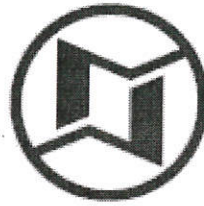


Price Rs.5000+Applicable GST

Bid No: JMRC/Phase 2 DPR/ Consultancy
Volume : I



JAIPUR METRO

REQUEST FOR PROPOSAL

SELECTION OF CONSULTANCY FIRM FOR CONDUCTING
TRAFFIC & TRANSPORT STUDIES FOR NEW METRO ROUTES,
REVIEWING OF PHASE 2 DPR (2020), PREPERATION OF DPR
FOR FEASIBLE/SELECTED ROUTES & OTHER WORKS

National Competitive Bidding (NCB)

Issued On: 06.07.2024

Jaipur Metro Rail Corporation Limited
Project Directorate

First Floor, Admin Building, Metro Depot, Brighu Path, Mansarovar,
Jaipur – 302020

Website: www.jaipurmetrorail.in



DISCLAIMER

Though adequate care has been taken in preparation of this Request for Proposal (RFP) document, the Consultancy Company/ Firm/Consortium submitting detailed techno-commercial proposals in response to this RFP should satisfy itself that the information provided in the RFP document is complete in all respects.

This RFP document is neither an agreement nor an offer by the Jaipur Metro Rail Corporation (JMRC). The purpose of this RFP is to provide information to the applicants/ bidders that may be useful to them in the formulation of their proposal pursuant to this RFP. Although, the Terms & Conditions of this RFP shall be part of the Agreement signed with the successful bidder.

Neither client i.e. nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document. Each prospective Consulting Firm should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.

Neither JMRC nor and their employees will have any liability to any prospective Consultancy Company/ Firm/Consortium or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment.

JMRC will not be responsible for any delay in receiving the proposals and reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. JMRC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

JMRC reserves the right to change/modify/amend any or all provisions of this RFP document.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.



**Procurement of Consultancy Services
(Lump Sum Contracts)
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Request for Proposal (RFP)

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Section V C: Contract Forms



Jaipur Metro Rail Corporation Limited
Admin Building, Metro Depot, Bhrighu Path, Mansarovar
City: Jaipur (Rajasthan), Postal Code: 302020
Telephone (91-141) 2822781
Electronic mail address: dp@jaipurmetrorail.in
Website: www.transport.gov.in/jmrc

Notice Inviting Bid (NIB)

Bid No: JMRC/Phase 2 DPR/ Consultancy

JAIPUR, 06.07.2024

Request for Proposal (RFP) is hereby invited by means of National Competitive Bidding (NCB) for **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** in the manner and method prescribed below. A consultancy firm/agency will be selected in accordance with the QCBS method and procedures described in the RFP. The estimated cost of the service is **Rs. 11.00 Crore** and amount of Bid Security is Rs 22.00 Lakhs.

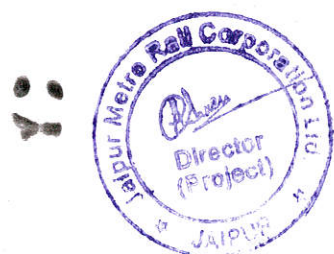
The RFP includes the following:

- Section I - Instructions to Consultants
- Section II - Bid Data Sheet
- Section III - Bidding Forms
- Section IV - Terms of Reference
- Section VA - General Conditions of Contract (GCC)
- Section VB - Special Conditions of Contract (SCC)
- Section VC - Contract Forms

1. The complete bid document can be downloaded from the state e-procurement website <https://www.eproc.rajasthan.gov.in> 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.
2. The complete bid document can also be seen on Corporation's website <https://transport.rajasthan.gov.in/jmrc> and state procurement portal i.e., <https://sppp.rajasthan.gov.in>. "Corrigendum, if any, would appear only on the above web sites and not be published".
3. Bidders who wish to participate in this online bidding process must register on <https://www.eproc.rajasthan.gov.in>. 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.
4. Unsigned bids will not be entertained and will be rejected out rightly.

-sd-

Managing Director



Section I: Instruction to Consultants

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Instructions to Consultants

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Appendix A: Procedure of Appeals



Important Instruction:- The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] with latest amendments under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in> . Therefore, the Consultants are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the procurement process. If there is any discrepancy between the provisions of the Act and the Rules and this Request for Proposals Document, the provisions of the Act and the Rules shall prevail.

