



JAIPUR METRO

# JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

Admin Building, Metro Depot, Bhargu Path, Mansarovar, Jaipur-302020

CIN: U60221RJ2010SGC030630

Tel: No. 0141- 2822780 / Fax No. 0141-2822781

Website: www.jaipurmetrorail.in / email id: dp@jaipurmetrorail.in

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Azadi Ka  
Amrit Mahotsav

F7(C-480)/JMRC/Phase 2 DPR/Consultancy/2024/372

Date: 26.07.2024

## Addendum

**Subject:** Selection of Consultancy Firm for Conducting Traffic & Transport Studies for New Metro Routes, Reviewing of Phase 2 DPR (2020), Preparation of DPR for Feasible/Selected Routes & Other Works.

**E-Proc Tender ID: "2024\_JMRC\_403051\_1"**

With reference subject RFP document, the following corrigendum is hereby issued:

SN	Detail	Reference	Existing provision	Modified provision
1	Technical Score Criteria	Section II, Clause No 7.2.1, Page No 44	No. of Years of experience in India....	No. of Years of experience in India <b>or Abroad.....</b>

The corrected pages of relevant pages of RFP are placed as Annexure to this letter.

  
(Akhilesh Kumar Saxena  
Director (Project)  
0141-2822781

## Section II: Bid Data Sheet

ITC clause Reference																									
2.1.1	<p>The Procuring Entity (Client) with full address:</p> <p>Managing Director Jaipur Metro Rail Corporation Limited Admin Building, Metro Depot, Brighu Path, Mansarovar City: Jaipur (Rajasthan), Postal Code: 302020 Telephone (0141- 2822781) Electronic mail address: <a href="mailto:dp@jaipurmetrorail.in">dp@jaipurmetrorail.in</a></p> <p>Method of selection: <b>Quality cum Cost Based Selection (QCBS)</b></p>																								
2.1.3	<p>The complete bid document can be downloaded from the state e-procurement website <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures.</p> <p>The complete bid document can also be seen on Corporation's website <a href="https://transport.rajasthan.gov.in/jmrc">https://transport.rajasthan.gov.in/jmrc</a> and state procurement portal i.e., <a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a></p> <p>Bidders who wish to participate in this online bidding process must register on <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a>. To participate in online tenders, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids by authorized signatory submitted online by the bidder.</p> <p><b>Schedule of Selection Process</b> - The Authority would endeavor to adhere to the following schedule:</p> <table border="1"> <thead> <tr> <th>S.N.</th> <th>Event Description</th> <th>Date &amp; Time</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Publishing of Bid</td> <td>1855 hrs on 06 July 2024</td> </tr> <tr> <td>2</td> <td>Last date for receiving queries/ clarifications</td> <td>1800 hrs on 16 July 2024</td> </tr> <tr> <td>3</td> <td>Pre. Bid Conference</td> <td>1300 hrs on 22 July 2024</td> </tr> <tr> <td>4</td> <td>Authority response to queries</td> <td>1700 hrs on 23 July 2024</td> </tr> <tr> <td>5</td> <td>Last Date for submission of Bid</td> <td>1500 hrs <b>on 05 August 2024</b></td> </tr> <tr> <td>6</td> <td>Opening of Technical Bid</td> <td>1600 hrs <b>on 05 August 2024</b></td> </tr> <tr> <td>7</td> <td>Opening of Financial Bid</td> <td>To be informed to technically qualified bidders by email and announced on website.</td> </tr> </tbody> </table> <p>Name of the assignment is <b>SELECTION OF CONSULTANCY FIRM FOR CONDUCTING TRAFFIC &amp; TRANSPORT STUDIES FOR NEW METRO ROUTES, REVIEWING OF PHASE 2 DPR (2020), PREPERATION OF DPR FOR FEASIBLE/SELECTED ROUTES &amp; OTHER WORKS.</b></p>	S.N.	Event Description	Date & Time	1	Publishing of Bid	1855 hrs on 06 July 2024	2	Last date for receiving queries/ clarifications	1800 hrs on 16 July 2024	3	Pre. Bid Conference	1300 hrs on 22 July 2024	4	Authority response to queries	1700 hrs on 23 July 2024	5	Last Date for submission of Bid	1500 hrs <b>on 05 August 2024</b>	6	Opening of Technical Bid	1600 hrs <b>on 05 August 2024</b>	7	Opening of Financial Bid	To be informed to technically qualified bidders by email and announced on website.
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	The Consultant will have to submit the CVs showcasing relevance to the desired experience in the prescribed format of Section –III. All the requisite degrees should be from recognized Universities.
2.1.12	The bidder has to submit <b>INR 5000/- plus applicable GST(18%)</b> against the cost of RFP Document alongwith the Bid Submission in form of Demand Draft / Bankers Cheque, <b>payable in favor of Jaipur Metro Rail Corporation Limited</b> . This amount shall be Non-Refundable. The scanned copy of this has to be submitted alongwith Technical Submission. Venue and Date of Physical Submission will be as per clause 2.1.14.
2.1.13	The processing fees of <b>INR 2500/-</b> (Rs. One Thousand Five Hundred only) has to be submitted in form of Demand Draft / Bankers Cheque, <b>payable in favor of Managing Director, RISL</b> payable at Jaipur. This amount shall be Non-Refundable. The scanned copy of this has to be submitted alongwith Technical Submission. Venue and Date of Physical Submission will be as per clause 2.1.14.
2.1.14	Venue and Date of Physical Submission of financial instruments i.e. Cost of RFP, Processing Fee and Bid Security shall to: Venue: <b>Office of Director (Project)</b> <b>Jaipur Metro Rail Corporation Limited</b> <b>First Floor, Admin Building, Metro Depot, Bhrighu Path, Mansarovar</b> <b>City: Jaipur (Rajasthan), Postal Code: 302020</b> <b>Telephone (91-141) 2822781</b> <b>Date &amp; Time: 1200 Noon, 05 August 2024</b>
3.2.1	Whether Joint Ventures are permitted to submit Proposals (Yes/No) : Yes <b>Important Note: For the purpose of this assignment, JV/consortium/association is permitted for maximum of 02 partners only.</b>
3.5.1	Proposals must remain valid for 90 days after the last date for submission.
3.6.1	Bid Security Amount: INR 22 Lacs (2% of the Estimated Cost) through Demand Draft/bankers Cheque, payable in favor of JAIPUR METRO RAIL CORPORATION LIMITED. Venue and Date of Physical Submission will be as per clause 2.1.14.
4.1.1	For clarification purposes only, the Procuring Entity's (Client's) address is: Designation: Director (Project), JMRC Address: <b>Jaipur Metro Rail Corporation Limited</b> <b>Admin Building, Metro Depot, Bhrighu Path, Mansarovar</b> <b>City: Jaipur (Rajasthan), Postal Code: 302020</b> <b>Telephone (91-141) 2822781</b> <b>Electronic mail address: <a href="mailto:dp@jaipurmetrorail.in">dp@jaipurmetrorail.in</a></b>





5.1.1 & 5.1.3.3	Proposals shall be submitted in the English language.												
5.2.1	The format of the Technical Proposal to be submitted using the Standard Forms provided in Section III of the RFP.												
5.3.1	The format of the Financial Proposal to be submitted using the Standard Forms provided in Section III of the RFP.												
5.4.1	The Price for the Services shall be expressed in Indian Rupees  The payments shall be made in Indian Rupees												
6.1.2	Consultant must submit the Technical Proposal and the Financial Proposal through State Government's e-proc website as also prescribed in Clause 2.1.3												
6.1.5	Technical Proposal Opening at the Procuring Entity's (Client's) address: Address: <div style="text-align: center;"><b>Director (Project), JMRC</b> <b>Jaipur Metro Rail Corporation Limited</b> <b>Admin Building, Metro Depot, Bhrighu Path, Mansarovar</b> <b>City: Jaipur (Rajasthan), Postal Code: 302020</b> <b>Telephone (91-141) 2822781</b> <b>Electronic mail address: <a href="mailto:dp@jaipurmetrorail.in">dp@jaipurmetrorail.in</a></b></div> Date and Time: <b>Time 1600 hrs Date: 05 August, 2024</b>												
7.2.1	<p><b>The broad criteria for the evaluation of the technical proposals shall be as follows:</b></p> <p>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.</p> <p>ii. In the first stage, the Technical Bid will be evaluated on the basis of parameters detailed below. Only those Applicants whose Technical Bids score will be 60 marks or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest Technical Score (S<sub>T</sub>) and would be considered as technically qualified Applicants and would be eligible for next stage of the evaluation Process, i.e., Financial Evaluation.</p> <p>iii. The Technical Proposal will be evaluated based on the following criteria. Each of the parameters has been detailed in the subsequently</p> <table><tr><th>S.No</th><th>Evaluation parameter</th><th>Total Marks</th></tr><tr><td>1</td><td>Firm's Credentials</td><td>50 marks</td></tr><tr><td>2</td><td>Team Composition and Expertise</td><td>40 marks</td></tr><tr><td>3</td><td>Presentation over understanding of</td><td>10 marks</td></tr></table>	S.No	Evaluation parameter	Total Marks	1	Firm's Credentials	50 marks	2	Team Composition and Expertise	40 marks	3	Presentation over understanding of	10 marks
S.No	Evaluation parameter	Total Marks											
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	assignment, scheduling of work, methodology, expertise of proposed experts & method of execution	
	<b>Total</b>	<b>100 Marks</b>

1) Scoring criteria for Firm's Credentials are as follows:

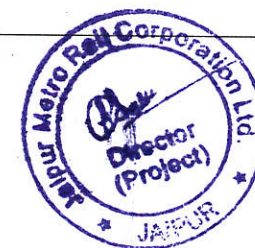
No.	Technical Criteria	Score	Marks Deployment								
1.	No. of Years of experience in India <b>or Abroad</b> in the field of traffic and transport consultancy services across of Mass Rapid Transit System Projects including but not limited to Preparation of Detailed feasibilities studies/ Detailed Project Reports/ Comprehensive Traffic & transport studies/ Comprehensive Mobility Plan/Detailed Design etc., as on 31.05.2024 (Maximum 10 marks)	10	<table><thead><tr><th>Parameter</th><th>Marks</th></tr></thead><tbody><tr><td>Equal or more than 10 years but less than or equal to 15 years</td><td>5</td></tr><tr><td>More than 15 years but less than or equal to 20 years</td><td>8</td></tr><tr><td>More than 20 years</td><td>10</td></tr></tbody></table> <p><b>Documents Required:</b> Certificate of Registration/ Copy of Memorandum /Article of Association/ Certificate of Incorporation</p>	Parameter	Marks	Equal or more than 10 years but less than or equal to 15 years	5	More than 15 years but less than or equal to 20 years	8	More than 20 years	10
Parameter	Marks										
Equal or more than 10 years but less than or equal to 15 years	5										
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2.	Experience in preparation of DPRs or project feasibility report for any Mass Rapid Transit System (Conventional Metro, Rapid Rail, BRTS LRT etc.) in last 10 years as on 31.05.2024 (Maximum 20 marks)	20	<table><thead><tr><th>Parameter</th><th>Marks</th></tr></thead><tbody><tr><td>01 to 05 (completed + ongoing) Projects</td><td>05</td></tr><tr><td>More than 05 but less than or equal 08 (completed+ ongoing) Projects</td><td>10</td></tr><tr><td>More than 08 (completed + ongoing) Projects</td><td>15</td></tr></tbody></table> <p>Additional 03 marks will be given, if the work includes at least two works related to preparation of DPR for Metro Rail project in India.</p> <p>Additional 02 marks will be given, if the work includes at least two works related to preparation of DPR for Metro Rail project in India for more than 20 Kms each.</p>	Parameter	Marks	01 to 05 (completed + ongoing) Projects	05	More than 05 but less than or equal 08 (completed+ ongoing) Projects	10	More than 08 (completed + ongoing) Projects	15
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**Selection of Consultancy Firm for Conducting Traffic & Transport Studies for New Metro Routes, Reviewing of Phase 2 DPR (2020), Preparation of DPR for Feasible/Selected Routes & Other Works.**

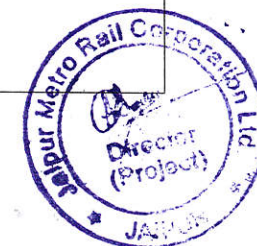
**PRE Bid Queries - Combined Reply**

S.NO	Query	Reply																
1.	The last date of submission may please be extended till at least 15 days after issue of final clarifications/ response to queries.	The last date of submission has been extended upto 05.08.2024, refer Corrigendum-01 dated 23.07.2024.																
2.	<p>1. As per Metro Rail Policy-2017, Comprehensive Mobility Plan (CMP) is a mandatory document which should not be older than 5 years. Also, the MRTS corridors mentioned must be the suggested mobility corridors for further studies viz. Alternatives Analysis Report and Detailed Project Report.</p> <p>2. Latest CMP with these MRTS corridors may please be made available to the consultant.</p>	The Latest CMP shall be made available during the execution of the work to the successful bidder.																
3.	<p>Bid Secure/EMD of Rs. 22 Lakh is mentioned on E-Procurement Portal of Rajasthan. It has also mentioned that “EMD Exemption is NOT Allowed”.</p> <table><tr><th colspan="4">EMD Fee Details</th></tr><tr><td>EMD Amount in ₹</td><td>22,00,000</td><td>EMD Exemption Allowed</td><td>No</td></tr><tr><td>EMD Fee Type</td><td>percentage</td><td>EMD Percentage</td><td>2.0%</td></tr><tr><td>EMD Payable To</td><td>Jaipur Metro Rail corporation Limited</td><td>EMD Payable At</td><td>Jaipur</td></tr></table> <p>However, as per Clause 3.6.1 (Bid Security) of RFP, it has mentioned that “In lieu of Bid Security, a Bid Securing Declaration shall be taken from Public Sector Enterprises of Central Government”.</p>	EMD Fee Details				EMD Amount in ₹	22,00,000	EMD Exemption Allowed	No	EMD Fee Type	percentage	EMD Percentage	2.0%	EMD Payable To	Jaipur Metro Rail corporation Limited	EMD Payable At	Jaipur	The applicable EMD amount may be filled in the concerned cell by the eligible bidder to proceed with the submission. However, the eligible bidder may enclose the undertaking in lieu of Bid Security, as mentioned in the bid document and need not pay the EMD amount.
EMD Fee Details																		
EMD Amount in ₹	22,00,000	EMD Exemption Allowed	No															
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EMD Payable To	Jaipur Metro Rail corporation Limited	EMD Payable At	Jaipur															

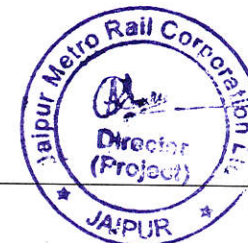




	Since, RITES Limited is a Public Sector Enterprise of Central Government. Therefore, please clarify that submission of Bid Securing Declaration for this work by RITES Limited shall be allowed or not. If yes, then E-Procurement Portal of Rajasthan shall be updated for “EMD Exemption” as “ALLOWED” status.																
4.	<p>May be modified as:</p> <p>Financial Standing (Annual Turnover): The average of annual turnover of bidder during last three Audited Financial Years FY 2023-24, FY 2022-23 &amp; FY 2021-22 (certified &amp; stamped by Chartered Accountant along with registration no./UDIN Number), should not be less than <b>INR 200 Crore for Consultancy Works.</b></p>	Please follow the bid document and its conditions.															
5.	<p>As per ceiling limit of total consultancy for four deliverables,</p> <p>Deliverable-1 has Ceiling limit of 30% of total consultancy fee and Deliverable-2 also has 30% of ceiling limit.</p> <p>However, as per Section IV (ToR), Deliverable-1 has more component of tasks than Deliverable-2.</p> <p>In view of above, the Ceiling limit for each Deliverable may be modified as under:</p> <table border="1"> <thead> <tr> <th>S.No.</th><th>Deliverable</th><th>% Ceiling limit of total consultancy fee</th></tr> </thead> <tbody> <tr> <td>1</td><td>Deliverable 1</td><td>40%</td></tr> <tr> <td>2</td><td>Deliverable 2</td><td>30%</td></tr> <tr> <td>3</td><td>Deliverable 3</td><td>15%</td></tr> <tr> <td>4</td><td>Deliverable 4</td><td>15%</td></tr> </tbody> </table>	S.No.	Deliverable	% Ceiling limit of total consultancy fee	1	Deliverable 1	40%	2	Deliverable 2	30%	3	Deliverable 3	15%	4	Deliverable 4	15%	Please follow the bid document and its conditions.
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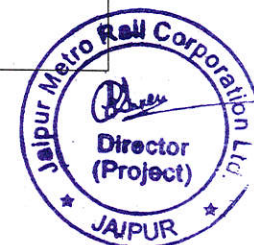



6.	<p>1. There is no mention of Alternatives Analysis Report for Updation of DPR for Phase 2 as per Part 1. Please clarify, Alternatives Analysis Report for Phase-2 Corridor is to be carried or not.</p> <p>2. Transport Demand Model of “Comprehensive Traffic &amp; Transportation Study” shall be provided by JMRC or it is to be developed by the consultant for this project. In case, the Transport Demand Model is to be developed by consultant, then it will require to carry out limited traffic and transportation surveys which may require additional time.</p>	<p>1. The Alternative analysis for updation of existing DPR 2020 was prepared. However, for updated DPR, alternative analysis is mandatory along with other requirements for preparing fresh DPR as per Metro Rail Policy, 2017 and other MoHUA/GoI guidelines. Thus may be done accordingly.</p> <p>2. To carry out the work mentioned in the bid document, all associated studies/surveys are to be carried out by the bidder with no extra cost and time.</p>																																	
7.	<p>In view of scope of work, proposed submission timelines are as follows:</p> <table border="1"> <thead> <tr> <th>S.No.</th><th>Deliverables</th><th>Submission Period#</th></tr> </thead> <tbody> <tr> <td>1(a)</td><td>DPR on ToR Points no. (a)(1) to (a)(5)</td><td>D<sub>C</sub> + 90 days</td></tr> <tr> <td>1(b)</td><td>Report on ToR point no.(a)(6)</td><td>D<sub>C</sub> + 120 days</td></tr> <tr> <td>2(a)</td><td>Draft DPR submission as per ToR points no. (b)(1) to (b)(4)</td><td>D<sub>C</sub> + 165 days</td></tr> <tr> <td>2(b)</td><td>Final DPR Submission</td><td>D<sub>C</sub> + 180 days</td></tr> <tr> <td>3(a)</td><td>Draft Proposal submission as per ToR points no. (c)(1) to (c)(14)</td><td>D<sub>C</sub> + 200 days</td></tr> <tr> <td>3(b)</td><td>Final Proposal submission</td><td>D<sub>C</sub> + 210 days</td></tr> <tr> <td>4(a)</td><td>Assessment Report</td><td>D<sub>C</sub> + 220 days</td></tr> <tr> <td>4(b)</td><td>Draft Proposal submission as per ToR points no. (d)(1) to (d)(11)</td><td>D<sub>C</sub> + 230 days</td></tr> <tr> <td>4(c)</td><td>Final Proposal submission</td><td>D<sub>C</sub> + 240 days</td></tr> <tr> <td></td><td>Overall Contract Period</td><td>D<sub>C</sub> + 240 days</td></tr> </tbody> </table>	S.No.	Deliverables	Submission Period#	1(a)	DPR on ToR Points no. (a)(1) to (a)(5)	D <sub>C</sub> + 90 days	1(b)	Report on ToR point no.(a)(6)	D <sub>C</sub> + 120 days	2(a)	Draft DPR submission as per ToR points no. (b)(1) to (b)(4)	D <sub>C</sub> + 165 days	2(b)	Final DPR Submission	D <sub>C</sub> + 180 days	3(a)	Draft Proposal submission as per ToR points no. (c)(1) to (c)(14)	D <sub>C</sub> + 200 days	3(b)	Final Proposal submission	D <sub>C</sub> + 210 days	4(a)	Assessment Report	D <sub>C</sub> + 220 days	4(b)	Draft Proposal submission as per ToR points no. (d)(1) to (d)(11)	D <sub>C</sub> + 230 days	4(c)	Final Proposal submission	D <sub>C</sub> + 240 days		Overall Contract Period	D <sub>C</sub> + 240 days	<p>Please follow the bid document and its conditions.</p>
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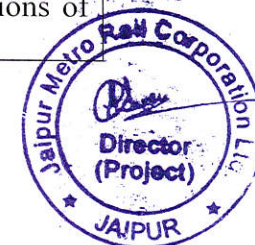
	(08 months)	
	<p><b># Excluding time taken in approvals of previous milestones by the Client</b></p> <p><b>Note:</b></p> <p>Field Surveys and Investigation is a time-consuming work which is carried out with the assistance and support by the Client/Nodal Agency for necessary permission from local authorities at project site. Also, development of Transport Demand Model in CUBE/VISUM for base year and Horizon year is a time-consuming work which requires collection of secondary data and primary traffic and travel surveys data. Therefore, as per the understanding of the Scope of Assignment, <b>the duration of study may be kept as 8 months</b> (Excluding time taken in approvals for various tasks by the Client)</p>	
8.	<p>The scope of work does not mention types of field surveys and investigations to be carried out as per part of this assignment.</p> <p>Please provide the list of field surveys and investigations to be carried out for as part of this assignment.</p>	For DPR preparation and updation, all associated studies/surveys (Alternative analysis) as per Metro Rail Policy, 2017 and other MoHUA/GoI guidelines are to be carried out by the bidder with no extra cost and time. Thus may be done accordingly.
9.	<p>Since the assignment is invited by means of National Competitive Bidding (NCB), we request the authority to allow wholly owned subsidiaries of foreign firms who are registered/incorporated in India to use the credentials of their parent/holding company.</p> <p>Kindly Consider.</p>	Please follow the bid document and its conditions.
10.	<p>Please clarify taking up this assignment will not lead to conflict of interest for taking up downstream works coming up in future, like GC/DDC etc.</p> <p>Kindly confirm</p>	Refer Clause 3 of ITC (RFP).



