document preparation requires extensive paperwork, preparation of documentation and preparing an experienced team who can lead this assignment. Thus, we request if the requested extension would be provided on the submission deadline. Request you to kindly extend the due date of submission by at least 3 weeks from the date of release of queries.	Please refer Addendum-1 Page -8-R1
52	Annexure -IX	59	**Format of Financial BID/BOQ:** Financial BOQ	We would like to request the authority to kindly clarify as this is a single RFP then why does the BOQ has 3 different quotes for each location, does the bidder who quote the lowest for each location will be awarded with individual location, as per our understanding the BOQ should only have single quote for all 3 locations. We request the authority to kindly clarify on the same.	Please refer Addendum-1 Page 5-R1-1 Definition; $\mathbf{F_L}$
53	Page No. 7 Clause 1.2 Table sr. no. v	7	**Schedule of Bidding Process:** Estimated Cost: Rs. 70.27 Lakhs (Rupees Seventy Lakh Twenty seven Thousand Only)	We would like to request the authority to kindly clarify that the Fee Budget kept for this particular project is for reference purpose as mentioned in the RFP as (Rs.70.27 Lakhs) and we can quote the Price up or down as per our evaluation and working on the project	No Change. Please follow RFP conditions
54	Page 10 Clause 1.3.2 Table Sr. No. 1,2,3,4	10	**Eligibility Criteria of Bidders:** Technical Competence: **S. N** / **Eligibility** / **Supporting Document for Eligibility** 1 / Should have completed or in hand minimum 07 similar* /or PPP consultancy projects during the last 7 years / Completion certificate from the assignee or copy of agreement/allotment letter issued up to the effective date.	We would like to request the authority to kindly confirm that we can provide consultancy projects with private & Government clients. Additionally, we request the authority that in many of the projects the client completion certificates are not there, Plus, we request that it should not be mandatory to have client completion certificate as for many projects we have signed Non-Disclosure Agreements and thus any client document directly cannot be shared per the restrictions, Thus, we request the authority to kindly allow CA Certificate to show all work experience, the CA certification will prove that the payment has been received	Please refer Addendum-1 Page 5-R1-1&Page -10-R1-1 Definition; Completion certificate & In-hand Project

<table>
<tr><th>S.No.</th><th>RFP Clause/ Annexure Referenc e No</th><th>Page no.</th><th>Subject/Title/Existing Clause</th><th>Query / Clarification sought</th><th>Reply from JMRC</th></tr>
<tr><td></td><td></td><td></td><td>
<table>
<tr><td></td><td>since effective date.</td><td></td></tr>
<tr><td>2</td><td>Out of above (1), should have completed at least 2 similar/or PPP consultancy projects in last three yearsfrom the effective Date</td><td>Completion certificate issued up to the effective date.</td></tr>
<tr><td>3</td><td>Out of above (1), should have completed or in hand at least 1 similar/or PPP consultancy projects from Government /public sector undertaking of any of the state or central government(s) each of Rs. 50 Crore or above project value up to the effective Date.</td><td>Completion certificate or copy of agreement done up to the effective date</td></tr>
<tr><td>4</td><td>Out of above (1) completed one similar consultancy project under PPP model</td><td>Completion certificate issued up to the effective date.</td></tr>
</table>
</td><td>in lieu of the project completion and all required project details can be cited like area, project cost, consultancy fee, start and completion date, scope of work covered etc.</td><td></td></tr>
</table>

<table>
<tr><th>S.No.</th><th>RFP Clause/ Annexure Reference No</th><th>Page no.</th><th>Subject/Title/Existing Clause</th><th>Query / Clarification sought</th><th>Reply from JMRC</th></tr>
<tr><td>55</td><td>Clause 1.3.1 Table Sr. No. 4 Column 2</td><td>10</td><td><u>Eligibility Criteria of Bidders:</u>
Management Competence:
The Bidder should have minimum 05 Senior Management level experts and 2 associates.
1. PPP Expert
2. Real Estate / Infrastructure Expert
3. Finance Analyst
4. Architecture / Planner
5. Legal Expert
6. 2 Associates</td><td>According to the Indian Bar Association a legal expert is supposed to be registered with the Indian Bar Association and shall not be on a permanent payroll for a consultancy wherein the legal advice is cited for avoidance of a conflict of interest. Therefore, the legal expert is hired from outside the organization. We would request you to kindly review this clause to have the legal expert to be sub-consulted for the project.</td><td>Please refer Addendum-1 Page -10-R1-1</td></tr>
<tr><td>56</td><td>Annexure -XII Clause 1 (v)</td><td>68</td><td>Agreement:
1. (v) General Condition of Contract of JMRC as available on JMRC website.</td><td>We request the authority to kindly provide us with the contract terms that will apply to consultancy services, these terms are for main civil contractor to perform construction works, and hence cannot be used for our scope of services,</td><td>Please refer Addendum-1 Page -11-R1</td></tr>
<tr><td>57</td><td>Clause 2.8.2 iii Table Sr. No. 3 Column 3</td><td>21</td><td><u>Evaluation of Technical Bid:</u>
<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>2 completed Projects</td><td>12</td></tr><tr><td>More than 2 but less than 5 completed projects</td><td>15</td></tr><tr><td>5 or more completed Projects</td><td>20</td></tr></table>
Note: - 5 marks will be awarded additionally if any one of the completed project is related to land/real estate property development in transport sector (Airport/ Indian Railways /State Transport corporation/ Metro Rail Corporation, etc) under PPP model.</td><td>We would like to request the authority to kindly confirm that we can provide any consultancy projects with private & Government clients.
And we also request that Completion Certificate and copy of Agreement or Allotment letter should not be mandatory as in many of the projects the client completion certificates are not there, Plus, we request that it should not be mandatory to have client completion certificate as for many projects we have signed Non-Disclosure Agreements and thus any client document directly cannot be shared per the restrictions,
Thus, we request the authority to kindly allow CA Certificate to show all work experience, the CA certification will prove that the payment has been received in lieu of the project completion and all required project details can be cited like area, project cost, consultancy fee, start and completion date, scope of work covered etc.</td><td>Please refer Addendum-1 Page 5-R1-1 Definition; completion certificate and Project
Please refer Addendum-1 Page 5-R1-2 Definition; Similar work/Project

Private assignments are also allowed, if not otherwise mentioned.</td></tr>
<tr><td>58</td><td>Clause 2.8.2 iii Table Sr. No. 3 Column 3</td><td>21</td><td><u>Evaluation of Technical Bid</u>
<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Project value =>Rs. 50 < 200 Crores</td><td>5</td></tr><tr><td>Project value> Rs.200 < 500 Crores</td><td>8</td></tr><tr><td>Project value >Rs. 500 Crores</td><td>10</td></tr></table></td><td>We would like to request the authority to kindly confirm that we can provide any projects with private & Government clients.
And we also request that Completion Certificate and copy of Agreement or Allotment letter should not be mandatory as in many of the projects the client completion certificates are not there, Plus, we request that it should not be mandatory to have client completion certificate as</td><td>Please refer Addendum-1 Page 5-R1-1 Definition; Similar work/Project & completion certificate</td></tr>
</table>