Objective of Bid:-

Initially Jaipur Metro Rail project was conceived in two phases Phase 1 (Mansarovar to Badi Chaupar/ East West Corridor) and Phase 2 (Sitapura to Ambabari/North South Corridor). At present Jaipur Metro Phase 1 is being successfully operated at a punctuality of approx. 99%. For the ease of project implementation, the currently operational section i.e. Phase 1 was divided into two section (Phase 1A & Phase 1B) with detail as under:

Phase 1A	Mansarovar to Chandpole (9.63 km)	08 Elevated & 01 UG station
Phase 1B	Chandpole to Badi Chaupar (2.01 km)	02 UG station

In addition to above, after obtaining requisite sanctions from State Government & Central Government, the extension of Phase 1 i.e. Phase 1C and Phase 1D are under implementation, with details as under:

Phase 1C	Badi Chaupar to Transport Nagar via Ramganj (2.85 km)	01 UG & 01 Elevated station
Phase 1D	Mansarovar to Ajmer Road Chauraha (1.35 km)	01 Elevated station

With regard to Phase 2, the DPR of Phase 2 (North-South corridor) was got updated in year 2020 with route from Ambabari to Sitapura (23.5 km with 21 stations completely elevated without Airport connectivity). Since year 2020 there has been substantial changes in the physical & infrastructural development and in the traffic profile as well, hence the need of updating the DPR was felt.

The State Government in its Vote on Account 2024-2025, had announced for DPR preparation of Phase 2 extension i.e. from Ambabari to Vidhyadhar Nagar (approx. 07 km). Hence, the proposed Metro Phases 2(North South Corridor) is to be considered as Sitapura – Ambabari - Vidhyadhar Nagar (approx. 30 km). As per direction of the State Government, Phase 2 route has to be reviewed in fresh light and plan for other metro extensions. *(Note: In the RFP wherever mentioned, Phase 2A has been considered as Sitapura to Ambabari as per DPR (2020) Phase 2 and Phase 2B as Ambabari to Vidhyadhar Nagar)*

Certain probable metro corridors in light of the growing city population and demand of public at large have been identified, which are as under:



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S.No.	Prospective Route Alignment	Length (Approx. in Km)
1.	Sitapura to Ambabari (Phase 2A) and its extension beyond Sitapura	30 Kms
2.	Extension of Phase 2 i.e. Ambabari to Vidhyadhar Nagar & beyond (Phase 2B)	10 kms
3.	Badi Chaupar to Ajmeri gate via Sanganeri gate, Ravindra Manch, Ramniwas Bagh	03 kms
4.	Transport Nagar to Sanganeri Gate via Ghat gate	03 kms
5.	Mansarovar to Sanganer Police Station (on Tonk Road) via BRT corridor, Sanganer Setu	12 kms
6.	Ajmer Road Chauraha to Heerapura ISBT	03 kms
Total		61 kms

Above routes are based upon earlier DPR / Government Announcement /suggestions/ Proposals etc. only, the feasibility of the routes are to be checked and then on the basis of the traffic and transport studies, the consultant would be required to propose the most viable routes and then based upon the approval received from the Government, the DPR of the most viable routes will be got prepared. The proposal of viable metro routes will be on the basis of the studies conducted and may differ from the above indicative routes in the table.

Developing an overall metro route plan for the entire city of Jaipur is fundamental to establishing a truly integrated and sustainable public transport system. To achieve this vision, a Traffic & Transport study is of paramount importance. This tender seeks qualified professionals/agency to conduct a comprehensive metro route planning analysis for Jaipur along its operational, under implementation and proposed phases. And, finally prepare DPR of the most viable and appropriate Phase 2 route and other viable/appropriate metro extensions.

JMRC has adopted a QCBS based selection process for selection of a Traffic & Transport Consulting firm who shall study vital aspects such as population growth projections, origin-destination travel patterns, land-use analysis, and integration with existing and planned transport networks. This comprehensive approach will ensure that the proposed metro system caters to the city's evolving needs, fosters social equity in access, and minimizes environmental impact. By investing in this study, Jaipur lays the groundwork for a sustainable and efficient public transport system that will serve the city for generations to come.

The consultant shall work according to the terms of reference defined in this document. The bids comprising technical and financial offer are to be submitted in two separate files (Technical Bid in PDF format and Financial bid in Password protected template in .XLS format). In the first step, a technical evaluation based on marking system (QCBS) will be carried out. Based on this technical evaluation, a list of technically qualified bidders will be prepared along with eligibility marks. In the second step, financial bids of technically responsive bidders shall be opened and evaluation will be carried out as specified in this RFP document. Bids will finally be ranked according to their combined technical and financial scores.



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Definitions			
S.No	Particulars	Clause	Description
1.1.		1.1.1	"Act" means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	"Client" means the Procuring Entity/JMRC with which the selected Consultant signs the Contract for the Services.
		1.1.3	"Consultant" means the Bidder who may any entity or person that may provide or provides the Services to the Client under the Contract.
		1.1.4	"Contract" means the Contract signed by the Parties and all the attached documents and the appendices.
		1.1.5	"Bid Data Sheet (BDS)" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
		1.1.6	"Day" means a calendar day.
		1.1.7	"Government" means the Government of Rajasthan until and unless specifically mentioned as Government of India or any other state as the case may be applicable.
		1.1.8	"Instructions to Consultants (ITC)" means the document which provides Consultants with information needed to prepare their Proposals.
		1.1.9	"NIB" means the Notice Inviting Bid published through various sources for the purpose of the selecting the Consultant.
		1.1.10	"Personnel" means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside India; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside India.
		1.1.11	"Proposal" means the Technical Proposal and the Financial Proposal submitted by the Consultant.