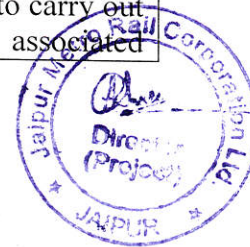
11.	<p>We understand that in case of JV/consortium the payments shall be made to Lead member of the consortium.</p> <p>Kindly Confirm</p>	Payment shall be made as per details received under Form-3 of Bidding forms.												
12.	<p>The authority will agree that JV/consortiums are formed in order to enhance the capabilities of a bidder for carrying out complex technical studies successfully within the given time frame.</p> <p>In view of the above and considering the fact that for this study maximum of 02 partners only are allowed to be in a JV/consortium, we request the authority to consider the cumulative work experience of JV/consortium members rather than giving them marks on the basis of weighted average percentage participation of each member for this assignment.</p> <p>Kindly Consider.</p>	Please follow the bid document and its conditions.												
13.	<p>To create a level playing field we request the authority to modify the said clause as per following:</p> <table border="1"> <thead> <tr> <th>No. of Years of experience in India in the field of consultancy/ infrastructure/ engineering services preferably but not limited to Mass Rapid Transit System for projects including but not limited to preparation of Detailed feasibilities studies/ Detailed Project Reports/ Comprehensive Traffic &amp; transport studies/ Comprehensive Mobility Plan/ Detailed Design etc., as on 31.05.2024 (Maximum 10 marks)</th><th>Parameter</th><th>Marks</th></tr> </thead> <tbody> <tr> <td></td><td>Equal or more than 10 years but less than or equal to 12 years</td><td>5</td></tr> <tr> <td></td><td>More than 12 years but less than or equal to 15 years</td><td>8</td></tr> <tr> <td></td><td>More than 15 years</td><td>10</td></tr> </tbody> </table>	No. of Years of experience in India in the field of consultancy/ infrastructure/ engineering services preferably but not limited to Mass Rapid Transit System for projects including but not limited to preparation of Detailed feasibilities studies/ Detailed Project Reports/ Comprehensive Traffic & transport studies/ Comprehensive Mobility Plan/ Detailed Design etc., as on 31.05.2024 (Maximum 10 marks)	Parameter	Marks		Equal or more than 10 years but less than or equal to 12 years	5		More than 12 years but less than or equal to 15 years	8		More than 15 years	10	<p>Please follow the bid document and its conditions.</p> 
No. of Years of experience in India in the field of consultancy/ infrastructure/ engineering services preferably but not limited to Mass Rapid Transit System for projects including but not limited to preparation of Detailed feasibilities studies/ Detailed Project Reports/ Comprehensive Traffic & transport studies/ Comprehensive Mobility Plan/ Detailed Design etc., as on 31.05.2024 (Maximum 10 marks)	Parameter	Marks												
	Equal or more than 10 years but less than or equal to 12 years	5												
	More than 12 years but less than or equal to 15 years	8												
	More than 15 years	10												



	Kindly Consider	
14.	<p>We understand that assignments of DPRs or project feasibility report for Semi High Speed/Conventional Rail will also be considered along with Conventional Metro, Rapid Rail, BRTS, LRT etc.</p> <p>Kindly Confirm</p>	Please follow the bid document and its conditions.
15.	<p>Since the duration of the assignment is only 04 months, we understand that there is no need to deploy all the 09 Key Personnel to the site location i.e. Jaipur and they can work from their respective home locations &amp; will need travel to client office to attend the meetings as and when required.</p> <p>Kindly Confirm</p>	Please follow the bid document and its conditions.
16.	<p>Considering the technical expertise required to carry out this kind of complicated study we request the authority to consider revising the weightage for Technical and Financial Proposals as follows:</p> <ul style="list-style-type: none"> <li>• Technical Proposal (T)=0.8 (80%) and</li> <li>• Financial Proposal (F)=0.2 (20%)</li> </ul> <p>Kindly Consider</p>	Please follow the bid document and its conditions.
17.	<p>We understand that CVs of experts involved with any firm as permanent employee/consultants/project employee/ex-project employee would be considered for Team Leader and other positions mentioned in the RFP.</p> <p>Kindly Confirm &amp; It is not very clear from the said clause what kind of documents will be considered as proof of association of the experts.</p>	<p>Please follow the information provided under TECH-2 of the bid document.</p> <p>The information of the expert provided under TECH-5 has to be self-certified by the expert and counter certified by the Authorised Signatory of the proposal. It is important to note that any misstatement or misrepresentation may lead to disqualification or dismissal and action under provisions of the Act and the Rules/Conditions by the Client.</p>



	Kindly Clarify and provide the list of documents required.	
18.	<p>We would like to bring your kind attention to the timelines as mentioned in the Submission Period, it is to be noted that this timeline is very less with respect to the deliverables mentioned Task wise along with the Scope of Work in Section IV: Terms of Reference.</p> <p>In view of above and on the basis of our extensive experiences in similar projects we suggest the following timelines for a Comprehensive study: -  Deliverable-1: Dc + 6 months  Deliverable -2: Dc + 11 months  Deliverable -3: Dc + 11 months  Deliverable -4: Dc + 11 months</p> <p>Kindly Consider</p>	Please follow the bid document and its conditions.
19.	The payment percentage for the Approval stage of each of the Tasks / Parts is proposed to kept between 10% - 15% of the quoted Lump sum, cost against individual deliverable (As per Financial Proposal).	Please follow the bid document and its conditions.
20.	<p>The scope of work includes Feasibility Studies for various sections and development of DPR for the feasible stretches, including Phase-2 corridor. Detailed Topographic Surveys and Geotechnical Surveys would be required for the DPR Preparation. Will these data be provided by the client?</p> <p>Kindly Confirm.</p> <p>For potential other extensions and new corridors, the above mentioned surveys would be required to be conducted, which are</p>	<p>Only document mentioned in the BID Document will be provided. Please follow the bid document and its conditions.</p> <p>For potential other extensions and new corridors, to carry out the work mentioned in the bid document, all associated</p>

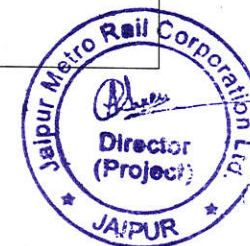




	<p>time intensive. Proposed timelines, as mentioned in the previous point, consider survey time requirements, as would be necessary for the deliverables as mentioned in the RFP.</p> <p>It is not very clear from the said clause if this survey scope remains with the consultant.</p> <p>Kindly Confirm.</p>	<p>studies/surveys as per Metro Rail Policy, 2017 and other MoHUA/GoI guidelines are to be carried out by the bidder with no extra cost and time. Thus may be conducted accordingly.</p>
21.	<p>We understand that all the attachments to the DPR such as soft copies of Topographic Surveys, Geotechnical Surveys, Land Plan and Traffic Surveys (till 5km of the study corridors) will be provided to successful bidder for preparing the DPR.</p> <p>Kindly Confirm</p>	<p>Only document(s) mentioned in the BID Document will be provided. Please follow the bid document and its conditions.</p>
22.	<p>We understand that the Transport Demand Model (TDM) for Jaipur City or at corridor level covering the Project Influence Area (PIA), developed for any previous study will be made available to the successful bidder.</p> <p>Kindly Confirm</p>	<p>Only document(s) mentioned in the BID Document will be provided. Please follow the bid document and its conditions.</p>
23.	<p>Traffic data as would be required for First and Last Mile Connectivity detailed proposal (e.g. origin-destination survey at existing stations and PT stops along the proposed corridor; Public Transport (PT) user surveys etc.) would be provided by the client or not.</p> <p>Kindly Confirm</p>	<p>No, only document mentioned in the BID Document will be provided. To carry out the work mentioned in the bid document, all associated studies are to be carried out by the bidder with no extra cost and time.</p>
24.	<p>We understand that this is a typographic error and instead of VAT it should be GST.</p> <p>Kindly Confirm</p>	<p>Yes, applicable Tax i.e. GST details to be provided in Form-3 of Bidding Forms.</p>
25.	<p>Considering the extremely small-time gap of just 3 days from release of replies to pre bid queries i.e. 23 July 2024 and the current bid due date i.e. 26 July 2024, we request you to kindly</p>	<p>The last date of submission has been extended upto 05.08.2024, refer Corrigendum-01 dated 23.07.2024.</p>

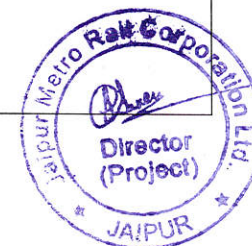


	<p>allow a minimum 3 week extension from the current bid due date.</p> <p>Kindly Consider</p>	
26.	<p>(Section IV: Terms of Reference, Pg- 81 to 84)</p> <p>The scope of work includes Feasibility Studies for various sections and development of DPR for the feasible stretches, including Phase- 2 corridor.</p> <p>Detailed Topographic Surveys and Geotechnical Surveys would be required for the DPR Preparation. Will these data be provided by the client? Kindly Confirm.</p> <p>For potential other extensions and new corridors, the Above mentioned surveys would be required to be conducted, which are time intensive. Proposed timelines, as mentioned in the previous point (Sl.No. 9), consider survey time requirements, as would be necessary for the deliverables as mentioned in the RFP.</p> <p>Topographic surveys; Geotechnical surveys; Environment and Social Impact surveys; procurement of RoW details, underground utility details and land identification for proposed depot are time intensive activities. The given timelines in the ToR would be insufficient for the same. It is not very clear from the said clause if this survey scope remains with the consultant. Kindly Confirm.</p>	<p>Only document(s) mentioned in the BID Document will be provided. Please follow the bid document and its conditions.</p> <p>To carry out the work mentioned in the bid document, all associated studies/surveys as per Metro Rail Policy, 2017 and other MoHUA/GoI guidelines are to be carried out by the bidder with no extra cost and time. Thus may be conducted accordingly.</p>
27.	<p>(Clause 2.1.5 of Bid Data Sheet, Page No. 37)</p> <p>We understand that all the attachments to the DPR such as editable soft copies of Topographic Surveys, Geotechnical Surveys, Land Plan and Traffic Survey data for the project corridors (till 5km of the study corridors) will be provided to successful bidder for preparing the DPR. Kindly Confirm</p>	<p>Only document(s) mentioned in the BID Document will be provided. Please follow the bid document and its conditions.</p>