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
			Note :- 2 marks will be awarded additionally if any of above completed project is related to land/real estate property development in transport sector (Airport/ Indian Railways/ State Transport corporation/ Metro Rail Corporation, etc) under PPP model	for many projects we have signed Non-Disclosure Agreements and thus any client document directly cannot be shared per the restrictions, Thus, we request the authority to kindly allow CA Certificate to show all work experience, the CA certification will prove that the payment has been received in lieu of the project completion and all required project details can be cited like area, project cost, consultancy fee, start and completion date, scope of work covered etc.	
59	Clause 2.8.2 iii Table Sr. No. 4 Column 4	21	Technical Competence: <table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Project value =>Rs. 50 < 200 Crores</td><td>5</td></tr><tr><td>Project value> Rs.200 < 500 Crores</td><td>8</td></tr><tr><td>Project value >Rs. 500 Crores</td><td>10</td></tr></table> **Note :-** 2 marks will be awarded additionally if any of above completed project is related to land/real estate property development in transport sector (Airport/ Indian Railways/ State Transport corporation/ Metro Rail Corporation, etc) under PPP model	We would like to request the authority that Completion Certificate and copy of Agreement or Allotment letter should not be mandatory as in many of the projects the client completion certificates are not there, Plus, we request that it should not be mandatory to have client completion certificate as for many projects we have signed Non-Disclosure Agreements and thus any client document directly cannot be shared per the restrictions, Thus, we request the authority to kindly allow CA Certificate to show all work experience, the CA certification will prove that the payment has been received in lieu of the project completion and all required project details can be cited like area, project cost, consultancy fee, start and completion date, scope of work covered etc.	Please refer Addendum-1 Page 5-R1-1 Definition;Similar work/Project& completion certificate
60	Clause 2.8.2 iii Table Sr. No. 6 Column 4	21	<u>**Evaluation of Technical Bid:**</u> Key Staff Proposed for the Project (Maximum 23 Marks): format at Annexure-VII Along with experience document & any relevant document which can prove their present association with the bidder.	We would like to request the authority to kindly confirm that we can provide the CV of the experts that can be self-attested in the format as per format Annexure -VI and for the experience and to proof their present association with the bidder we can provide HR Statement on letterhead.	No Change. Please follow RFP conditions
61	Clause 2.8.2 iii Table Sr. No. 6 Column 4	22	<u>**Evaluation of Technical Bid:**</u> Legal Expert: Graduate in Law having experience of minimum 7 years, and must have experience in drafting bid documents, concession agreements for minimum 2 land development Projects under PPP Model.	According to the Indian Bar Association a legal expert is supposed to be registered with the Indian Bar Association and shall not be on a permanent payroll for a consultancy wherein the legal advice is cited for avoidance of a conflict of interest. Therefore, the legal expert is hired from outside the organization. We would request you to kindly review this clause to have the legal expert to be sub-consulted for the project.	Please refer Addendum-1 Page 10-R1-1
62	Clause 2.8.2 iii Notes	23	<u>**Evaluation of Technical Bid:**</u> Notes: a. The JMRC expects all the Key Personnel specified in the bidder's proposal to be available with the Agency and deployed during	We would like to request the authority that deployment should not be on project site. And it should not be mandatory for both the associates to present for the entire duration of the project, as the marketing of the project will we done at different cities and parts of country, if required	No Change. Please follow RFP conditions

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
			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 for prior approval of JMRC. Non-essential changes shall be treated as significant deficiency in execution of work, attracting penalty as per provisions of this RFP.	only one associate can only be stationed in Jaipur for Assisting the Authority during the execution of the Contract and signing of agreement and not before that, We believe that when such resources are deployed in Jaipur for the entire duration of the project, the tentative costs associated for each expert will go higher with very little effects/changes on the output pursuant to their physically being deployed. Thus, it is a benefitting factor to not have deployment mandatory before the execution of the Contract Stage and thus experts can be utilized with planning and the costs will be lower for the authority as well for the project. We would also request to kindly allow replacement of key personnel with equal/same experience and qualifications with a penalty of Rs. 50,000/- per replacement.	
63	Clause 3.7 Sub-clause 3.7.2	40-41	**Professional Fee (Project Development Fee)** Success Fee: The Success Fee will be payable to the Transaction Advisor/Consultant by the selected concessionaire in 4 equal instalments as per following: **Instalment No.** / **Event of Payment** / **Remarks** (1) / Within 30 days from the date of acceptance of LoA, before signing of the concession agreement. / – (2) / After first quarter of total construction period defined in concession agreement (Date of NTP to Date of Occupancy Certificate) or after completion of 25% of Project, whichever is later. / Consultant will certify that 25% Project has been completed, subject to the verification by JMRC.	We would like to request the authority that success fees should be paid completely on the signing of concessionaire agreement. As this is a PPP Project and not EPC Project and all three land parcels are individual land parcels at different locations in the Jaipur city, and the product mix flexibility and design freedom has been given to the Developer, it totally upto the developer to build in a particular timeline or not as per he is paying the agreed amount per annum to JMRC and the consultant cannot be held liable on the business plan formulated by the developer,	Please refer Addendum-1 Page 40-R1 & 41 R1

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
			(3) | After 3rd quarter of total construction period defined in concession agreement or after completion of 75% of Project, whichever is later. | Consultant will certify that 75% of Project has been completed, subject to the verification by JMRC. (4) | At the end of construction period defined in concession agreement or after completion of Project. | Consultant will certify that Project has been completed in all respect, subject to the verification by JMRC.		
64	-		Liability of the Consultant's	We would like to request the authority to kindly limit the consultant's liability to the contract value. We propose the following modified clause: "In no circumstances shall Consultant's total liability for any direct damages under this Contract exceed the Fee paid to Consultant. Consultant shall not be liable to Client in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss or damage is consequential, indirect, special or punitive, whether or not Client had been advised of the likelihood of any such loss or damage."	No Change. Please follow RFP conditions
65	Annexure - III	51	Standard format for Power of Attorney for signing the Bid (On Non - judicial stamp paper of amount as per Govt. of Rajasthan rules).	We would like to request the authority that it should not be mandatory that the Stamp paper should be as per Govt. of Rajasthan. We request that Power of Attorney should be on the stamp paper as per the state where the office is registered.	Please refer Addendum-1 Page 47-R1-1
66	Clause 1.3.1 Table Sr. No. 1	9	**ELIGIBILITY CRITERIA OF BIDDERS**: **Management Competence:** The bidder should be a registered company/ partnership/ proprietary firm and should have	Request agency to allow participation of Limited Liability Partnership firms too.	Please refer Addendum-1 Page 9-R1& page 9-R1-2

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
	Column 2		been incorporated on or before 30.09.2016 and working in the field of consultancy in India since or before 30.09.2016		
67	Clause 1.3.1 Table Sr. No. 4 Column 2 & 3	10	**ELIGIBILITY CRITERIA OF BIDDERS**: **Management Competence:** The bidder should have minimum 5 Senior. Management level experts and 2 associates. Consent letter/ copy of the any document which can prove their association with organization along with their self-attested resume. A format of Resume/CV is enclosed herewith at Annexure-VII	Request agency to allow subletting for the services of Legal expert position and associates positions.	Please refer Addendum-1 Page 10-R1-1
68	Clause 1.3.2 Table Sr. No. 1 Column 2	10	**ELIGIBILITY CRITERIA OF BIDDERS**: **Technical Competence:**Should have completed or in hand minimum 07 similar* /or PPP consultancy projects during the last 7 years since effective date.	Request agency to define 'similar' type of projects.	Please refer Addendum-1 Page 6-R1-1
69	Clause 1.3.2 Table Sr. No. 2 Column 2	10	**ELIGIBILITY CRITERIA OF BIDDERS:** **Technical Competence:** Out of above (1), should have completed at least 2 similar/or PPP consultancy projects in last three years from the effective Date.	Request agency to clarify that whether completed project means completion of project or successful transaction advisory work.	Please refer Addendum-1 Page 6-R1-1 & page 10-R1-1
70	Clause 2.8.4	24	**Combined and Final Evaluation:** i. Bids will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: S= ST x 0.7 + SF x 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.	We understand that JMRC is keen to appoint a consultant based on the quality and experience. Hence, request agency to consider updating QCBS parameter to 80:20.	No Change. Please follow RFP conditions
71	Clause 3.2.9 Sub-clause (b)	36	**Other Terms & Conditions**: JMRC may remove/add any of the Land Parcel from the scope of consultancy as per its requirement at the time of award of contract. JMRC may also reduce area of any of land space. In such case, the applicable consultancy fees shall accordingly be revised proportionately & shall be released for respective land space.	We understand JMRC can remove any land parcel from the scope. However, reducing the scope will have negative impact on the consultant. So, request the agency to relax the clause that in case of removing any site, alternate site will be proposed.	No Change. Please follow RFP conditions
72	Clause 3.5 (b)	39	**Extension Of Time:** (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	Request for reducing the maximum recovery to 5% of the total payable amount.	No Change. Please follow RFP conditions

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
			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).		
73	Clause 3.6 (b)	39	Liquidated Damages b. Total Liquidated Damages – The total liquidated damages on account of the above shall be subject to a maximum of 10% (ten percent) of the total payable amount (i.e. the entire actual payable amount in respect of the particular land space with regard to which the delay has occurred).	Request for reducing the maximum Liquidated Damages to 5% of the total payable amount.	No Change. Please follow RFP conditions
74	Clause 3.10	43	**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 49.9, the Work may be arranged by JMRC on such terms and in such manner as deemed appropriate and the Agency shall be liable to JMRC for any cost incurred on such Work by JMRC in excess of the cost as per the LOA.	Please revise the clause as: 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 49.9, the Work may be arranged by JMRC on such terms and in such manner as deemed appropriate.	No Change. Please follow RFP conditions
75	Clause 3.11	43	**Penalty For Failure To Execute The Work As Per Contract Agreement**	Please revise the clause as: a) Irrespective of recovery of liquidated damages not	No Change.