		1.1.12	"RFP" means the Request For Proposals prepared by the Client for the selection of Consultants.
		1.1.13	"Services" means the work to be performed by the Consultant pursuant to the Contract.
		1.1.14	"Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
		1.1.15	"Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
S. No	Particulars	Clause	Description
2.	Introduction		
2.1		2.1.1	The Client named in the Bid Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Bid Data Sheet.
		2.1.2	<p>This RFP consists of the following documents: Section I: Instruction to Consultants (ITC) Section II: Bid Data Sheet (BDS) Section III: Bidding Forms Section IV: Terms of Reference (TOR) Section VA: General Conditions of Contract* Section VB: Special Conditions of Contract Section VC: Contract Forms</p> <p><i>*Note: Approved GCC Manual is uploaded and available on the JMRC website. By Signing the Bid document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC.</i></p>
		2.1.3	The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Bid Data Sheet, for consulting services required for the assignment named in the Bid Data Sheet.



		2.1.4	<p>Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants may visit the site before submitting a proposal and to attend a pre-bid conference if one is specified in the Bid Data Sheet. Attending the pre-bid conference is optional.</p> <p>If there is Any query, clarifications, suggestions made on the RFP document, the same should reach the client as per details of BDS.</p>
		2.1.5	The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Bid Data Sheet, and make available relevant project data and reports.
		2. 1.6	Consultants shall bear all costs associated with the preparation and submission of their proposals. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason and without thereby incurring any liability to the Consultants.
		2.1.7	The bidder is expected to examine carefully all the contents of the RFP documents including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the bidder's own risk. Bids, which are not responsive to the requirements of the tender documents, will be rejected.
	Reports & Deliverables	2.1.8	The details of the Reports & Deliverables will be as per Bid Data Sheet.
	Consultancy Fees	2.1.9	<p>The calculation of Total Consultancy fees will be as per details provided in the Bid Data Sheet.</p> <p>Important Note: With regard to the rate quoted under deliverable 2, the final payment against this will be made as per the length of the approved metro corridor by the Government for which the DPR(s) will be prepared. The variation in the quantity (i.e. length of metro corridor) may be upto (+/-) 50% of the quantity mentioned under Deliverable 2, for which nothing shall be paid extra other than cost to be paid as per Fin-1 Deliverable 2 rate. (Refer Rule 73 of RTPPR-2013)</p> <p><i>E.g. : If Government approves the metro corridor of 35 km, then the final payment against deliverable 2 will be 35 * rate per km.</i></p>



	Contract Period	2.1.10	The overall contract period for the said bid will be as per the Bid Data Sheet.
	Key Experts	2.1.11	The details of the Key Experts for the assignment will be as per Bid Data Sheet.
	Cost of RFP	2.1.12	The cost of RFP document has to be submitted along with the proposal submission as per Bid Data Sheet.
	Processing Fees	2.1.13	The Processing Fees has to be submitted along with the proposal submission as per Bid Data Sheet.
	Date & venue of submission of physical copies of 2.1.12, 2.1.14 & 3.6.1	2.1.14	The Date & venue for submission of financial instruments refereed at 2.1.12, 2.1.13 & 3.6.1.will be as per Bid Data Sheet.
S. No.	Particulars	Clause	Description
3	Conflict of Interest, etc.		
3.1		3.1.1	<p>In addition to the provisions of Rule 81 of RTPPR-2013, the Procuring Entity requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Procuring Entity. Without limitation on the generality of the foregoing, Consultant and any of their affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:</p>
	Conflicting activities	3.1.1.1	A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or non consulting service resulting from or directly related to the firm's consulting services for such preparation or implementation.



	Conflicting assignments	3.1.1.2	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.
	Conflicting relationships	3.1.1.3	A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.
		3.1.2	Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
		3.1.3	No agency or current employees of the Client shall work as Consultant under their own organization. Recruiting former employees of the Client to work for their former organization is acceptable subject to compliance of requirements of respective service rules and provided no conflict of interest exists. When the Consultant nominates any serving government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.