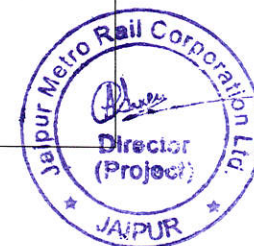




28.	(Clause 3.6.1, Page No. 42 & Form 4B, Page No. 70) We would like to bring your kind attention that there is discrepancy regarding the submission of the Bid Security, on the Bid Data Sheet it is mentioned that Bid Security will be submitted through Demand Draft/Bankers Cheque but there is a format (Form – 4B) also of Bank Guarantee for bid security in Section III – Bidding Forms. Kindly Confirm		The Bid Security can be submitted in form of Demand Draft or Bankers Cheque or Bank Guarantee.						
29.	<p>(Clause 9.4, Payment Schedule, Page No. 49) Considering the very short time line of just 4 months provided to complete the study and the large scope to be covered by the consultant, we request the authority to kindly amend the payment schedule as per following:</p> <table><tr><th>S.No</th><th>Deliverable</th><th>Payment percentage of the quoted Lumpsum cost against individual deliverable (As per financial proposal)</th></tr><tr><td>1.</td><td colspan="2">Preparation of Detailed Project Report (DPR) for Phase 2 &amp; its extension on the basis of Detailed Traffic &amp; Transport Study and related assessment along operational Phases i.e. Phase 1-Mansarovar to Badi Chaupar, under implementation Phases i.e. Phase 1C- Badi Chaupar to Transport Nagar &amp; Phase 1DMansarovar to Ajmer Road Chauraha and proposed Phase 2 (Phase 2A + Phase 2B) to</td></tr></table>		S.No	Deliverable	Payment percentage of the quoted Lumpsum cost against individual deliverable (As per financial proposal)	1.	Preparation of Detailed Project Report (DPR) for Phase 2 & its extension on the basis of Detailed Traffic & Transport Study and related assessment along operational Phases i.e. Phase 1-Mansarovar to Badi Chaupar, under implementation Phases i.e. Phase 1C- Badi Chaupar to Transport Nagar & Phase 1DMansarovar to Ajmer Road Chauraha and proposed Phase 2 (Phase 2A + Phase 2B) to		Please follow the bid document and its conditions.
S.No	Deliverable	Payment percentage of the quoted Lumpsum cost against individual deliverable (As per financial proposal)							
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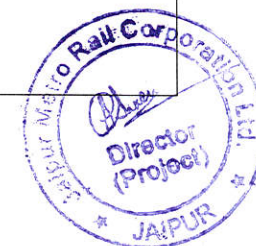


	identify most viable Phase 2 metro corridor along with other future metro extensions.		
a)	DPR on ToR points no. (a)(1) to (a)(5)	50%	% of D1c
b)	Report on ToR points no. (a)(6)	40%	
c)	Approval by Employer over the submission of (a)(1) to (a)(6)	10%	
2.	Preparation of Detailed Project Report {DPR} for most viable and effective metro corridors/extensions etc. identified on the basis of study and approved by the Competent Authority.		
a)	Draft DFR submission as per ToR points no, (b)(1) to (b)(4)	40%	% of D2c
b)	Final DPR submission	40%	
c)	The Final DPR(s) will be submitted to Central/State Government for approval. The release of payment will be after incorporation of comments from the Government Agency and approval of Employer thereupon.	20%	
3.	Preparation of Detailed Proposal for First-and Last Mile Connectivity for all operational and proposed metro stations.		

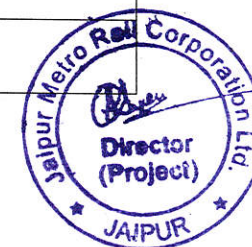




	a)	Draft Proposal submission as per ToR points no. (c)(1) to (c)(14)	50%	% of D3c	
	b)	Final Proposal submission	40%		
	c)	Approval of the proposal	10%		
	4.	Prepare a detailed Proposal plan for Value Capture Financing (VCF) by acquiring land parcels of JDA along the metro corridors.			
	a)	Assessment Report	15%	% of D4c	
	b)	Draft Proposal submission as per ToR points no. (d)(1) to (d)(11)	15%		
	c)	Review 1	20%		
	d)	Final Proposal submission	40%		
	e)	Approval of the proposal	10%		
	Kindly Consider				
30.	(Form Tech 6, Page No. 67) We understand that there is no need to submit the presentation with the proposal at the bidding stage and it has to be submitted post bid only after the intimation from the JMRC officials . Kindly Confirm			The presentation has to be submitted alongwith Technical Proposal (Form TECH-6) as per Bid Document Conditions.	
31.	(Form – 4B, Page No. 70) We request you to consider the Bank Guarantee towards Bid security submitted by Lead Member on behalf of the Consortium. Kindly Confirm			The Bid Security can be submitted in form of Demand Draft or Bankers Cheque or Bank Guarantee.	
32.	(Section II, Bid Data Sheet, Page No. 37) Since the Pre Bid meeting to be held either Physically or Virtually, we request the authority to provide the web link to attend the meeting virtually and we also request to allow at least 2 person per firm to attend.			Allowed.	



	Kindly Consider	
33.	(Clause 4.1, GCC, Page 14 & Clause 5.2, GCC, Page 27) We request the authority to kindly delete this provision as 'fit for purpose' terminology has a room for different Interpretations and is too wide to meet the expectation. Also, we believe the "Works" should include work as specified under the scope of the Contract. Kindly Consider	Please follow the bid document and its conditions.
34.	(Clause 4.2.3, GCC, Page 16) We request the authority that performance security should be based on the issue in performance only and it should not be linked to any breach of Contract on the part of the Contractor. Kindly Consider	Please follow the bid document and its conditions.
35.	(Clause .2.4.2, GCC, Page 16) We request the authority to kindly replace the wording "forthwith" and provide a 30 day notice period. Kindly Consider	
36.	(Clause 4.4 (h), GCC, Page 19) Imposition of LDs should be the sole remedy for delay in works as multiple legal actions is unfair. Kindly Consider	Please follow the bid document and its conditions.
37.	(Clause 4.26, GCC, Page 25) Kindly provide clarity on the financial implications for the Contractor and we request to specify only one legal action. Kindly Confirm	Please follow the bid document and its conditions.
38.	(Clause 14.6, GCC, Page 60) We request the authority to delete these sub-clauses as it is making our liabilities wide and uncapped. We request to remove these exceptions from capping of liabilities. Kindly Consider	Items pertaining to this contract shall be applicable.
39.	We understand that JV/Consortium is required when different partner brings different experience to complement each other	Please follow the bid document and its conditions.

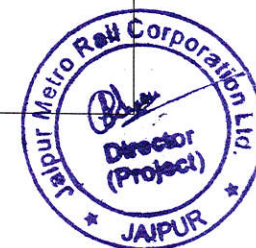




	<p>and comprehensive project delivery. Under work experience category 1 – 10 year experience of only traffic and transport consultancy services is sought. So, evaluating the experience on the basis of weighted average is not suggested as current scope require experience of both transport and real estate sector. So, one partner is expected to bring transport expertise and JV partner will provide real estate feasibility experience as per the Part 4 scope (VCF).</p> <p><b>Hence, it suggested that weighted average evaluation should be limited to years of experience of the organization in the field of consultancy and financial turnover only.</b></p>	
40.	Request authority to consider adding experience category of real estate / land feasibility studies in eligibility criteria, as it is an integral part for financial feasibility of the urban infrastructure project. This can be fulfilled by either of the JV partners.	Please follow the bid document and its conditions.
41.	Considering that the project is of national importance, we request authority to increase <b>minimum annual turnover requirement to ₹100 Crore</b> , so that reputed firms can participate and engage in healthy competition for the proposal.	Please follow the bid document and its conditions.
42.	<p>We understand that tender is open for participation by any registered entity including <b>Limited Liability Partnership firms.</b></p> <p><b>Please confirm our understanding.</b></p>	Yes, Included.
43.	We understand that the mentioned documents are required from Lead Partner only, please confirm.	In case of JV, both the partners will have to meet the requisite Clause 3.3.1
44.	We understand that original documents of only the mentioned instruments is required to be submitted to client. Please confirm the same along with the method by which submission is	The Original Documents, as mandated in the Bid Document, may be sent to the office address mentioned at 2.1.4 of Bid Data Sheet. The document should reach by last time and date.



	acceptable, i.e., by post, courier or through representative of the bidder.	of submission given at clause 2.1.3 of Bid data sheet and as per Corrigendum-01 dated 23.07.2024 thereupon.															
45.	We understand that bidder is expected to submit the signed version of the RFP document issued by the authority along with the technical proposal. Requesting for the confirmation on the same.	Yes, Please follow the bid document and its conditions.															
46.	We understand that authority will provide sufficient time to collate the technical and financial proposal after issuance of the response to queries. We request authority to provide at least 3 weeks - time to submit the proposal. Request authority to share the updated schedule.	The last date of submission has been extended upto 05.08.2024, refer Corrigendum-01 dated 23.07.2024.															
47.	Submission of hard copy of the documents should be allowed till two days after the online proposal submission date as bidder need to travel / post to Jaipur from various locations. Request authority to share the updated schedule.	Please follow the bid document and its conditions.															
48.	<p>In the current tender, scale or extent of land area to be considered in part 4 is not defined. However, we understand that like Deliverable 1 &amp; 2, Deliverable 4 will also require assessment of influence zone, available land parcels, feasibility, formation of guidelines, financial assessment, etc. Hence, it is suggested that % Ceiling limit of Deliverable 4 should be increased to 25% at least. Accordingly, following will be the shared % ceiling limit of total consultancy fees.</p> <table border="1"> <thead> <tr> <th>S.No</th><th>Deliverable</th><th>% Ceiling limit of Total consultancy fees</th></tr> </thead> <tbody> <tr> <td>1)</td><td>Deliverables</td><td>30%</td></tr> <tr> <td>2)</td><td>Deliverables</td><td>30%</td></tr> <tr> <td>3)</td><td>Deliverables</td><td>15%</td></tr> <tr> <td>4)</td><td>Deliverables</td><td>25%</td></tr> </tbody> </table>	S.No	Deliverable	% Ceiling limit of Total consultancy fees	1)	Deliverables	30%	2)	Deliverables	30%	3)	Deliverables	15%	4)	Deliverables	25%	<p>With regard to assessment of influence zone, the consultant will have to propose the same and identify land parcels and conduct relevant assessment.</p> <p>With regard to ceiling limits of deliverables, please follow the bid document and its conditions.</p>
S.No	Deliverable	% Ceiling limit of Total consultancy fees															
1)	Deliverables	30%															
2)	Deliverables	30%															
3)	Deliverables	15%															
4)	Deliverables	25%															