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
			a) Irrespective of recovery of liquidated damages not amounting to penalty, warning may be issued to the Agency for deficiencies on its part. In case of significant deficiencies in execution of Work, other penal action as found reasonable by the JMRC, including debarring for a specified period may also be initiated as per RTPPR (Rajasthan Transparency & Public Procurement Rules), as amended from time to time.	amounting to penalty, warning may be issued to the Agency for deficiencies on its part. In case of significant deficiencies in execution of Work, other penal action as found reasonable by the JMRC, including debarring for a specified period may also be initiated as per RTPPR (Rajasthan Transparency & Public Procurement Rules), as amended from time to time.	Please follow RFP conditions
76	Annexure Xii Agreement, Point no 3	68	3. The selected Bidder shall ensure that all deliverables submitted to JMRC within the timelines as mentioned in this RFP document. Selected Bidder shall be subjected to liquidate damages mentioned in this RFP for the delays caused in submission of deliverables.	Please revise the clause as: The selected Bidder shall ensure that all deliverables submitted to JMRC within the timelines as mentioned in this RFP document. Selected Bidder shall be subjected to liquidate damages subject to a maximum of 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 mentioned in this RFP for the delays caused in submission of deliverables.	No Change. Please follow RFP conditions
77	Annexure XII – Agreement Point no 13	69	The consultant/Transaction Advisor shall also ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The consultant/ Transaction Advisor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep JMRC fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The consultant/Transaction Advisor shall also submit a separate undertaking to indemnify JMRC as per the format attached as Annexure XIII in the Bid Document.	Please revise the clause as: The consultant/Transaction Advisor shall also ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The consultant/Transaction Advisor shall submit copies of acknowledgements evidencing filing of returns every year	No Change. Please follow RFP conditions
78	Annexure -XIII	71	**Undertaking to Indemnify JMRC**	Request for relaxing the submission of undertaking.	No Change. Please follow RFP conditions
79	Annexure -XIV -	73	**Compliance With The Code Of Integrity And No Conflict Of Interest** (f) not obstruct any investigation or audit of a procurement process;	Please revise the clause as: Not obstruct any investigation or audit of a procurement process, notwithstanding anything under this agreement, any audit and/or request for information and/or investigation conducted shall be restricted to the physical files in relation to this Agreement only and shall be subject to JMRC agreeing to maintain confidentiality of these documents. No access to the Consultant's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by the JMRC to conduct such audit or request for information shall not be a competitor of the Consultant and shall agree to	No Change. Please follow RFP conditions

<table>
<tr><th>S.No.</th><th>RFP Clause/ Annexure Reference No</th><th>Page no.</th><th>Subject/Title/Existing Clause</th><th>Query / Clarification sought</th><th>Reply from JMRC</th></tr>
<tr><td></td><td></td><td></td><td></td><td>confidential obligations with Consultant, for the said purpose.</td><td></td></tr>
<tr><td>80</td><td>Clause no. 3.3 Table sr. no. 9</td><td>38</td><td>Timelines And Deliverables:<table><tr><th>Deliverables</th><th>Time Duration in days</th></tr><tr><td>Assistance to JMRC in monitoring contract compliance</td><td>Till obtaining of occupancy certificate by the concessionaire/ developer or 9 (nine) months beyond completion of project; whichever is earlier</td></tr></table></td><td>We understand that consultant require to provide its services for contract compliance monitoring after signing of CA. However, construction work is dependent on developer and period of contract compliance may increase beyond 36 months. During this period, consultant is required to deploy atleast one associate in Jaipur. Above task and resource mobilisation will incur additional cost for the consultant which will result in higher financial quotation, above the budgeted amount.
Hence, it is requested that agency should consider separating the deliverable 9 task from the current tender. Contract compliance and construction supervision may be proposed by agency on retainership basis.</td><td>No Change.
Please follow RFP conditions</td></tr>
<tr><td>81</td><td>Clause 3.7 Sub clause 3.7.1 Table point no. 2</td><td>40</td><td>PROFESSIONAL FEE [Project Development Fee]
FIXED FEE:<table><tr><th>Mile stones / deliverables</th><th>Percentage of consultancy Fee Payable to the Consultant for respective land parcel</th></tr><tr><td>Submission of Feasibility Report</td><td>10%</td></tr></table></td><td>Submission of Feasibility Report may be increased to 20% as it will include survey and mapping cost.</td><td>Please refer Addendum-1 Page 40-R1</td></tr>
<tr><td>82</td><td>Page no. 40-41 Clause 3.7.2</td><td>41</td><td>Success Fee:
Contract compliance monitoring (to be paid in 3 equal instalments on completion of 25%, 75% & 100% of project)</td><td>Same as per query number 15</td><td>Please refer Addendum-1 Page 41-R1</td></tr>
<tr><td>83</td><td>Clause 3.7.2</td><td>41</td><td>The Success Fee will be payable to the Transaction Advisor/Consultant by the selected concessionaire in 4 equal instalments as per following:<table><tr><th>Instalment No.</th><th>Event of Payment</th><th>Remarks</th></tr><tr><td>(1)</td><td>Within 30 days from the date of acceptance of LoA, before signing of the concession agreement.</td><td>-</td></tr></table></td><td>Success fee is generally paid as one-time payment. We request JMRC to consider the same and revise the clause accordingly</td><td>Please refer Addendum-1 Page 41-R1</td></tr>
</table>

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
			(2) After first quarter of total construction period defined in concession agreement (Date of NTP to Date of Occupancy Certificate) or after completion of 25% of Project, whichever is later. — Consultant will certify that 25% Project has been completed, subject to the verification by JMRC. (3) After 3rd quarter of total construction period defined in concession agreement or after completion of 75% of Project, whichever is later. — Consultant will certify that 75% of Project has been completed, subject to the verification by JMRC. (4) At the end of construction period defined in concession agreement or after completion of Project. — Consultant will certify that Project has been completed in all respect, subject to the verification by JMRC. Such provision has to be made in the Bid Document/Concession agreement to be prepared by the 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.		
84	Clause 3.9	42	**TERMINATION OF CONTRACT AGREEMENT**	Please include the following as additional Clause as 3.9.g: Notwithstanding anything to the contrary in this Agreement the Agency may terminate this Agreement, or any particular Services, immediately upon written notice to JMRC if the Agency reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	No Change. Please follow RFP conditions

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
85	Additional	-	Limitation On Liability	JMRC (and any others for whom Services are provided) shall not recover from the Agency, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. JMRC (and any others for whom Services are provided) shall not recover from the Agency, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	No Change. Please follow RFP conditions
86	Additional	-	Confidentiality	Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.	No Change. Please follow RFP conditions