	Unfair Advantage	3.1.4	Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
	Code of Integrity	3.1.5.1	<ol style="list-style-type: none"> 1. The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. 2. Any person participating in the procurement process shall,- <ol style="list-style-type: none"> a. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; b. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; c. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process; d. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; e. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; f. not obstruct any investigation or audit of a procurement process; g. disclose conflict of interest, if any; and h. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.
	Breach of Code of Integrity by the Bidder	3.1.5.2	The Procuring Entity shall, notwithstanding anything to the contrary contained in this RFP, may reject a Proposal without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has,



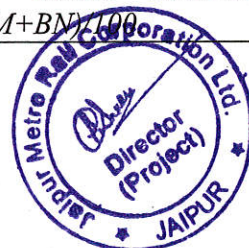
			directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under section 11(3), 46 and Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such Consultant's Proposal.
		3.1.5.3	Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract.
3.2	Eligibility	3.2.1	<p>A Consultant may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding Document, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association: -</p> <ol style="list-style-type: none"> a) all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and b) a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture, Consortium or Association during the bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/ firm etc. <p>II. In case of Joint Venture / Consortium, an attested photocopy of Agreement indicating inter alia distribution of responsibilities among the members / constituents/percentage participation has to be mandatorily submitted along with Technical Proposal.</p> <p>Above is to be read in conjunction Rule 39 of RTPPR, 2013.</p> <p>Important Note: For the purpose of this assignment, JV/consortium/association is permitted for maximum of 02 partners only.</p>



		3.2.2	<p>A Consultant, and all parties constituting the Consultant, shall have the nationality of India. In case of Joint Venture, Consortium or Association [where permitted], the nationality of the Consultant and all parties constituting the Consultant shall be of India.</p> <p>A Consultant shall be deemed to have nationality of a country if the Consultant is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country.</p>
		3.2.3	<p>A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 of the Act and this Bidding document.</p>
		3.2.4	<p>A Consultant shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or the Procuring Entity under section 46 of the Act.</p>
	Minimum Desired Work Experience Criteria	3.2.5	<p>Work Experience:</p> <p>The bidder should have mandatory experience pertaining to Para 1), 2) & 3) as below (failing which the bid will be rejected):</p> <ol style="list-style-type: none"> 1) The bidder should essentially have minimum of 10 years of experience in India or abroad in the field of traffic and transport consultancy services across works related to Preparation of Detailed feasibilities studies/ Comprehensive Traffic & Transport Studies/ Comprehensive Mobility Plan/Detailed Design of Mass Rapid Transit System Projects etc. <p>Note: In case of a JV/Consortium the experience will be calculated on the basis of weighted average (percentage participation of each member for this assignment).</p> <p><i>E.g. Let Member 1 has percentage participation of M% and Member 2 has N%. Let the experience of Member 1 is 'X' and that of Member 2 is 'Y', then the weighted average experience of JV/Consortium will be = $(AX+BY)/100$.</i></p> <p>AND</p> <ol style="list-style-type: none"> 2) MRTS Project Experience: Proven experience in working on MRTS projects, including understanding of design standards, operational considerations, and integration with existing transportation systems etc. <p>AND</p>



			<p>3) Detailed Project Report (DPR) Preparation Experience: A proven track record of preparing DPRs for MRTS infrastructure projects including but not limited to Metro, BRT, PRT and Rapid Rail etc.</p> <p>The bidder shall submit documentary proof (Work Completion/ Performance Certificate/ for completed works & Agreement or Engagement Certificate for ongoing works issued by the client/ In case the bidder submits the work experience carried out as a JV partner in the past then MoU of the JV agreement indicating scope of work among the partners shall be submitted) of such project which it wants to be considered for evaluation. The documentary proofs, as mentioned, shall be directly issued by the main employer i.e. MRTS Authority/Client.</p> <p>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.</p> <p>Technical Evaluation will be done only of the Responsive bidders.</p>
	Financial Standing	3.2.6	<p>Financial Standing (Annual Turnover): The average of annual turnover of bidder during last three Audited Financial Years FY 2023-24, FY 2022-23 & FY 2021-22 (certified & stamped by Chartered Accountant along with registration no./UDIN Number), should not be less than INR 25 Crore. In case the audited balance sheet of last financial year i.e. FY 2023-24 is not made available by the bidder, than he has to submit an affidavit (certified & stamped by Chartered Accountant along with registration no./UDIN Number), that 'The balance sheet has actually not been audited so far'.</p> <p>In such a case, Turnover of the previous 03 audited financial years i.e. FY 2022-23, FY 2021-22 & FY 2020-21 will be taken into consideration for evaluation. In case of a JV/Consortium, the average annual turnover will be based on weighted average basis (percentage participation of each member for this assignment).</p> <p><i>Eg. Let Member 1 has percentage participation of M% and Member 2 has N%. Let the average annual turnover of Member 1 is 'A' and that of Member 2 is 'B', then the average annual turnover of JV/Consortium will be = $(AM+BN)/100$</i></p>