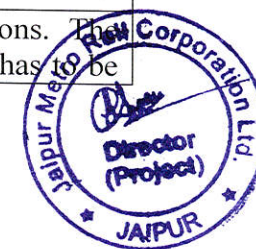




49.	<p>We request authority to also evaluate firms annual turnover criteria, as this is a fast paced assignment where consultant are expected to complete the DPR and assessment within 4 months time. Hence, it is important that firm should have strong financials to support the seamless working of the project. Accordingly following evaluation criteria may be added by authority: Average Annual Turnover of the firm in last 3 financial years (Maximum 10 marks)</p> <table><tr><th>Parameters</th><th>Marks</th></tr><tr><td>100 – 200 Crore</td><td>04</td></tr><tr><td>200 – 300 Crore</td><td>08</td></tr><tr><td>300 and above</td><td>10</td></tr><tr><td></td><td></td></tr></table>	Parameters	Marks	100 – 200 Crore	04	200 – 300 Crore	08	300 and above	10			Please follow the bid document and its conditions.
Parameters	Marks											
100 – 200 Crore	04											
200 – 300 Crore	08											
300 and above	10											
50.	<p>We understand that JV/Consortium is required when different partner brings different experience to complement each other and comprehensive project Delivery. Under work technical scoring category 1 – 20 years' experience of only traffic and transport consultancy services is sought. So, evaluating the experience on the basis of weighted average is not suggested as current scope require experience of both transport and real estate sector studies. Hence, request authority to either allow meeting the criteria by any of the JV partner or include real estate / land assessment study / similar consultancy experience as part of evaluation. Please confirm our understanding.</p>	Please follow the bid document and its conditions.										
51.	<p>We understand that various land monetisation / real estate project feasibility assignments will qualify in the category 4. We would also like to bring to JMRC's notice that many of such projects are part of larger assignments / PMUs. Hence, request authority to consider different projects / feasibilities / studies / assessments</p>	Please follow the bid document and its conditions.										



	which are the part of larger assignment / PMU as separate qualified projects. Please confirm our understanding.																		
52.	We request authority to consider updating the QCBS criteria to 80:20, considering that JMRC is keen to on board reputed consulting firms.	Please follow the bid document and its conditions.																	
53.	<div>Considering that maximum effort of the consultant will be in first 2 stages, request authority to revise the payment milestones as per the below table.</div> <table><tr><td>4)</td><td colspan="3">Prepare a detailed Proposal Plan for Value Capture Financing (VCF) by acquiring land parcels of JDA along the metro corridors</td></tr><tr><td>a)</td><td>Assessment Report</td><td>20%</td><td rowspan="4">% of D<sub>4c</sub></td></tr><tr><td>b)</td><td>Draft Proposal Submission as per ToR points no. (d) (1) to (d) (11)</td><td>40%</td></tr><tr><td>c)</td><td>Final Proposal Submission after Review</td><td>20%</td></tr><tr><td>d)</td><td>Approval of the Proposal</td><td>20%</td></tr></table> <div>Request authority to share a draft template for JV agreement for participation in the tender process.</div>	4)	Prepare a detailed Proposal Plan for Value Capture Financing (VCF) by acquiring land parcels of JDA along the metro corridors			a)	Assessment Report	20%	% of D <sub>4c</sub>	b)	Draft Proposal Submission as per ToR points no. (d) (1) to (d) (11)	40%	c)	Final Proposal Submission after Review	20%	d)	Approval of the Proposal	20%	Please follow the bid document and its conditions.
4)	Prepare a detailed Proposal Plan for Value Capture Financing (VCF) by acquiring land parcels of JDA along the metro corridors																		
a)	Assessment Report	20%	% of D <sub>4c</sub>																
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c)	Final Proposal Submission after Review	20%																	
d)	Approval of the Proposal	20%																	
54.	(Page no. 52 – Bidding Forms Form Tech-1 ) Request authority to share a draft template for JV agreement for participation in the tender process.	No prescribed format. The JV agreement shall comply all the requirements and conditions mentioned in the bid document.																	
55.	(Bidding Forms ) Request authority to confirm the amount of stamp required for different forms.	POA to be submitted on the stamp paper of value ₹ 500/-																	
56.	(Page no. 64 – Bidding Forms Form Tech 5 )	Please follow the bid document and its conditions. The information of the expert provided under TECH-5 has to be																	

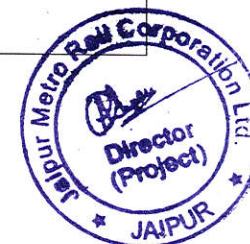




	We understand that a formal consent from the resource will fulfil this condition. Please confirm.	self-certified by the expert and counter certified by the Authorised Signatory of the proposal. It is important to note that any misstatement or misrepresentation may lead to disqualification or dismissal and action under provisions of the Act and the Rules by the Client.
57.	Request authority to confirm whether hardcopy of the Tech Form 6 is to be submitted along with other original documents or only uploaded online.	The Tech-6 Form is to be submitted in hard copy alongwith Technical Proposal and also to be uploaded online.
58.	Request for the revision of clause under Disclaimer as under: Neither JMRC nor and ..... the Assignment except for any liability as may be judicially determined by a court of competent jurisdiction.	Please follow the bid document and its conditions.
59.	Request consider replacing the clause 10.1 as under: 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.	Please follow the bid document and its conditions.
60.	Request for the revision of clause as under:	Please follow the bid document and its conditions.



	The consultancy firm shall .....returns every year and shall keep the Authority fully indemnified against liability of tax, interest, penalty etc. of the firm in respect thereof, which may arise.	
61.	<p><b>Request for the revision of clause as under:</b></p> <p>Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.</p>	Please follow the bid document and its conditions.
62.	<p>(Page No. 36 – General Contract Conditions document Clause no 7.8 )</p> <p><b>Request consider replacing the clause as under:</b></p> <p>The Contractor 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 Contractor 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 Contractor compiles and retains in connection with the Services (but not information provided by Employer reflected in them).</p>	Please follow the bid document and its conditions.
63.	<p>(Page No. 30 – General Contract Conditions document Clause no 5.8 )</p> <p><b>Request for the revision of clause as under:</b></p>	Please follow the bid document and its conditions.

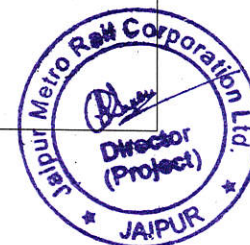




The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, license fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights. The Contractor shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Contractor failing to act at Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other

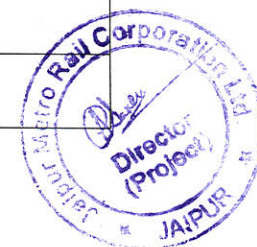


Contract. Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Employer, his successors and assignees a royalty-free, non-exclusive and irrevocable license (carrying the right to grant sub-licenses) to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works). If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a non-exclusive irrevocable and royalty free license (carrying the right to grant sub-license) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use. If the Contractor uses proprietary software for the purpose of storing or utilizing records the Contractor shall obtain at his own expense the grant of a license or sub - license to use such software in favor of the Employer and shall pay such license fee or other payment as the grantor of such license may require provided that the use of such software under the license may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof. The Contractor's permission referred to above shall be given, inter alia, to enable the Employer to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation

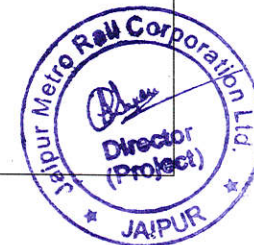




	for a third party to undertake the performance of services for the Employer in respect of such programmes and documentation. If any software is developed under the Contract or used by the Contractor for the purposes of storing or utilizing records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the Employer (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute. The Employer reserves the right to use other Software on or in connection with the Works.	
64.	<p>(Page No. 51 – General Contract Conditions document Clause no 11.19 )</p> <p><b>Request for the revision of clause as under:</b></p> <p>It is an agreed term of the Contract, .....however, shall not carry any interest. <b>Notwithstanding anything contained herein, any audit and/or request for information conducted shall be restricted to the physical files in relation to this Agreement only and shall be subject to Employer agreeing to maintain confidentiality of these documents. No access to the Contractor's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by the Employer to conduct such audit or request for information shall not be a competitor of the Contractor and shall agree to confidential obligations with Contractor, for the said purpose.</b></p>	Please follow the bid document and its conditions.
65.	(Page No. 59 – General Contract Conditions document Clause no 14.1 )	Please follow the bid document and its conditions.