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
87		-	IP Rights	Any information, advice, recommendations or other content of any reports, presentations or other communications the Bidder provides under this Agreement ("Reports"), other than information provided by the JMRC, are for JMRC's internal use only (consistent with the purpose of the particular Services) including JMRC's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside JMRC's organization. The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Agency compiles and retains in connection with the Services (but not information provided by JMRC reflected in them).	No Change. Please follow RFP conditions
88	Additional	-	We request you to kindly Joint venture Consortium of maximum 3 members.		Please refer Addendum-1 Page 9-R1-1& Page 13-R1-1,2 & 3 And other relevant clauses of R1 Document
89	Clause 2.8.2 iii Table Sr. No. 4 Column 2; Page No: 21 - Request to change the clause as under: a. Rs. 50 Crore or more but less than Rs. 75 Crore - 6 marks b. Rs. 75 Crore or more but less than Rs. 100 Crore - 8 marks c. More than Rs. 100 Crore - 10 marks				Please refer Addendum-1 Page -21-R1-2
90	It is mentioned in the RFP Page No. 21, Clause 5, to get the highest marks in the parameter of average annual turnover Rs. 200 cr. or more is required. Looking to the cost of assignment, it is more than 200% of the project cost i.e. around 1 Cr. Therefore we request you to reduce the criteria.				Please refer Addendum-1 Page -21-R1-2
91	Clause 1.3.2 Table Sr. No. 1 Column 2	10	**ELIGIBILITY CRITERIA OF BIDDERS**: Technical Competence: Should have completed or in hand minimum 07 similar* /or PPP consultancy projects during the last 7 years since effective date	Request the Authority to kindly clarify if "similar /or PPP consultancy projects" carried out for Private companies which have participated in Government projects are allowed. Typically, Infra companies hire services of Real Estate Professionals to participate in Government sector projects.	Please refer Addendum-1 Page -6-R1-1

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
92	Clause 2.8.2 iii. (2) Column 2	20	**Evaluation of Technical Bid** Technical Score Criteria: Experience of providing consultancy services for completed or in hand projects during last 7 years from the effective date. (Maximum 15 marks)		
93	Clause 2.8.2 iii (3) Column 2	21	**Evaluation of Technical Bid** Technical Score Criteria: Experience of providing consultancy services for Real Estate/Land development projects or PPP consultancy projects in last 07 year from the effective date.(Maximum (20+5) marks)		
94	Clause 2.8.2 iii (4) Column 2	21	**Evaluation of Technical Bid** Technical Score Criteria: Experience of providing consultancy services for at least one similar PPP consultancy completed or in hand projects of Real Estate/ Land development from any of the state Government's/ Central Government's/ department/PSU(for at Least 01 project)(Maximum 10+2 marks)	Please note that we have recently completed a PPP consultancy service & transaction for a Government entity in which the LOI has been issued to the developer by the Government organization. The selected developer has paid the first tranche and is in process of getting the approvals for the Site. Post that, developer will sign the agreement with the Authority. Request to kindly consider the above mentioned project in evaluation.	Please refer Addendum-1 Page -21-R1-2
95	Clause 2.8.2 iii (4) Column 2	21	**Evaluation of Technical Bid** Technical Score Criteria: Experience of providing consultancy services for at least one similar PPP consultancy completed or in hand projects of Real Estate/ Land development from any of the state Government's/ Central Government's/ department/PSU (for at Least 01 project)(Maximum 10+2 marks)		
96	Clause 1.2 Table sr no. xii		**Schedule of Bidding process:** Last date and time of downloading of Bid Document including clarifications/ amendments, if any: 31/10/2023 (1000 Hrs)	Considering the amount of documentation required to successfully submit the bid, we request the Authority to kindly extend the last date of bid submission by at least 2 weeks.	Please refer Addendum-1 Page -8-R1
97	NA	-	NA	Request the Authority to kindly accept self-certification from the bidder and CA certificate along with copy of agreement as proof of project value of the project.	No Change. Please follow RFP conditions
98	Additional clause	-	Definitions	Please refer Addendum-1 Page-5-R1-1 & 2 New Definitions added	

S.No.	RFP Clause/ Annexure Reference No	Page no.	Subject/Title/Existing Clause	Query / Clarification sought	Reply from JMRC
			1.3.3. Financial Competence	Please refer Addendum-1 Page-10-R1-2 New clause amended Please refer Addendum-1 Page- 81-R1 and 82-R1 New Annexure-XIX and Annexure-XX added	
			2.1 General Instructions	Please refer Addendum-1 Page-13-R1-1, Page-13-R1-2 and Page-13-R1-3 New clause at S.N. xvii added Please refer Addendum-1 Page- 79-R1 New Annexure-XVIII added	

Note: - All prospective bidders are hereby requested to go through the complete addendum document, which will prevail if there is any conflict between the reply given in the pre-bid queries and addendum-1.

Jaipur Metro Rail Corporation Limited

Bidding Document

For

Selection of Transaction advisor for Project Structuring and Bid Process Management for the property development at Land Parcels of JMRC

RFP No. F-1(R-224)/JMRC/DC/Rev/2023-24/Land Parcels/7/3769

Dated: 04/10/20233

(UBN – JMR2324SLOB00099) E-bid Id: 2023_JMRC_374176_1)

2. Addendum-1

Jaipur Metro Rail Corporation Limited
(A Govt. of Rajasthan Undertaking)
Office: 2nd Floor, Wing-A, Admin Building, Metro Depot,

Jaipur Metro Rail Corporation Limited

JAIPUR METRO

(A Govt. of RajasthanUndertaking)
2nd Floor, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur 302020 (Rajasthan)
CIN :U60221RJ2010SGC030630
E-Mail: **edca@jaipurmetrorail.in**;Ph: 0141-2822755

No: F-1(R-224)/JMRC/DC/Rev/2023-24/Land Parcels/ Dated:

ADDENDUM-1

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(SUMMARY SHEET)

S.N.	Bid Document	Clause reference	In place of	Please refer	Remarks
1	RFP	Definitions in RFP	Page 5	Page 5-R1-1 Page 5-R1-2	Definition added
2	RFP	Definitions in RFP	Page 6	Page 6-R1	Definition added
3	RFP	Clause no. 1.2 of RFP	Page 8	Page 8-R1	Effective date amended
4	RFP	Clause no. 1.3.1 of RFP	Page 9	Page 9-R1-1 Page-9-R1-2	Clause amended
5	RFP	Clause no. 1.3.1, 1.3.2 & 1.3.3 of RFP	Page 10	Page-10-R1-1 Page-10-R1-2 Page-10-R1-3	Clause amended
6	RFP	Clause no. 2.1, of RFP	Page 11	Page-11-R1	Clause amended
7	RFP	Clause no. 2.1 of RFP	Page 13	Page-13-R1-1 Page-13-R1-2 Page-13-R1-3	Clause amended
8	RFP	Clause no. 2.8.2 (iii) of RFP	Page 20, 21, 22 & 23	Page 20-R1 Page-21-R1-1 Page-21-R1-2 Page 22-R1 Page-23-R1-1	Clause amended
9	RFP	Clause no. 3.7.1 of RFP	Page 40 & 41	Page 40-R1 Page 41-R1	Clause amended
10	RFP	Annexure-I of RFP	Page 47 & 48	Page 47-R1 Page 48-R1	Annexure amended
11	RFP	Annexure-V of RFP	Page 54	Page 54-R1	Annexure amended
12	RFP	Annexure-XVIII of RFP	Page 79	Page 79-R1 Page 80-R1	New Annexure added
13	RFP	Annexure-XIX of RFP	Page 81	Page 81-R1	New Annexure added
14	RFP	Annexure-XX of RFP	Page 82	Page 82-R1	New Annexure added

Note: All further updates, if any, will be available only on procurement portal (https://eproc.rajasthan.gov.in, https://sppp.rajasthan.gov.in) of the state and/or www.jaipurmetrorail.in, therefore interested parties are advised to visit these websites regularly.

Encl.: Addendum-1 (Total 27-R1 pages of RFP document)

DEFINITIONS

Authority	Jaipur Metro Rail Corporation Limited
Agency	The Bidder, selected by JMRC in pursuance of the selection process consequent to this bidding
Applicant	A registered company/ partnership/ proprietary firm should have been incorporated on or before the effective date and working in the field of consultancy in India since or before the effective date
Agreement	The Contract to be executed between JMRC and successful bidder, subsequent to the Letter of Acceptance, as per the format prescribed.
Bidder	The firms submitting bid against this RFP
Commencement Date	The date on which the agency shall commence the service as per Notice to Proceed issued by JMRC.
Completion certificate	Work completion certificate issued by the assignor or any document/documents clearly substantiating the work assigned and satisfactory completion of the work by the firm.
Consultancy Project/ Services	Any consultancy project/Services if otherwise specifically not mentioned
Corporation	Jaipur Metro Rail Corporation Limited
DPSR	Detailed Project Structuring Report
Effective Date	30 Days prior to the last date for bid submission.
F_L	Total amount quoted for all three Land Parcels combindly.
Govt.	Government of India / Any other State Government of India
In-hand Project	On-going consultancy projects of which at least 60% of deliverables are completed.
JMRC	Jaipur Metro Rail Corporation Limited
LoA	Letter of Acceptance
JMRC's website	http://transport.rajasthan.gov.in/jmrc www.jaipurmetrorail.in
Law & Language	The RFP document shall be governed by the conditions laid down in RFP document & Rajasthan Transparency in Public Procurement Act 2012 & Rules 2013 (RTPPR). In case of contradiction, RTPP Act 2012 & Rules 2013 shall prevail. The contract shall be governed by the Acts and laws of India, the rules, regulations and bye-laws of the concerned public bodies and authorities. Language of the Contract shall be
PBG	Performance Bank Guarantee
Project	A contract awarded for consultancy services shall be considered as an individual project.