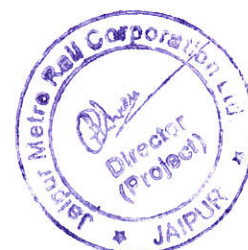


			<p>The bidder has to submit the Details of Annual Turnover during last three audited financial years (certified & stamped by Chartered Accountant along with registration no./UDIN Number) as per content of this Section of the Technical Proposals provided under Form TECH-3 of Section III.</p> <p>The qualification pertaining to the financial standing as mentioned above is mandatory, failing which the submission of the bidder shall be rejected.</p>
3.3	Pre-condition for applying	3.3.1	<p>a) The bidder should be a registered company in India.</p> <p>b) The Consultant's organization should have been in operations for at least last ten (10) years with the proof of incorporation/ commencement of business.</p> <p>c) In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.</p> <p>d) In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.</p> <p>e) In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favor of one partner duly signed by all the partners of the firm.</p> <p>f) Any other equivalent document in case of any other registered entity.</p> <p>g) Bidder should have valid GST registration certificate issued by competent authority and shall submit the same along with the bid.</p> <p>h) Applicant should have valid PAN certificate/ card issued by the Income Tax Deptt. of GoI</p>
3.4	Only one Proposal	3.4.1	<p>The consultant shall submit only one proposal in its own name or joint venture of consortium or association as the case may be and none of its members or individuals shall submit any other proposals. In case more than one proposal is found, than all the proposals shall stand disqualified.</p>

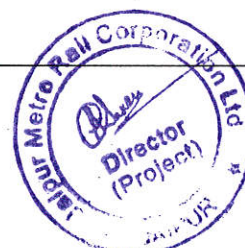


Section I: Instructions to Consultants

3.5	Proposal Validity	3.5.1	The Bid Data Sheet indicates how long Consultants' Proposals must remain valid after the last date of submission of Proposals. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. In case of negotiations (If required/If held), the client will make its best effort to complete within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree, have the right to refuse to extend the validity of their Proposals.
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3.6	Bid Security	3.6.1	<p>Every bidder shall enclose with its Proposal, bid security in the form a banker's Cheque or demand draft or bank guarantee [to be confirmed by bank], in specified format, of a Scheduled Bank in India or a Bid Securing Declaration in the specified format given in Bidding Forms [Section III, Bidding Forms] to the effect that in the event of the Consultant withdraws its Proposal after the deadline for submission of Proposals, or does not furnish Performance Security or sign the Agreement after being declared as successful Consultant, it shall be debarred by the Client from taking part in any procurement process undertaken by the Client in three years from the date of debarment.</p> <p>Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in Indian Rupees in original form and the amount specified in the BDS.</p> <p>Bid Security shall be 2% of the estimated value of subject matter of procurement put to Bid or as specified by the State Government.</p> <p>In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Section III, Bidding Forms.</p> <p>Bid Security instrument of Bid Security or a Bid securing declaration shall necessarily accompany the Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected. Refer RFP Rule 42 of RTPPR 2013.</p> <p>The submission of physical copy of the Bid Security will be as per clause 2.1.14 & relevant Bid Data Sheet.</p> <p>The Bid Security shall be forfeited: as per Rule-42(11) of RTPPR-2013). In this reference the consultant will have to submit the Form under Section-III for UNDERTAKING FOR ENCASHMENT / FORFEITURE OF BID SECURITY.</p> <p>Bid Securities of unsuccessful bidders will be returned as per RTPPR, 2013.</p>
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S. No	Particulars	Clause	Description
4	Clarification and Amendment of RFP Documents		
4.1		4.1.1	Consultants may request a clarification of any of the RFP Documents up to the number of days indicated in the Bid Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Bid Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the Bid Documents as a result of a clarification, it shall do so following the procedure under clause 4.1.2.
		4.1.2	<p>i. At any time before the submission of Proposals, the Client may amend the RFP Documents by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the e-Proc website, State Public Procurement Portal and the Procuring Entity's web site, where available.</p> <p>ii. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals under due intimation to the Consultants who have been issued the RFP by the Procuring Entity and also by uploading it on its official website and State Public Procurement Portal.</p> <p>iii. The Consultants may submit a modified proposal to take into account the amendment of RFP, prior to deadline for submission of proposals.</p>
		4.1.3	To assist in the examination, evaluation and comparison of Bids, the Authority may ask Bidders individually for clarification of their Bids/proposals, including discrepancy in consultancy fees. The request for clarification and the response shall be in writing or telefax or email but no change in the consultancy fees or substance of the bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Authority during the evaluation of bids in accordance with relevant Clause of ITC herein.



S. No.	Particulars	Clause	Description
5	Preparation of Proposals		
5.1	General	5.1.1	<p>The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language specified in the Bid Data Sheet.</p> <p>A single-stage two envelope Online Bidding procedure shall be adopted. The Bid is divided into two parts, viz. Technical Proposal and Financial proposal.</p> <p><u>It is to be noted that all the submission are to be indexed properly along with page no. referring to all the requisite documents.</u></p>
		5.1.2	<p>In preparing their Proposal, Consultants are expected to examine in detail the RFP document.</p> <p>Material deficiencies in providing the information requested may result in rejection of a Proposal.</p>
		5.1.3	<p>While preparing the Technical Proposal, Consultants must give particular attention to Sub-Para 5.1.3.1 to 5.1.3.4 as under:</p>
		5.1.3.1	<p>For Lump-sum based assignments, the Financial Proposal shall quote the amount being bid by the bidder for the assignment which will be valid across the Contract Period and shall not be revised.</p>
		5.1.3.2	<p>Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.</p>
		5.1.3.3	<p>Documents as part of the bid, to be submitted by the Consultants for this assignment must be in the language specified in the Bid Data Sheet. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.</p>
		5.1.3.4	<p>The electronic submission of the Proposals must be submitted through the website of State e-Procurement Portal, http://eproc.rajasthan.gov.in. Any proposal received by the Client after the deadline for submission shall be returned unopened.</p>
5.2	Technical Proposal Format and Content	5.2.1	<p>The Consultant is required to submit a Technical Proposal (TP) as indicated in the Bid Data Sheet and using the Standard Forms provided in Section III of the RFP. Submission of the wrong type of Technical Proposal may result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from 5.2.1.1 to 5.2.1.4.</p>