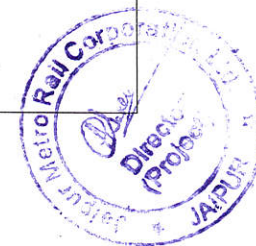


	<b>Please consider deleting the clause as this is consulting assignment.</b>	
66.	<p>(Page No. 60 – General Contract Conditions document Clause no 14.6 )</p> <p>Request for the revision of clause as under:</p> <p><del>Except as provided otherwise in these Conditions, neither party shall be liable to the other party for loss of use of any Works, loss of profit, loss of any Contract or any other indirect or consequential loss or damage which may be suffered by the other party in connection with the Contract. The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-Clause shall not limit the liability of the Contractor:</del></p> <p><del>(a) under Sub-Clauses 4.18, 4.19, 5.7, 8.6, and Clauses 7.10 and 7.11</del></p> <p><del>(b) under any other provisions of the Contract which expressly impose a greater liability,</del></p> <p><del>(c) in cases of fraud, willful misconduct or illegal or unlawful acts, or</del></p> <p><del>(d) in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances.</del></p>	Items pertaining to this contract shall be applicable.
67.	<p>(Page No. 61 – General Contract Conditions document Clause no 15.1 )</p> <p><b>Request for the revision of clause as under:</b></p> <p>The Contractor shall effect and maintain professional indemnity insurance, preferably in the name of JMRC, for the amount in Indian Rupees stipulated in Appendix to the Form of Tender in respect of any design of the Works to be carried out by, or on behalf of the Contractor. This insurance, which shall ensure the Contractor's liability by reason of professional negligence and errors in the design of the works, shall be valid from the date of commencement of Works, <b>until completion of Works 5 years after the date of issue of</b></p>	<p>Please follow the conditions of SCC superseding the conditions of GCC.</p>

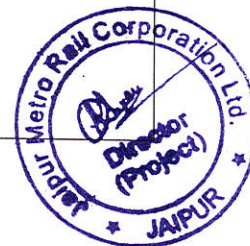




	<p>Performance Certificate. Alternatively, the Contractor shall redeem the insurance before the expiry of the Yearly Insurance in such a way that the entire validity period is covered.</p> <p>The Engineer will not issue Final Payment Certificate until the Contractor has produced evidence that coverage of the professional indemnity insurance has been provided for the aforesaid period.</p>	
68.	<p>(Page No. 61 – General Contract Conditions document Clause no 15.2 )</p> <p><b>Please consider deleting the clause as this is consulting assignment.</b></p>	Please follow the conditions of SCC superseding the conditions of GCC.
69.	<p>(Page No. 61 – General Contract Conditions document Clause no 15.3 )</p> <p><b>Please consider deleting the clause as this is consulting assignment.</b></p>	Please follow the conditions of SCC superseding the conditions of GCC.
70.	<p>(Page No. 62 – General Contract Conditions document Clause no 15.4 )</p> <p><b>Please consider deleting the clause as this is consulting assignment.</b></p>	Please follow the conditions of SCC superseding the conditions of GCC.
71.	<p>(Page No. 62 – General Contract Conditions document Clause no 15.5 )</p> <p><b>Please consider deleting the clause as this is consulting assignment.</b></p>	Please follow the conditions of SCC superseding the conditions of GCC.
72.	<p>(Page No. 66 – General Contract Conditions document Clause no 17.9 )</p> <p><b>Request consider replacing the clause as under:</b></p> <p>Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the validity or the breach thereof shall, be settled by way of an arbitration under the provisions of the Arbitration &amp; Conciliation Act, 1996 including its amendments thereof. The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration. If the parties fail to appoint the sole arbitrator by mutual consent, as above, the same shall be appointed as per the provision</p>	Please follow the conditions of SCC superseding the conditions of GCC.

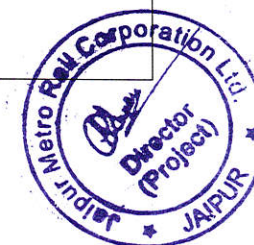


	of the Arbitration and Conciliation Act, 1996, including its amendments thereof. The Seat of arbitration shall be Jaipur in India and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator. The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.	
73.	<p>(Page No. 12 – General Contract Conditions document Clause no 1.10 )</p> <p>Request for the revision of clause as under:</p> <p>The Contractor shall familiarize themselves and conform in all aspects with:</p> <p>(a) the provision of any enactment in India as applicable from time to time</p> <p>(b) the regulations or bye-laws of any local body and utilities.</p> <p>(c) the Contractor shall be bound to give all notices required by statute, regulations or by-laws, as aforesaid and to pay all fees and bills payable in respect thereof The Contractor will arrange necessary clearances and approvals before the Work is taken up.</p> <p>Ignorance of Rules, Regulations and Bylaws shall not constitute a basis for any claim at any stage of work.</p> <p><del>The Contractor shall indemnify the Employer against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye laws or rules.</del></p>	Please follow the bid document and its conditions.
74.	<p>(Page No. 23 – General Contract Conditions document Clause no 4.17 )</p> <p><b>Request for the revision of clause as under:</b></p> <p>The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise</p>	Please follow the bid document and its conditions.

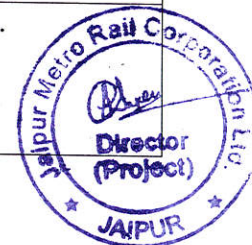




	and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values indicated in the Employer's Requirements and shall not exceed the values prescribed by law. The Contractor shall conform to the Employer's Requirements and shall indemnify the Employer against any liability or damages or claims arising out of his operations. <del>The Contractor shall be responsible and liable for any stoppage, closure or suspension of the works due to any contravention of statutory requirements relating to the protection of the environment and shall indemnify and keep indemnified the Employer in this regard.</del>	
75.	(Page No. 26 – General Contract Conditions document Clause no 4.32 ) <b>Request for the revision of clause as under:</b> Explosives if required on the Work shall be used by Contractor only with prior Approval of the Engineer and in the manner and to the extent permitted by him. The Contractor shall be responsible for safe upkeep of such explosives in a special magazine as per the law on explosives as well as for taking all the precautions in the usage of the explosives with proper license and at Contractor's cost, sole risk and responsibility. <del>The Contractor shall hold the Employer harmless and indemnify for the above</del>	Please follow the bid document and its conditions.
76.	(Page No. 26 – General Contract Conditions document Clause no 5.2(g) ) <b>Please consider deleting the clause as this is consulting assignment.</b>	Please follow the bid document and its conditions.
77.	(Page No. 91 – Special Conditions of Contract in RFP Clause no 15 ) <b>Request for the revision of clause as under:</b> The risks and the coverage shall be as follows: (a) <del>Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.</del> (b) <del>Third Party liability insurance with a minimum coverage, for Rs. 1.00 million for the period of consultancy.</del>	Please follow the conditions of SCC superseding the conditions of GCC.



	<p>(c) Professional Liability Insurance - Consultants will maintain at its expense; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (A) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher with a minimum coverage of [insert amount and currency].</p> <p>The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.</p> <p>Employer's liability and workers' compensation insurance</p> <ul style="list-style-type: none"> <li>• in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</li> </ul> <p>Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.</p> <p>The Consultant is obligated to submit the copy of insurance within 01 month from date of LOA. However, the liability of any sort for this one month shall be on the Consultant only.</p>	
78.	<p>(Page No. 95 of RFP – Obligations of the Consultancy/ Agency Para 7 )</p> <p><b>Request for the revision of clause as under:</b></p> <p>The Consultant/Agency shall ensure full compliance with tax laws of India of every kind &amp; nature with regard to this contract and shall be</p>	<p>Please follow the bid document and its conditions.</p>

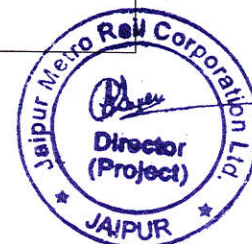




	solely responsible for the same. The Consultant/Agency shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Consultant/Agency in respect thereof, which may arise.	
79.	Include additional Clause: Any information, advice, recommendations or other content of any reports, presentations or other communications the Contractor provides under this Agreement ("Reports"), other than information provided by the Employer, are for Employer's internal use only (consistent with the purpose of the particular Services) including Employer's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Employer's organization.	Please follow the bid document and its conditions.
80.	Include additional Clause: The Contractor may terminate this Agreement, or any particular Services, immediately upon written notice to the Employer if the Contractor reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	Please follow the bid document and its conditions.
81.	For both the Studies, a Transport Model would have already been developed. Please clarify whether the Client will provide the successful Consultant the Transport Model that is available, so that the Consultant can merely update it and use for this Study. Otherwise, building the Transport Model from scratch will need many additional traffic surveys to conduct and is time consuming. Please clarify.	Only document(s) mentioned in the BID Document will be provided. Please follow the bid document and its conditions.  To carry out the work mentioned in the bid document, all associated studies/surveys as per Metro Rail Policy, 2017 and other MoHUA/GoI guidelines are to be carried out by the bidder with no extra cost and time. Thus may be conducted accordingly.
82.	Request you kindly to extend the bid submission date by at least 2 weeks from the date of receiving the response to queries.	The last date of submission has been extended upto 05.08.2024, refer Corrigendum-01 dated 23.07.2024.
83.	This is a very detailed Study involving Feasibility Study and Detailed Design of various components. The given 4- month period for the completion of the final report is too stringent.	Please follow the bid document and its conditions.



	Request kindly to extend the project duration to at least 6 months (180 days)	
84.	<p>(Section IV: Terms of Reference , Part-4) Request you to clarify, weather any TOD Policy is currently in existence with Government of Rajasthan/ Jaipur Metro/ Jaipur Development Authority.</p> <p>Also, request you to clarify any horizontal boundary limit for identifying the land parcels from the proposed metro corridor.</p>	<p>There is no notified TOD Policy in Rajasthan.</p> <p>With regard to Horizontal boundary line, the consultant will have to propose the same and identify land parcels and conduct relevant assessment.</p>
85.	<p>Kindly Request you to revise the weightage of Technical and Financial Proposal are as follows: Technical Proposal (T) =0.8 (80%) Financial Proposal (F) =0.2 (20%)</p>	Please follow the bid document and its conditions.
86.	We kindly request you to please upload the previous similar study on the portal for the study purpose.	Only document(s) mentioned in the BID Document will be provided to successful bidder. Please follow the bid document and its conditions.
87.	<p>Considering the complexity of the project and magnitude of the assignment the deliverable time given is very short Therefore we request you to please increase the contract period from 04 month (120 days) to 06 Months (180 Day)</p>	Please follow the bid document and its conditions.
88.	<p>Request you to please extend the bid submission date as the pre-bid conference is scheduled for July 22, 2024, and the submission deadline is July 26, 2024, which is too short. Therefore, we kindly request to extend the bid submission date by 7 to 10 days after the pre-bid conference.</p>	The last date of submission has been extended upto 05.08.2024, refer Corrigendum-01 dated 23.07.2024.
89.	<p>Request you to kindly conduct the Pre-Bid meeting online also. Kindly share the link to attend the meeting online on 22-07-2024 at 1300 hrs</p>	The Pre-Bid meeting shall be done online also. The weblink of the same was shared.