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"Public Private Partnership "PPP"	"Public Private Partnership" means an arrangement between the State Government, statutory entity or any other government owned entity on one side and a private sector entity on the other, for the provision of public assets or public services or both, through investments being made or management being undertaken, or both investments being made and management being undertaken, by the private sector entity, for a specified period of time, where there is well defined allocation of risk between the private sector and the State Government, statutory entity or any other government owned entity, as the case may be, and the private entity receives performance linked payments that conform (or are benchmarked) to specified and pre-determined performance standards, measurable by the State Government, statutory entity or any other government owned entity, as the case may be, or its representative. It includes following types of projects like Annuity, BOLT, BOO, BOOST, BOOT, DBFO, Lease, DBOT, LDOT, O&M Contract, Management Contract, etc.
PSD	Performance Security Deposit
QCBS	Quality & Cost Based Selection
RFP	This Request for Proposal including all the clarifications/ amendments, revisions, issued, if any.
Similar work/Project	Transaction Advisory Consultancy work for commercial development of Land Bank, Real Estate or Land value capture related assignments for real estate projects (commercial complexes, hospitality, tourism, entertainment, residential, smart city initiatives, logistics, warehousing, industrial parks, transport sector etc.) carried out for government entities/ PSUs/Special Purpose Vehicles (SPVs)/Corporations/public listed companies/ Private/ Institutions/ Trusts.

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ToR	Terms of Reference

1. NOTICE INVITING BIDS

1.1 INTRODUCTION

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

(ii) With the vision of providing better metro rail connectivity, State Government has recently approved extensions of already operational Phase1 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 1.352 km completely elevated line with one elevated station at Ajmer Road Chauraha.

(iii) Corporation has following land parcels at important business area locations in Jaipur City.

S. No	Available land space at	Area (m^2) (Approx.)
1.	Lal Kothi Marketing Board Land	19205 m2
2.	P.W.D. Dev Nagar Land	5000 m2
3.	Nilay Kunj Extension Land	13000 m2

(iv) JMRC desires to earn non-fare revenue by leasing these land parcel(s) to the developers/end users. Accordingly, JMRC has decided to carry out the process for selection of a reputed Transaction Adviser (Consultant) through National Competitive Bidding **(NCB)**, who shall develop concept plans, business plans and appropriate project structuring to prepare RFP

ix.	Last date & Time of submitting queries / seeking clarification	17/10/2023 (1800 Hrs)
x.	Tentative date for Replies to Queries by JMRC	27/10/2023 (1800 Hrs)
xi.	Online Bid submission Start Date / Time	28/10/2023 (1100 Hrs)
xii.	Last date and time of downloading of Bid Document including clarifications/ amendments, if any.	07/11/2023 (1000 Hrs)
xiii.	Last date and time for online Bid submission	07/11/2023 (1100 Hrs)
xiv.	Physical submission of original DD / BC / BG for cost of Bid document/ Tender fee, Bid Security and e-tender Processing Fee (in favour of MD, RISL) in JMRC office (Refer Clause 2.7 iv)	07/11/2023 (1200 Hrs)
xv.	Date and time for opening of Technical Bid	07/11/2023 (1300 Hrs)
xvi.	Date and time for opening of Financial Bid	Shall be intimated to the selected Bidder at appropriate time
xvii.	Website for Online Bid Submission	https://eproc.rajasthan.gov.in;
xviii.	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 the technically qualified bidders through websites/ portals after evaluations of Bids.

vi. Technical bid of only those bidders/applicant shall be opened who has submitted the original DD/BC/BG for cost of bid document/ Tender fee, Bid Security and e-tender Processing Fee in JMRC office within the date & time as mentioned in Schedule of Bidding Process.

1.3 ELIGIBILITY CRITERIA OF BIDDERS

1.3.1 Management Competence : The bidder/applicant:-

S. No.	**Eligibility**	**Required Supporting Document**
1	Bidder must be a legally recognized business entity OR group of entities ("Consortium") incorporated in India. Each entitiy should have been incorporated on or before the effective date. Consortium can have maximum of 2 members (Incorporated in India). In case of Consortium Bidder, all members of Consortium can meet Eligibility Criteria jointly. An Entity submitting its bid individually shall be termed as "Single Entity Bidder". Group of entities submitting their Bid as Consortium shall be termed as "Consortium Bidder".	Certified copy of certification of registration/ incorporation as applicable to legal status and other details viz. GST registration number, PAN number. Memorandum of Understanding (MOU) in case of Consortium Bidder as per the format given in Bid Forms.

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2	The bidder should not have been blacklisted or debarred or any of its contracts have not been terminated due to breach of contract, during last 3 FYs (2020-21, 2021-22 & 2022-23) & during current FY up to the due date of submission of Bid, by any of the state Government's/ Central Government's /department /organisation /PSU	Self-declaration/ Undertaking to this affect on applicant firm's letterhead. (included in Annexure-IV of this RFP)
3	The bidder should obtain minimum 60 marks out of 100 marks as per marking criteria mentioned in clause 2.8.2 of this RFP to qualify for financial bid opening.	As per clause 2.8.2(iii) of RFP

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4	The bidder should have minimum 5 Senior. Management level experts and 2 associates. (1) PPP expert (2) Real Estate/Infrastructure expert (3) Finance analyst (4) Architecture/planner (5) Legal Expert (6) 2 Associates. Note: All the experts shall be on role of the Bidder Firm however the experts mentioned at Sr no 4 and 5 can be either on role of the applicant firm or be in association with the applicant firm through a contract agreement.	Consent letter/ copy of the any document which can prove their association with organization along with their self-attested resume. A format of Resume/CV is enclosed herewith at **Annexure-VII**

1.3.2 Technical Competence : The bidder/applicant

S.No	Eligibility	Supporting Document for Eligibility
1	Should have completed or in hand minimum 05 similar* /or PPP consultancy projects during the last 7 years since effective date.	Completion certificate from the assignee or copy of agreement/allotment letter issued up to the effective date.
2	Out of above (1), should have completed at least 2 similar/or PPP consultancy projects in last Five years from the effective Date	Completion certificate issued up to the effective date.
3	Out of above (1), should have completed or in hand at least 1 similar/or PPP consultancy projects from Government /public sector undertaking of any of the state or central government(s) each of Rs. 50 Crore or above project value up to the effective Date.	Completion certificate or copy of agreement done up to the effective date
4	Out of above (1) completed one similar consultancy project under PPP model	Completion certificate issued up to the effective date.

1.3.3. Financial Competence : The bidder/applicant

S.No	Eligibility	Supporting Document for Eligibility
1	**Net Worth:** Bidder should have positive net worth in the Last Financial Year (2022-23). In case of Consortium Bidder, all members of the Consortium should have positive Net Worth individualy in the Last Financial Year (2022-23).	Certificate specifying net worth as on March 31, 2023 as per the format given in Bid Forms and duly certified by practising chartered accountant with Unique Document Identification Number (UDIN) on the certificate. Certificate of each member required in case of consortium.
	Turnover: Bidder must have minimum average annual turnover of Rs. 10.00 Crore in the last 7 Financial Years i.e 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23. In case of consortium bidder, Turnover criteria may be met out jointly. In such case, CA certificate should be submitted individually.	Certificate specifying turnover for FY 2016-17,2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 as per the format given in Bid Forms and duly certified by practising chartered accountant with Unique Document Identification Number (UDIN) on the certificate.