		5.2.1.1	<p>TECHNICAL PROPOSAL: This Part should contain the Technical Bid consisting of a pdf copy of this RFP Document with each page digitally/manually signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, comprising the following:</p> <ol style="list-style-type: none"> a) Cost of RFP, Bid Security and Processing Fee <ol style="list-style-type: none"> i. These original instruments should be submitted with forwarding letter mentioning the NIB No., Name of Work and particulars of these financial instruments as per Bid Data Sheet Clause 2.1.14. ii. At the backside of every instrument, firm needs to mention Name of Firm, NIB No. and Mobile No. of authorized signatory of the firm. iii. Scanned copy of RFP cost, Processing Fee and Bid Security Instruments need to be submitted with the online tender and these original instruments are to be submitted as per schedule. iv. If firm fails to submit the original instruments in the desired form and amount by the stipulated date and time then its Technical and Financial Bids shall not be opened and it shall be summarily rejected. v. If scanned copy of any or all of these instruments (i.e. Cost of RFP, Bid Security and Processing Fees) Submitted with Technical Bid does not match with the original instruments submitted by the firm then Technical and Financial Bids Submitted by the firm shall be liable for rejection. b) Copy of the RFP Document - The bidder shall enclose digitally signed and stamped (by the lead member in case of JV/Consortium) copy of the RFP Document except the Financial Bid. RFPs, digitally/manually signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated/required documents shall be submitted duly numbered and digitally/manually signed/stamped by the bidders. c) All applicable Annexures/Proformas shall be duly filled, signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid. d) In case of a joint venture/consortium, information as required under clause 3.2.1, in respect of each partner/company including FORM-1, FORM-2 & FORM-3 will be required to be furnished. Additional sheets may be used wherever necessary.
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			e) Other duly certified documents required like Proof of Work Experience (Work Completion cum Performance Certificate issued by the client), GST certificate, PAN card, financial standing etc. shall be part of the Technical Bid submission.
		5.2.1.2	The work plan should be consistent with the Work Schedule (Form TECH-4 of Section III) which will show in the form of a bar chart the timing proposed for each activity.
		5.2.1.3	The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks with time input be provided in Form for Team Composition and CVs of Key Experts (Form TECH-5 of Section III).
		5.2.1.4	CVs of the Professional staff shall be signed by the staff themselves and countersigned by the Consultant (Form TECH-5 Part-II of Section III).
		5.2.2	The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.
5.3	Financial Proposals	5.3.1	<p>a) The Financial Bid shall be submitted online through the prescribed website (https://eproc.rajasthan.gov.in) as per the instructions on the webpage therein. The Consultancy Fee shall be submitted online in the Financial Bid Format using the attached Bidding Forms (Section III). This Consultancy fee should include all costs associated with the contract.</p> <p>b) Utmost care be taken to upload Financial Bid. Any change in the format of Financial Bid file may render it unfit for bidding. Following steps may be followed in submission of Financial Bid:</p> <p>(i) Download format of Financial bid in XLS format (Password protected file).</p> <p>(ii) This XLS file is password protected file. Don't unprotect the file. Consultancy fee has to be filled in this file and the same has to be uploaded. The bidder has to fill only the cells with green background.</p> <p>(iii) Fill Bidder Name in downloaded Financial Bid format as specified (in XLS format only) in green background cells. Don't fill in any other background cells.</p>



			<p>(iv) Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in) when required.</p> <p>Documents to be submitted by the Bidder under RFP package have been described under the respective Clause 5 above. This list of documents has been prepared mainly for the convenience of the Bidder and any omission on the part of the Authority shall not absolve the Bidder of his responsibility of going through the various clauses in the RFP Documents and to submit all the details specifically called for (or implied) in those clauses.</p> <p>All documents issued for the purposes of Bidding as described in this document and any amendment issued in accordance with Clause 4 shall be deemed as incorporated in the Bid.</p>
5.4	Currencies of Proposal and Payments	5.4.1	The unit rates and the Prices shall be quoted by the Consultants entirely in Indian Rupees and all payments shall be made in Indian Rupees.
5.5	Taxes	5.5.1	<p>The Consultant and Experts are responsible for meeting all tax liabilities arising out of the Contract.</p> <p>To be read in conjunction of GCC Clause 11.</p>
6. Submission, Receipt and Opening of Proposals			
S.No.	Particulars	Clause	Description
6.1	Submission, Receipt and Opening of Proposals	6.1.1	<p>The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must sign such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section III, and FIN-1 of Section III. (Important note: With regard to any arithmetic errors or increase and decrease in the quantity shall be referred from As per Rule 64 of RTPPR 2013 and same may be referred in Finance Department order no. एफ.3(1)वित्त/साविलेनि/2011 dated 04.02.2013)</p>