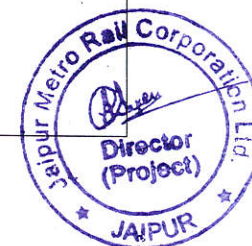





90.	<p>The conditions of evaluation of JV/ Consortium mentioned at page 14,15 &amp; page 25 under clause 3.2.5 &amp; Clause 7.2.1 are contradictory. We understand that the condition mentioned at page no. 15 that is “The bidder individually or in case of JV/Consortium shall together meet the above criteria, which in turn will define the ‘Responsiveness’ of the bidder for further evaluation. Refer Rule 59 of RTPPR 2013 for responsiveness.” will be considered for evaluation i.e. The JV/consortium as a whole must satisfy both Technical and Financial eligibility criteria but the members will be jointly and severally responsible.</p> <p>Kindly confirm.</p>	<p>Clause 3.2.5 of ITC “Work Experience” details out mandatory experience of prospective bidders required for the assignment. Whereas Clause 7.2.1 “Evaluation of Technical Proposal” details out the manner in which the scoring and related calculation will be carried out. Hence, there seems no contradiction.</p>
91.	<p>Since the consultants shall conduct studies and investigations for the entire route given in the RFP and also initially prepare the DPR for the entire given length, there should be a base lump sum fee for the DPR without linking it to the outcome of the approved DPR and in turn, the final approved length for the project. Reduction of price due to any reduction in the approved length of the project would result in incurring losses by the consultants for the cost and efforts already spent.</p>	<p>Please follow the bid document and its conditions.</p>
92.	<p>The required experience of 20 years after Master’s degree is stringent as the Key personnel generally do their master’s degree during his working tenure. So, we request client to consider minimum 20-year experience after Graduation. As this a linear project, therefore we request client to consider experience of any Linear projects such as MRTS/Rail/RRTS/PRT/BRTS/Highway/LRT.</p> <p>For your kind consideration please.</p>	<p>Please follow the bid document and its conditions.</p>
93.	<p>The required experience of 15 years after Master’s degree is stringent as the Key personnel generally do their master’s degree during his working tenure. So, we request client to</p>	<p>Please follow the bid document and its conditions.</p>




	consider minimum 15-year experience after Graduation. & we understand that for claiming minimum 15 year experience the Metro/ Rail/ MRTS/ RRTS/ LRT/Highway experience will be considered. Kindly confirm										
94.	The required experience of 10 years after Master's degree is stringent as the Key personnel generally do their master's degree during his working tenure. So, we request client to consider minimum 10-year experience after Graduation. As this a linear project, therefore we request client to consider experience of any Linear projects such as MRTS/Rail/RRTS/PRT/BRTS/Highway/LRT for Civil Alignment Expert. For your kind consideration please.	Please follow the bid document and its conditions.									
95.	The experience requirement for Station Planning Expert is very stringent because the concept of metro is new in India & only a few experts have the similar experience therefore, we request the client to kindly modify the condition as mentioned below: - With Minimum 10 years' experience Minimum Expert should have been responsible for design of rail/MRT/ RRT/Rail/Metro/LRT stations of at least 2 such projects. For your kind consideration please.	Please follow the bid document and its conditions.									
96.	<div>The Scoring criteria for Firm's Credentials is very stringent because the concept of this type of projects is new in India &amp; only a few firms have the similar experience therefore, we request the client to kindly modify the condition as mentioned below:</div> <table><tr><th>Technical Score Criteria</th><th colspan="2">Marks Deployment</th></tr><tr><td>No. of years of experience in India in the field of Traffic &amp;</td><td>Parameters</td><td>Marks</td></tr><tr><td></td><td></td><td></td></tr></table>	Technical Score Criteria	Marks Deployment		No. of years of experience in India in the field of Traffic &	Parameters	Marks				Please follow the bid document and its conditions.
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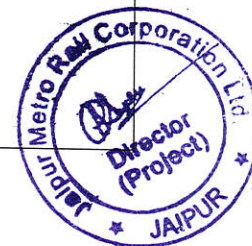




	Transport Consultancy services across of Rapid Transit System/ Rail/Metro/Highway/LRT projects including but not limited to preparation of detailed feasibility studies/detailed project reports/comprehensive Traffic & Transport Studies/ Comprehensive Mobility Plan/ Detailed Design etc., as on 31.05.2024. (Maximum 10 Marks) parameter marks mass.	<table><tr><td>Equal or more than 10 years but less than or equal to 15 years</td><td>05</td></tr><tr><td>More than 15 years but less than or equal to 20 years</td><td>08</td></tr><tr><td>More than 20 years</td><td>10</td></tr></table>	Equal or more than 10 years but less than or equal to 15 years	05	More than 15 years but less than or equal to 20 years	08	More than 20 years	10				
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Technical Score Criteria	Marks Deployment										
Experience of Preparing detailed planning for feeder system or study to improve	Parameters	Marks									
	01 to 03 (completed	04									





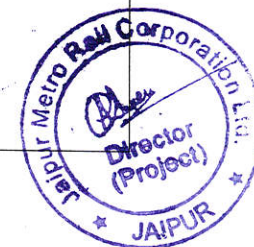
first & last mile connectivity or similar study for Rapid Transit System (Conventional Metro, Rapid Rail, BRTS, LRT, Highway, Expressway etc.)	+ ongoing projects	
	More than 03 but less than or equal 05 (completed + ongoing projects)	06
	More than 05 (completed + ongoing projects)	08
	#2 Marks will be awarded additionally if any one of the (completed + ongoing) project is for Metro, Rail, and Expressway & Highway project in India.	

The Scoring criteria for Firm's Credentials is very stringent because the concept of this type of projects is new in India & only a few firms have the similar experience therefore, we request the client to kindly modify the condition as mentioned below:-

Technical Score Criteria	Marks Deployment	
Experience of Preparing detailed study on Value Capturing Financing of Government land or study to	Parameters	Marks
	01 to 03 (completed	04



	leverage public land or asset or Study of brownfield/ greenfield development of land of Metro Rail and Highway agency or any similar expertise of bidder for the VCF related works as on 31.05.2024 (Maximum 10 Marks).	+ ongoing) projects		
		More than 03 but less than or equal to 05 (completed + ongoing projects)	06	
		More than 05 (completed + ongoing projects)	08	
		#2 Marks will be awarded additionally if any one of the (completed + ongoing) project is for Metro, Rail, and Expressway & Highway project in India.		
99.	As per TOR service to be rendered require more time for completion, request to revise it as 8 months.			Please follow the bid document and its conditions.
100.	As 30% of payment is linked with Approval by Employer over the submissions & this restricts various potential bidders to participate in this opportunity, therefore request you to kindly modify it as mentioned below: -			Please follow the bid document and its conditions.
	Deliverable	Payment % of the quoted lump sum cost against individual deliverable (as per Financial Proposal)		

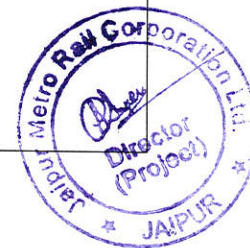




	Preparation of detailed Project Report (DPR) of Phase 2 & its extension on the basis of detailed traffic & transport study and related assessment along operational phases i.e. Phase 1- Mansarovar to Badi Chaupar, Under Implementation phases i.e. Phase 1C- Badi Chaupar to Transport Nagar & Phase 1D – Mansarovar to Ajmer Road Chauraha and proposed Phase 2 (Phase 2A + Phase 2B) to identify most viable Phase 2 Metro Corridor along with other future metro extensions.	
	DPR on ToR points no. (a)(1) to (a)(5)	45%
	Report on ToR points no. (a)(6)	45%
	Approval by employer over the submission of (a)(1) to (a)(6)	10%
101.	As per the clause (Section II, Clause No 7.2.1, Page No 44), achieving full marks necessitates the consultant to possess more than 20 years of experience in MRTS in India. However, it's important to note that two decades ago, the landscape of MRTS projects in India was considerably limited compared to the present scenario. Further, giving the reference of Pre-Qualification Criteria the projects experience of India and Abroad as well has been considered. We hereby request the authority to kindly consider projects done abroad as well in the same clause.	Please refer Addendum dated 26.07.2024.
102.	(Section II, Clause No 7.2.1, Page No 45) Mostly in major DPR projects VCF is already a part of it. However, it is not every time mentioned in the client completion certificate. Therefore, we request you to consider such projects wherein VCF was/is a part of DPR and the same can be supported by the Scope of Work or Agreement/DPR report.	Please follow the bid document and its conditions mentioned at ITC Clause 3.2.5.

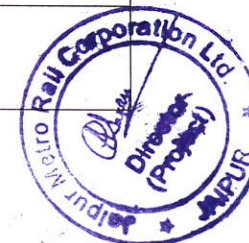


103.	(Section II, Clause No 7.2.1, Page No 45) We hereby request the authority to kindly give relaxation in total no of years of experience and modify the same as: Overall Experience of 15-20 Years – 3 Marks >20 Years – 4 marks	Please follow the bid document and its conditions.
104.	(2.1.8 Page 37) As per our understanding of the scope of the project, 120 days for completion of project seems less. We request the authority to kindly amend the same to 180 Days	Please follow the bid document and its conditions.
105.	(General Query, no Clause) As part of our internal compliance procedures, we kindly request you to provide us with JMRCL's CIN/GST/PAN number(s). As a reputed international consultancy firm, these unique identifiers are essential to ensuring compliance with our legal and financial regulations.	JMRCL's CIN/GST/PAN number(s) will be shared with the successful Bidder.
106.	(General Query, no Clause) We request the authority to kindly provide the editable format of this RFP.	Not Agreed.
107.	(General Query, no Clause) We request the client to extend the tender submission date for at least 15 more days after the issuance of pre bid minutes so a comprehensive proposal can be presented before you.	The last date of submission has been extended upto 05.08.2024, refer Corrigendum-01 dated 23.07.2024.
108.	(Clause <b>2.1.12</b> ) Being a MSME company, kindly exempt the same under category.	The exemptions will be as per RTPPA-2012 and RTPPR-2013
109.	(Clause <b>3.6.1</b> ) Being a MSME company, kindly exempt the same under category.	The exemptions will be as per RTPPA-2012 and RTPPR-2013
110.	(Clause <b>7.2.1</b> ) Kindly reduce it as per given marking criteria for experts as follow:  1-2 Assignments – 1 Marks 3-5 Assignments – 2 Marks More than 5 Assignments – 3 Marks	Please follow the bid document and its conditions.

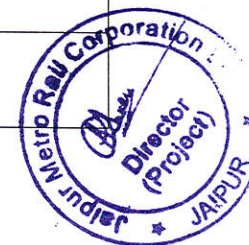




	1-2 Assignments – 1 Marks More than 2 Assignments – 2 Marks									
111.	(Clause <b>3.2.6</b> ) Most of the Metro Authority has fixed the turnover criteria to INR 10 Crore for their DPR's tender  Hence, It is kindly requested to modify the criteria to <b>INR 10 Crore</b> .	Please follow the bid document and its conditions.								
112.	(Clause <b>7.2.1</b> ) Kindly reduce it as per given marking criteria (No. of Years of Experience.....) as follow: <table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Equal or more than 05 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>3</td></tr></table>	Parameter	Marks	Equal or more than 05 years but less than or equal to 10 years	5	More than 10 years but less than or equal to 15 years	8	More than 15 years	3	Please follow the bid document and its conditions.
Parameter	Marks									
Equal or more than 05 years but less than or equal to 10 years	5									
More than 10 years but less than or equal to 15 years	8									
More than 15 years	3									
113.	(Clause <b>7.2.1(3)</b> ) Very few Metro rail Corporation done feeder or LMC study. Therefore, you are requested to relax these criteria as per given parameter: 1. Minimum 2 (Completed + Ongoing ) projects – 04 marks 2. More than 2 but less than or equal to 4 (Completed + Ongoing) projects – 06 marks 3. More than 5 (Completed + Ongoing) projects – 08 marks	Please follow the bid document and its conditions.								
114.	(Section I: Instructions to consultants Sr. No: 3.2 Eligibility (Pg. 13 of 100)) We request the client to kindly consider the Maximum of	Please follow the bid document and its conditions.								