1.3.4 Certificate that bidders with beneficial ownership from countries sharing land border with India- For participation in any public procurement in the State, shall only be allowed after prior registration with the competent authority as per Rule 13 of RTPP Rules and Governme nt of Rajasthan Notification No. F.2(1)FD/ G&T-SPFC / 2017 dated 01.01.2021, 15.01.2021 and 30.03.2021. Declaration by the Bidder (Annexure- XVI) and if applicable registration certificate issued by the Industries Department, Government of Rajasthan or issued by the Competent Authority of the Government of India. (Verification from documents to be submitted by the bidder).

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1.4 SALES / DOWNLOAD OF RFP

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

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

Director (Corp. Affairs)
Jaipur Metro Rail Corporation

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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 this Contract/ RFP that are relevant and applicable to the, terms & conditions mentioned in the GCC referred above. Where the provisions of this RFP are in conflict with the GCC, the former shall prevail. Decision of JMRC shall be final and binding in this regard.

iii. Each bidder will be deemed to have inspected the sites, the surroundings and inspected all necessary documentation and made all inquiries, prior to participating in the bid process.

iv. Corrections or overwriting, if any, should be avoided. However, if there are any, must be accompanied with initials of authorised signatory only. However, whitener should not be used for any corrections.

v. Bids submitted ONLINE ONLY at *https://eproc.rajasthan.gov.in*. Bids sent by fax, post or e-mail will not be considered.

vi. If some or any of the document/annexure(s) is/are missing, the Corporation has the right to reject the Bid as invalid Bid.

vii. The proposal shall not contain any conditional/ variable offer or scheme etc. Bids containing such offers will be summarily rejected.

viii. Bids complete in all respects must be submitted online not later than the date and time indicated in the schedule (clause 1.2). JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the schedule and in that case all rights and obligations of JMRC and the bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

ix. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has :-

(a) made a complete and careful examination of the RFP Document;

(b) received all relevant information requested from the JMRC;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the JMRC;

(d) satisfied itself about all matters, things and information, including matters referred to in herein above, necessary and required for submitting the Bid and performance of all of its obligations there under;

(e) acknowledged that it does not have a Conflict of Interest; and

(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

xvi. Each Applicant/ Bidder shall submit only one Bid. The Applicants/ Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Selection Process including subsequent negotiation(s) and/or visits to the JMRC. The JMRC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

xvii. Where the Bidder is Consortium Bidder, it shall comply with the following additional requirements:

a. The Bid shall contain the information related to each member of the Consortium.

b. Maximum number of members in a Consortium shall not be more than 2 (two).

c. A Bidder who is member of a Consortium Bidder shall not submit its Bid either as Single Entity Bidder or member of any other Consortium Bidder.

d. Bid shall be duly signed by the authorised signatory of the Lead Member and shall be legally binding on all members of the Consortium.

e. Members of the Consortium Bidder shall enter into a Joint Bidding Agreement/Memorandum of Understanding (MOU) as per the format specified in Bid Form (Annexure-XVIII) for the purpose of submission of their Bid. The Bid shall contain information about each member of the Consortium and provide additional information whenever asked for.

f. Members of the Consortium shall nominate one member as the "Lead Member." Lead Member shall have participation/equity stake of at least 51% of the of the consortium throughout the Contract Period. Other member of the Consortium shall hold at least 20% of the participation/equity stake of the consortium however member having 26% and above only shall be considered as substantial partner.The nomination (s) shall be supported by a Power of Attorney, as per the format specified in Bid Form (Annexure- III), signed by all the other members of the Consortium. In case of breach of any of the conditions above, without prior approval of Authority, Authority shall be entitled to terminate the Contract Agreement begin the termination procedures considering it as Consultant's Event of Default.

g. Member, in case the Consultant consists of a consortium of more than one entity, shall mean any of these entities, and "Members" means all of these entities of the consortium.

h. No bidding firm or its Associate shall submit more than one bid for the Consultancy. A bidding firm applying individually or as an Associate shall not be entitled to submit another bid either individually or as a member of any consortium, as the case may be.

i. Misrepresentation/ improper response by the bidding firm may lead to the disqualification/ rejection of the bidding firm and/ or the Sole firm/ Consortium as the case may be.

j. In case the bidding firm consists of a consortium of more than one entity, the members agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority.

k. Members of the Consortium shall nominate the Authorized signatory from the Lead Member as the Person duly authorized to sign on behalf of the bidding firm. Such Authorization shall be indicated by a written Power of Attorney accompanying the Proposal.

l. Both the members of the Bidding Firm shall be jointly and severally responsible.

m. Credentials of Only substantial Member(s) of the Consortium will be considered jointly to fulfil the eligibility and other conditions of the bid document.

n. Required Annexures as mentioned, shall be submitted by Each member or Lead Member of the consortium as applicable.

o. The RFP submitted by Consortium/JV shall include all the information required for each member of Consortium/JV separately.

2.1 DUE DILIGENCE BY BIDDER

i. The bidders are required to examine carefully all the contents of the RFP document& GCC and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) above referred documents, will be at the bidder's own risk & responsibility.

ii. Bidders are advised to carry out extensive survey of earmarked spaces, land spaces, and analyse the spaces at their own cost, before submitting the Bid. The bidders must familiarize themselves with the scope of consultancy & the referred land spaces.

iii. Bidders are required to verify the information given in respect of area, locations, etc., attend the pre-bid conference and seek clarifications, if any, from JMRC before submitting the bid.

iv. Most of the information about JMRC is available in public domain and accessible by everyone. The prospective bidders are advised to study the information in public domain & seek more & more information if needed and familiarise themselves with it. Accordingly, any claim related to lack of information shall not be entertained.

(iv) The bidders or their authorized representatives who want to be present to witness the Financial Bid opening shall sign on attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.

(v) Quality Cost Based Selection method (QCBS) shall be adopted for evaluation while assigning 70% and 30% weightage for Technical Bid and Financial Bid respectively.

2.8.2 EVALUATION OF TECHNICAL BID

i. The Applicant should take enough care to submit all the information sought by the JMRC in the desired formats. The Technical Bids are liable to be rejected if information is not provided in the desired formats. The Technical Bids will be evaluated out of 100 marks.

ii. In the first stage, the Technical Bid will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and work plan, and the experience of Key Personnel. Only those Applicants whose Technical Bids score 60 marks or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest Technical Score (S_T).

iii. The scoring criteria to be used for evaluation of Technical Bids shall be as follows:

<table>
<tr><th>S No.</th><th>Technical Score Criteria</th><th>Marks Deployment</th><th>Documents Required</th></tr>
<tr><td>1.</td><td>No. of Years of Operation in India in the field of consultancy, as on effective date.
(Maximum 10 marks)</td><td><table>
<tr><th>Parameter</th><th>Marks</th></tr>
<tr><td>Equal or more than 07 years but less than or equal to 10 years</td><td>5</td></tr>
<tr><td>More than 10 years but less than or equal to 15 years</td><td>8</td></tr>
<tr><td>More than 15 years</td><td>10</td></tr>
</table></td><td>Certificate of Registration/ Copy of Memorandum /Article of Association/ Certificate of Incorporation</td></tr>
</table>

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<table>
<tr><th>S No.</th><th>Technical Score Criteria</th><th>Marks Deployment</th><th>Documents Required</th></tr>
<tr><td>2.</td><td>Experience of providing consultancy services for completed or in hand projects during last 7 years from the effective date. (Maximum 15 marks)</td><td><table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>05 or more but less than 10 (completed+ongoing) Projects</td><td>10</td></tr><tr><td>10 or more but less than 15 (completed+ ongoing) Projects</td><td>12</td></tr><tr><td>15 or more (completed + ongoing) Projects</td><td>15</td></tr></table></td><td>For completed Projects: Work Completion Certificate.
For Ongoing projects: CA certificate for Payments received for that particular on-going consultancy services assignment as a proof for completion of at least 60% of deliverables duly substantiated by the copy of Work order and relevant agreement. The CA certificate shall contain the UDIN Number as applicable.</td></tr>
<tr><td>3.</td><td>Experience of providing consultancy services for Real Estate/Land development projects or PPP consultancy projects in last 07 year from the effective date.(Maximum (20+5) marks)</td><td><table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>2 completed Projects</td><td>12</td></tr><tr><td>More than 2 but less than 5 completed projects</td><td>15</td></tr><tr><td>5 or more completed Projects</td><td>20</td></tr></table>Note:-
i. 5 marks will be awarded additionally if any one of the completed project is related to land/real estate property development in transport sector (Airport/Indian Railways /State Transport corporation/Metro Rail Corporation, etc) under PPP model.
ii. On-going assignments shall be considered subject to the submission of proof by the Bidder for completion of at least 60% of deliverables in the particular assignment.</td><td>Work Completion Certificate.</td></tr>
</table>