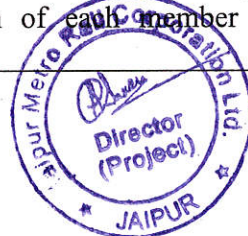


		6.1.2	<p>The Consultant or a person authorized by the Consultants shall sign digitally/manually all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.</p> <p>A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p>
		6.1.3	<p>Please note that for the purpose of this tender, the submissions are requested to be submitted through the website of State e-Procurement Portal, http://eproc.rajasthan.gov.in.</p>
		6.1.4	<p>The Proposal or its modification must be submitted as indicated in the Bid Data Sheet and received by the Client no later than the time and the date indicated in the Bid Data Sheet, or any extension to the date.</p> <p>If electronic submission of the Proposals is requested, they must be submitted through the website of State e-Procurement Portal, http://eproc.rajasthan.gov.in. Any proposal received by the Client after the deadline for submission shall be returned unopened.</p>
		6.1.5	<p>The Client shall open the Technical Proposal online at the time and place indicated in the Bid Data Sheet.</p>
		6.1.6	<p>The Client's Proposals opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants or their authorized representatives who choose to attend in person on the opening date, time and the address as stated in the Bid Data Sheet. The Financial Proposal shall remain unopened in accordance with ITC Clause 7.3</p>
		6.1.7	<p>At the opening of the Technical Proposals the following shall be read out: (i) the name and address of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the addresses of all members; (ii) the presence or absence of Proposal Document price, if any, Bid Securing Declaration, (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Bid Data Sheet.</p>

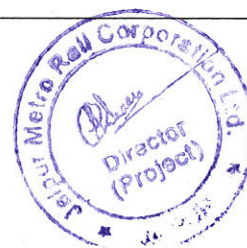


7. Proposals Evaluation

S.No.	Particulars	Clause	Description
7.1	General	7.1.1	<p>From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.</p> <p>Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p> <p>While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>The bids comprising technical and financial bid are to be submitted in two separate files (Technical Bid in PDF format and Financial bid in Password protected template in .XLS format). In the first step, a technical evaluation based on marking system will be carried out. Based on this technical evaluation, a list of technically qualified bidders will be prepared along with eligibility marks. In the second step, financial bids of technically responsive bidders shall be opened and evaluation will be carried out as specified in this RFP document. Bids will finally be ranked according to their combined technical and financial scores.</p>
7.2	Evaluation of Technical Proposals	7.2.1	<p>The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Bid Data Sheet. Each responsive Proposal will be given a technical score (S_T). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Bid Data Sheet.</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>In case of JV/Consortium: For the purpose of Scoring for Technical Evaluation, the calculation for eligible project will be based on weighted average basis (percentage participation of each member for this assignment).</p>



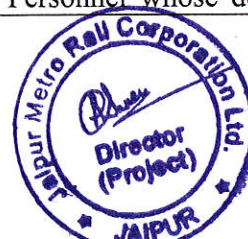
			<p><i>Eg. Let Member 1 has percentage participation of M% and Member 2 has N%. Let the no. of desired project of Member 1 is 'P' and that of Member 2 is 'Q', then the weighted average no. of desired project for JV/Consortium will be = $(AP+BQ)/100$.</i></p>
7.3	Public Opening and Evaluation of Financial Proposals (for QCBS method)	7.3.1	<p>After the technical evaluation is completed, the Client shall inform those Consultants whose Technical Proposals did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) or were considered non responsive to the RFP conditions, that their Financial Proposals will not be opened thereafter. The Client shall simultaneously notify in writing those Consultants that have secured the minimum overall technical score and inform them the date, time and location for opening the Financial Proposals. The result of the technical evaluation shall also be placed on the State Public Procurement Portal. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. JMRC will open "Financial Bid" only of technically qualified Applicants for evaluation.</p> <p>Each Financial Bid will be assigned a Financial Score (S_F).</p> <ul style="list-style-type: none"> (i) Amount of Financial Bid (F) for the bidder will be considered as the overall consultancy fees inclusive of taxes and items referred previously. The detail of Total Consultancy fees will be as per Clause 2.1.8 of ITC. (ii) The lowest Financial Bid (F_L) among the bidders will be given a financial score (S_F) of 100 points. The financial scores of other Bids will be computed as follows: $\text{Financial Score } (S_F) = 100 \times F_L/F$ $(F = \text{Amount of Financial Bid of a bidder})$
		7.3.2	<p>The Financial Proposals shall be opened publicly by a committee constituted by the Client for this purpose in presence of those Consultants or their representatives who may choose to attend whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break- down by criterion, shall be read aloud. The Financial Proposals shall be opened, and the total prices read aloud and recorded. The Consultants or their representatives who are present at the opening of the Proposals and the members of the Proposals opening Committee shall sign the record.</p>