	03 partners. As per the given eligibility requirement the expert's Position can only be filled by the help of more than 2 companies, hence we request for 3 Partners. Kindly consider	
115.	(Section II: Bid Data Sheet Sr. No: 7.2.1 Technical proposals (Pg. 44 of 100)) We understand that we can club the studies and submit the credentials of DPR and Feasibility study all together Kindly clarify	Please follow the bid document and its conditions.
116.	(Section IV: Special Conditions of Contract Terms of Reference Scope of Work (Pg. 81 of 100)) Given the scope of work, 4 months seems like a very short time to prepare for the DPR, thus we request an extension of at least 7 months.  Since the duration of DPR work typically ranges from 6 to 9 months.	Please follow the bid document and its conditions.
117.	(Section II: Bid Data Sheet Sr. No: 7.2.1 The broad criteria for the evaluation of the technical proposals shall be as follows: (Pg. 45 of 100)) Generally, for such studies there are no specific assignments, however this scope of work is a part of general consultancy or general feasibility study, we request the client to kindly delete such stringent requirements or allow us to submit such studies which enable us to submit VCF under broader scope.	Please follow the bid document and its conditions mentioned at ITC Clause 3.2.5.
118.	(Section II: Bid Data Sheet Sr. No: 2.1.3 (Pg. 36 of 100)) We request to extend the Date of Submission of Tender Online, due to the Insufficient time for Preparation of the proposal after the Pre bid meeting. We request you to Extend the Tender Due date by a week from the current date of Submission of tender online.	The last date of submission has been extended upto 05.08.2024, refer Corrigendum-01 dated 23.07.2024.
119.	General –	Please follow the bid document and its conditions.

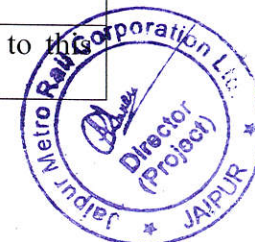




	<p>Limitation of Liability is clause is not incorporated in Section VA General Conditions. As such, please include the following.</p> <p><i>“Liability of Consultant:</i></p> <p><i>a) The Consultant shall be liable to pay compensation to the Employer only if it is established that the Consultant has failed to exercise reasonable skill, care, and diligence in the performance of its obligations in relation to the services. If it is established that the Consultant is liable to pay any compensation to the Employer, then such compensation shall be limited to the amount of reasonably foreseeable direct loss or damage suffered by the Employer due to the acts or omissions of Consultant in performing its obligations, and, in any event, such amount shall not exceed more than 10% (ten percent) of the total fees actually paid to Consultant in relation hereto. The Employer agree to waive all claims against the Consultant so far as the aggregate of damages which might or otherwise be payable exceeds the maximum amount payable as stated above.</i></p> <p><i>b) Notwithstanding anything to the contrary provided in the Contract, the Consultant shall not be liable to the Employer for any loss of revenue, loss of profit, loss of production, loss of contracts, loss of use, loss of business, third part punitive damages or loss of business opportunity or any indirect, special or consequential loss or damage.”</i></p>	
120.	<p>Clause 15(c) Page- 90</p> <p>Consultants will maintain at its expense; Professional Liability Insurance including coverage for errors and omissions caused by consultant’s negligence, breach in the performance of its duties under this contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective</p>	<p>Please follow the bid document and its conditions.</p>

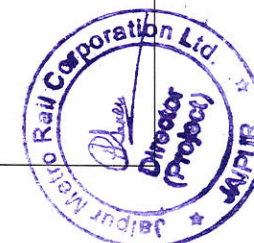


	<p>Date,(A) For an amount not exceeding total payments for the Professional Fees and reimbursable Expenditures made or expected to be made to the consultants hereunder or (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher with a minimum coverage of ..</p> <p>Please provide clarity on payment terms and number of days within which payment shall be disbursed to the Consultant. Kindly provide a clause for that.</p>	
121.	<p>General –</p> <p>Please provide clarity on payment terms and number of days within which payment shall be disbursed to the Consultant. Kindly provide a clause for that.</p>	Please follow the bid document and its conditions.
122.	<p>General-</p> <p>Kindly provide clarity on termination rights of Employer as well as consultant. Please provide a clause for that.</p>	Please follow the bid document and its conditions.
123.	<p>Bid Submission End Date 26-Jul-2024 03:00 PM</p> <p>Please extend the bid submission deadline by a minimum of 21 working days from the current due date.</p>	The last date of submission has been extended upto 05.08.2024, refer Corrigendum-01 dated 23.07.2024.
124.	<p>Extension of Bid Submission</p> <p>The Preparation of bid documents involves extensive work in niche domains and includes heavy paperwork and collection of data. Furthermore, it requires time to formulate a team of qualified professionals suitable for their respective positions.</p> <p>Hence, we request the authority to extend the date of submission by at least 02 weeks from the current date of submission.</p>	Kindly refer Corrigendum-01, date of submission is already extended to 05.08.2024
125.	Liability Clause	Kindly refer Clause 14.6 of GCC (Items pertaining to the contract shall be applicable.)





	<p>We would like to request the authority to kindly the confirm that consultant's liability is limited to the contract value.</p> <p>Additionally, we request the authority to kindly add a new clause for Limitation of liability as follows:          "In no circumstances shall Consultant's total liability for any direct damages under this Contract 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.</p>	
126.	<p>Allowances of PGDM for all MBA</p> <p>We believe an individual's credentials and relevant experience should be given more weightage than just a degree. A graduate in any related field with a diploma/ PGDM/MBA holder with relevant experience in the field may also be an adept resource.</p> <p>Thus, we request the Authority to kindly also <b>allow MBA/PGDM</b> or equivalent with relevant experience.</p>	Please follow the bid document and its conditions.
127.	<p>Page no. 46 S.No. 6          Finance Expert          Experience preparation of Financial Analysis in Feasibility Study Report (FSR)/ / DPR for transport infrastructure projects viz. Metro/Railway and should have experience in project appraisal, project structuring, project financing, cost control and scheduling, financial structuring, financial closure and risk management.</p> <p>In Purview of the scope of the work, we believe that the technical experience of the expert working on different</p>	Please follow the bid document and its conditions.



	<p>modes of transit should also be considered and evaluated. Hence, an expert having worked upon varied transit modes will be able to provide better input and understand the project better.</p> <p>In this regard, we request the authority to kindly allow experience of working on other urban transit related projects also besides Metro/Railway and rewrite this as- Experience preparation of Financial Analysis in <b>Feasibility Study Report (FSR)/DPR//Pre - Feasibility/Techno - Economic Feasibility/Highest and Best use study/Real Estate Advisory study/ or equivalent</b> for transport infrastructure projects viz. <b>Metro/ Railway/ Airport Terminals/ Inter State Bus Terminals/ Railway Stations/ Passenger Ropeways or equivalent</b> and should have experience in project appraisal, project structuring, project financing, cost control and scheduling, financing structuring, financial closure and risk management.</p>	
128.	<p>CA Certificate as project proof</p> <p>We would like to highlight that several clients retrain from providing the Completion certificates. Additionally, many of the Clients' certificates do not highlight all the project details such as cost, size, fee, duration, and scope of work of the project. Also, there are certain NDAs signed with clients so we are restricted from sharing the Clients Certificates for the projects.</p> <p>Therefore, we request the authority to kindly allow the consultants to submit a CA Certificate/ Self – Attested declaration by the consultant's authorized signatory as proof reflecting that the fee in lieu of the work done has been received/percentage of the fee has been received and</p>	<p>Please follow the bid document and its conditions.</p>





	<p>thus the project has been completed mentioning the project details altogether along with any LOA/LOI/Work Order/Contract agreement released by the client.</p> <p>Project Proof</p> <p>We understand that all the types of project proofs like – Work Order/LOA/Self Certificates/ CA Certificate will be acceptable for completed projects.</p> <p>In Case of ongoing Assignments</p> <p>Additionally, in case of ongoing assignments we request the authority to kindly allow the consultants to submit a CA Certificate/ Self Attested declaration by the consultant's authorized signatory as proof reflecting that the fee in lieu of the work has been received and thus the project has been completed mentioning the project details altogether along with any LOA/LOI/Work Order/Contract agreement released by the client.</p>	
129.	<p>Page no. 44 S.No. 2</p> <p>Experience in Preparation of DPRs or project feasibility study report for any Mass Rapid Transit System (Conventional Metro, Rapid Rail, BRT, and LRT) in last 10 years.</p> <p>In purview of the scope of the work, we believe that the technical experience of the firm working on different modes of transit should also be considered and evaluated. Hence, a firm having worked varied experience in transit modes will be able to provide a better input and understand the project better.</p>	<p>Please follow the bid document and its conditions.</p>



	In this regard, we request the authority to kindly amend this and allow the Experience in <b>Preparation of DPRs/Project Feasibility Report/Pre-Feasibility/Techno-Economic Feasibility/Highest and Best use study/or equivalent</b> for any <b>Metro/Rapid Metro Stations/Regional Rapid Transit System/Airport Terminals/ Inter State Bus Terminals/ Railway Stations/ Passengers Ropeways or equivalent in last 10 Years.</b>	
130.	<p>Clients – Government/ /Private entities/Multi- lateral Agency</p> <p>We believe that the credentials and technically capability of the firm should be given more weightage rather than the end client being public or private.</p> <p>As per the RFP, we understand that the Projects that need to be showcased should be from any client i.e. Government/Private entities/ Multi-Lateral Agency. Hence, we request the authority to kindly confirm the same.</p>	Please follow the bid document and its conditions.
131.	<p>Deployment</p> <p>We understand that this is a deliverable-based assignment and deployment is not mandatory for experts on this. The expert shall be available as and when required.</p> <p>We request the authority to kindly clarify this.</p>	Kindly Refer Bid Document and Follow its conditions.