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<table>
<tr>
<td>4.</td>
<td>Experience of providing consultancy services for at least one similar PPP consultancy completed or in hand projects of Real Estate/ Land development from any of the state Government's/ Central Government's/ department/PSU (for at Least 01 project) (Maximum 10+2 marks)</td>
<td>
<table>
<tr><th>Parameter</th><th>Marks</th></tr>
<tr><td>Project value ≥Rs. 50 < 100 Crores</td><td>5</td></tr>
<tr><td>Project value ≥Rs.100 < 200 Crores</td><td>8</td></tr>
<tr><td>Project value ≥ Rs. 200 Crores</td><td>10</td></tr>
</table>
Note :-
1. 2 marks will be awarded additionally if any of above completed project is related to land/ real estate property development in transport sector (Airport/Indian Railways/State Transport corporation/Metro Rail Corporation, etc) under PPP model
2. Value of successful completed project as on effective date shall be calculated assuming 5% inflation for Indian Rupees every year and 2 % for foreign currency per year. The Exchange rate shall be taken as on the effective date.
</td>
<td>For completed Project: Work Completion certificate and copy of agreement along with a proof of project value
For Ongoing projects: CA certificate for Payments received for that particular on-going consultancy services assignment as a proof for completion of at least 60% of deliverables duly substantiated by the copy of Work order and relevant agreement. The CA certificate shall contain the UDIN Number as applicable with a proof of Project Value.</td>
</tr>
<tr>
<td>5.</td>
<td>Average annual consultancy fees receipt of Last 07 Years from the effective date (Maximum 10 marks)</td>
<td>
<table>
<tr><th>Parameter</th><th>Marks</th></tr>
<tr><td>Rs. 10 Crore or more but less than Rs. 20 Crore</td><td>6</td></tr>
<tr><td>Rs. 20 Crore or more but less than Rs. 50 Crore</td><td>8</td></tr>
<tr><td>Rs. 50 Crore or more</td><td>10</td></tr>
</table>
</td>
<td>Turnover Certificate of CA with UDIN having details of receipts of consultancy fees</td>
</tr>
<tr>
<td>6.</td>
<td>Key Staff Proposed for the Project (Maximum 23 marks)</td>
<td>
<table>
<tr><th colspan="2">Parameter</th><th>Marks</th></tr>
<tr><td rowspan="2">PPP Expert: MBA /PGDM/ Masters in Urban Planning or equivalent and must have worked as team leader for providing consultancy services and must have experience of drafting RFP & concession agreements for minimum 2 real estate PPP basis Projects</td><td>Experience of 7-10 Years</td><td>3</td></tr>
<tr><td>Experience more than 10 Years</td><td>5</td></tr>
<tr><td rowspan="2">Real Estate Infrastructure expert MBA/ Civil Engineer and must have worked as team leader/member for providing consultancy services for minimum 2 real estate PPP basis Projects</td><td>Experience of 7-10 Years</td><td>3</td></tr>
<tr><td>Experience more than 10 Years</td><td>5</td></tr>
</table>
</td>
<td>CV of the expert signed by self in the format at Annexure-VII along with experience document & any relevant document which can prove their present association with the bidder.
All the experts shall be on role of the Bidder Firm however, Architect/ planner and legal expert can be either on role of the applicant firm or be in association with the applicant firm through a contract or an agreement.</td>
</tr>
</table>

		Finance Analyst Expert: MBA/PGDM in finance or CA or equivalent with at least having experience of minimum 7 years and must have worked as team member for providing consultancy services for minimum 2 real estate PPP basis Projects	3	However, consent letter/ letter of associations required at the time of submission of Bid, as per terms already mentioned in Bid/RFP document.
		Architect/Planner: Masters in Architect or town planning or urban planning having experience of minimum 7 years, and must have experience of consultancy for minimum 2 land development/ real estate Projects under PPP Model	3	
		Legal Expert: Graduate in Law having experience of minimum 7 years, and must have experience in drafting bid documents, concession agreements for minimum 2 land development Projects under PPP Model	3	
		Associate: (Two) one should be MBA/PGDM/PG in Commerce or equivalent; and the other should be B. Tech. in Civil Engineering/ B. Arch.) or equivalent having experience of minimum 5 years, and must have worked as team member for providing consultancy services for minimum 2 land development/ Real Estate Projects under PPP Model	2 (2 for each)	
7.	Approach & Methodology (Maximum 5 Marks)	5 marks		Approach & Methodology of consultancy (Annexure-VIII)

Notes:

a. The JMRC expects all the Key Personnel specified in the bidder's proposal to be available with the Agency and deployed during execution of work and fulfilment of all contractual obligations pursuant to this RFP. No replacement of the Key Personnel whose details were submitted along with the bid should be made unless absolutely essential. If such a replacement becomes unavoidable, it should be informed immediately to JMRC in writing, together with reasons thereof for prior approval of JMRC. Non-essential changes shall be treated as significant deficiency in execution of work, attracting penalty as per provisions of this RFP.

b. The successful bidder shall not have the option of replacing any Key Personnel during the period of contract with personnel possessing lower qualifications than those submitted along with the bid.

c. While the team leader and experts will be visiting Jaipur as per requirement, both the associates will be stationed in Jaipur during the course of assignment and till signing of last concession agreement. Subsequently, at least one of the associate will remain stationed in Jaipur for the balance period of contract/ agreement.

iv. The Technical Bids, which are found acceptable in accordance with Clause 2.8.2(iii), shall be deemed as responsive Bids. The Applicants with such responsive Bids and securing technical score (S_T) of minimum 60 marks would be considered as technically qualified Applicants and would be eligible for next stage of the evaluation Process, i.e., Financial regard to which the delay has occurred), for each week of delay or part thereof shall be recovered from the Agency unless prior extension of time has been granted by the JMRC under Clause 3.4(c) above.

b. **Total Liquidated Damages** – The total liquidated damages on account of the above shall be subject to a maximum of 10% (ten percent) of the total payable amount (i.e. the entire actual payable amount in respect of the particular land space with regard to which the delay has occurred).

3.7 PROFESSIONAL FEE [Project Development Fee]

3.7.1 FIXED FEE:

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

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

Note:

(i) In case of non-occurrence of events at sr. no. 7 and/or 8 and or 9, no payment on respective part onwards shall be released by JMRC for Project Development fee.

(ii) Consultant will certify percentage of completion of project during contract compliance monitoring.

3.7.2 SUCCESS FEE

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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 -10	0.75% of the onetime premium amount.
> 10 - 20	INR 7.50 lacs + 0.50% of the onetime premium amount greater than 10 Cr.
> 20	INR 12.50 Lacs + 0.25% of the onetime premium amount greater than 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**
1st Instalment (50% of the applicable amount)	Within 30 days from the date of acceptance of LoA, After signing of the concession agreement.	_
2nd Instalment (25% of the applicable amount)	After first quarter of total construction period defined in concession agreement (Date of NTP to Date of Occupancy Certificate) or after completion of 25% of Project, whichever is later.	Consultant will certify that 25% Project has been completed, subject to the verification by JMRC.
3rd Instalment (25% of the applicable amount)	At the end of construction period defined in concession agreement or after completion of Project.	Consultant will certify that Project has been completed in all respect, subject to the verification by JMRC.

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

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ANNEXURE - I

CHECK LIST

PART-A: TECHNICAL BID

SN	Technical proposal will contain the following documents :	Enclosed	Page No.
1	This Check List, duly ticked & signed. (Annexure-I)	Yes/No	
2	Covering letter along with Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP), GCC , duly filled & signed (Annexure–II) (To be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder On Bidder's Letterhead, as part of Technical Bid)	Yes/No	
3	All pages of RFP Document with corrigendum, addendum if any, duly signed and sealed by the Authorised Signatory of the bidder Organisation on each page.	Yes/No	
4	Power of Attorney or Board Resolution for signing the Bid (Annexure–III) as applicable. (On Non - judicial stamp paper of amount as per applicable rules of the land)	Yes/No	
5	Information about bidder (Annexure-IV) dully filled and signed. (To be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)	Yes/No	
6	Information about financial & managerial capacity of applicant duly filled and signed by authorised signatory (Annexure–V) enclosing supporting documents. (To be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)	Yes/No	
7	Statement Giving Details of Technical capacity of the bidder duly filled & enclosing required supporting documents (Annexure–VI) (To be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)	Yes/No	
8	Curriculum Vitae of the Consultants / Experts in the format Annexure-VII	Yes/No	
9	Approach & methodology to be adopted by the bidder for execution of consultancy project (Annexure-VIII) (To be submitted by Single Entity Bidder/Lead Member in Case of Consortium Bidder)	Yes/No	
10	Scanned copy of Bid Security 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 draft agreement duly signed on each page (Annexure-XII) (Shall be executed by successful bidder only on non judicial stamp paper of requisite value as per applicable rules)	Yes/No	
13	Registration Certificate of firm /Partnership deed/ Certificate of incorporation etc. as per eligibility requirement prescribed	Yes/No	

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SN	Technical proposal will contain the following documents :	Enclosed	Page 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	
18	Undertaking to Indemnify JMRC (Annexure-XIII)	Yes/No	
19	Compliance with the code of integrity and No conflict of Interest (Annexure-XIV) (to be submitted by Single Entity Bidder/Eeach Member in Case of Consortium Bidder)	Yes/No	
20	Declaration by the Bidder regarding qualifications (Annexure-XV) (to be submitted by Single Entity Bidder/Lead Member in Case of Consortium Bidder)	Yes/No	
21	Land Border Country Registration Requirement (Annexure-XVI)	Yes/No	
22	Bid -Securing Declaration (Annexure-XVII)	Yes/No	
23	Memorendum of UnderStanding (MoU) in case of Consortium (Annexure-XVIII)	Yes/No	
24	Financial Eligibility (certificate of networth -Annexure-XIX)	Yes/No	
25	Financial Eligibility (certificate of Annual Turnover - Annexure-XX)	Yes/No	
Part B : Financial Bid			
1	Financial bid is to be uploaded in soft copy on e-proc portal (Annexure-IX) (to be submitted by Single Entity Bidder/Lead Member in Case of Consortium Bidder in Excel format only in BoQ)	Yes/No	

ANNEXURE-V

STATEMENT OF MANAGERIAL & FINANCIAL CAPACITY

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

S. No.	Financial Year	Annual Receipt of consultancy fee (Rs. In Lacs)
1.	Year 2016-17	
2.	Year 2017-18	
3.	Year 2018-19	
4.	Year 2019-20	
5.	Year 2020-21	
6.	Year 2021-22	
7.	Year 2022-23	
Average consultancy fee for above Seven Financial Years		

Note: Attach proof of receipt of consultancy fees duly signed by a practising Chartered Accountant(with UDIN)

4. Details of consultants/ experts :

S. No.	Position	Qualification	No. of years' experience	Details of experience
(i)	PPP Expert			
(ii)	Real Estate / Infrastructure Expert			
(iii)	Finance Analyst			
(iv)	Architect/urban planner			
(v)	Legal Expert			
(vi)	Associate (1)			
(vii)	Associate (2)			

(Supporting documents for above to be attached)

Date | Signature

Place | Name

Designation

Seal of Authorised Signatory (bidder)

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Annexure-XVIII

Memorandum of Understanding (MOU) in case of Consortium

(On non-judicial stamp paper of requisite value as per applicable stamp act and duly attested by Notary Public)

Bid No:..

This Memorandum of Understanding (MOU) entered into this ....day of ....(Month & year)..... at .... Among M/s .... (hereinafter referred to as"..................... ") and having registered office at ....as the Lead Member And M/s .... (hereinafter referred to as" ....") and having registered office at .... as the other member.

The expressions of ------------------------ (name of lead member) and ----- (name of other member) -------- (which expression shall unless repugnant to the context or meaning thereof mean and indicate its successors and assignees) shall collectively be referred to as "The Consortium" and individually as "the Member" Whereas the Jaipur Metro Rail Corporation Limited (JMRC) has issued Request for Proposal for .... *(name of Project)* (the**"Project")**".

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE MEMBERS AGREED AND DECLARED AS FOLLOWS:

That the Members shall jointly submit the Bid for implementation of the said Project as per the terms & conditions, specifications and other obligations as mentioned in the RFP document issued by JMRC. M/s ------------------------------(name of lead member) shall be the Lead Member of the consortium for all intents and purpose and shall:

be authorized for all or any of the acts, deeds or things necessary or incidental for submission of the Proposal/Bid, responding to queries and submission of information/ documents, execute and implement (in case the project awarded) the Project as per the terms & conditions, specifications and other obligations as per the Contract Agreement with the Authority with regard to the same on behalf of the consortium and represent the Consortium in its dealing with the Authority and receive instructions for and on behalf of any or all Members of Consortium.

In case the Project is awarded, all members of the consortium shall be jointly and severally liable for the execution and due performance of the contract with JMRC in accordance with the contract terms. All members of the consortium shall be bound by all acts, representations, deeds and things of the lead member with respect to this RFP.

Roles and Responsibilities of Members of Consortium:

Member	Responsibility in Implementation of the Project
Lead Member	
Other Member	

All members of the Consortium hereby confirm to carry their respective responsibilities as mentioned in this MoU. Any change in composition of Consortium of a Bidder shall not be permitted during any stage of the Bidding Process and thereafter uptill Completion of the Project in case the Project is awarded.

In case a Project is awarded to a Consortium Bidder, then Lead Member of the Consortium shall be required to submit Performance Security as per the terms of RFP Document and Contract Agreement.

This MoU shall be governed in accordance with the laws of India and Indian courts in Jaipur shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.That this MOU shall remain valid for the period of validity of the Bid submitted by the Consortium Bidder and in case successful, till due performance of the Contract with the Authority for the said Project. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

Signed by Authorised Signatory of:

Lead Member: .... (Name & Designation)	Witness: 1. 2.
Other Member-1: .... (Name & Designation)	1. 2.

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Annexure-XIX

Financial Eligibility (Certificate of Net Worth)
(to be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)

F-1(R-224)/JMRC/DC/Rev/2023-24/Land Parcels/7/3769 Dated: 04/10/2023

Name of the Bidder: ....

S.N.	Particulars	Amount (Rs.) as on March 31st , 2023
1	Net Worth	

This is to certify that the information contained above are correct as per the audited financial accounts of the Bidder.

UDIN No.:

Date: (Signature, Name and Seal of Chartered Accountant)

Note:-

a. The above Form shall be filled and duly certified by a practicing Chartered Accountant with Unique Document Identification Number (UDIN) on the certificate.

b. Bidder shall also submit audited financial accounts of FY 2019-20, 2020-21 and 2021-22.

c. Net Worth shall be calculated as per Clause 57 of the Indian Companies Act 2013 which states "Net Worth means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation"

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Annexure-XX

Financial Eligibility (Certificate of Annual Turnover)
(to be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)

F-1(R-224)/JMRC/DC/Rev/2023-24/Land Parcels/7/3769 Dated: 04/10/2023

Name of the Bidder: ....

S.N.	Financial Year	Annual Turnover (Amount in Rs.)
1	FY 2016-17	
2	FY 2017-18	
3	FY 2018-19	
4	FY 2019-20	
5	FY 2020-21	
6	FY 2021-22	
7	FY 2022-23	

This is to certify that the information contained above are correct as per the audited financial accounts of the Bidder.

UDIN No.:

Date: (Signature, Name and Seal of Chartered Accountant)

Note:-

a. The above Form shall be filled and duly certified by a practicing Chartered Accountant with Unique Document Identification Number (UDIN) on the certificate.
b. Bidder shall also submit audited financial accounts of FY 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23