	Correction of errors	7.3.3	Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
		7.3.3.1	Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC Clause 7.4 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
7.4	Taxes	7.4.1	The Client's evaluation of the Consultant's Financial Proposal shall be inclusive of all taxes and duties in India, as provided in the Bid Data Sheet.
7.5	Evaluation in case of Quality-cum- Cost-Based Selection (QCBS)	7.5.1	In case of Quality- cum- Cost- Based Selection (QCBS), the lowest evaluated Financial Proposal (F_L) will be given the maximum financial score (S_F) of 100 points. The financial scores (S_F) of the other Financial Proposals will be computed as indicated in the Bid Data Sheet. Proposals will be ranked according to their combined technical (S_T) and financial (S_F) scores, S , using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; $T + F = 1$) indicated in the Bid Data Sheet: $S = S_T \times T\% + S_F \times P\%$. The Highest ranked firm (H_1) based upon combined technical and financial score will be ascertained as most advantageous bid as per section 27 (b) of RTPPA-2012 for award of work.

8. Negotiations and Clarifications

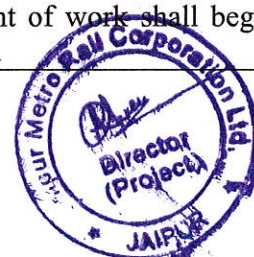
S. No.	Particulars	Clause	Description
8.1	General	8.1.1	The negotiations if required will be held be as per RTPPR 2013 Rule 69. The date and address for contract negotiation is indicated in the Bid Data Sheet with the Consultant or its representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
		8.1.2	DELETED
8.2	Availability of Key Experts	8.2.1	The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 3.5 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. No replacement of the Key Personnel whose details



			<p>were submitted along with the bid should be made unless absolutely essential. If such a replacement becomes unavoidable, it should be informed immediately to JMRC in writing, together with reasons thereof and in such case, a substitute Key Personnel who shall have equivalent or better qualifications and experience than the original candidate shall be proposed.</p> <p>The successful bidder shall not have the option of replacing any Key Personnel during the period of contract with personnel possessing lower qualifications than those submitted along with the bid.</p>
		8.2.2	DELETED
8.3	Technical negotiations or clarifications	8.3.1	DELETED
8.4	Negotiations	8.4.1	The negotiations should be as per RTPPR 2013 Rule 69.
8.5	Conclusion of the negotiations	8.5.1	DELETED

9. Award of Contract

S.No.	Particulars	Clause	Description
9.1	Award of Contract	9.1.1	<p>Prior to the expiry of the period of bid validity prescribed by the Authority, the Authority will notify the successful bidder by email, to be confirmed in writing by registered letter, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance (LOA)') shall name the consultancy fee which the Authority will pay to the Agency in consideration of the execution, completion of the works by the Agency as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Consultancy Fees'). The "Letter of Acceptance (LOA)" will be sent in duplicate to the successful bidder, who will return one copy to the Authority duly acknowledged and signed by the authorized signatory, within four days of receipt of the same by him. No correspondence will be entertained by the Authority from the unsuccessful Bidders.</p> <p>The Letter of Acceptance will constitute a part of the contract. The commencement of work shall begin as per details in BDS.</p>



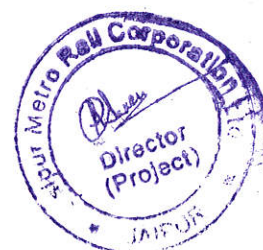
Section I: Instructions to Consultants

			<p>Upon "Letter of Acceptance" being signed and returned by the successful bidder as mentioned above, the authority will promptly notify the unsuccessful bidders and discharge / return their bid securities.</p> <p>The Authority shall prepare the Agreement in the Proforma (Form E) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 15 days from the date of issue of the letter of acceptance (LOA), the successful bidder will be required to execute the Contract Agreement. The Performance Security should be submitted immediately after issue of Letter of Acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Authority and the agency through their authorized signatories, will be supplied by the Authority to the Agency.</p> <p>Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 10 days from the date of issue of the Letter of Acceptance:</p> <ol style="list-style-type: none"> Performance Security Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating: <ol style="list-style-type: none"> Percentage Participation of each member/partner. Joint and several liability of the partners
		9.1.2	<p>If the Consultant, whose Bid has been accepted, fails to sign a agreement or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall take action against the successful Consultant as per the provisions of the Act and the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates and conditions of successful Consultant, to the Consultant with next lowest.</p>
		9.1.3	<p>The Consultant is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.</p>
		9.1.4	<p>Type of consultancy contract - Lump Sum Based Contract.</p>

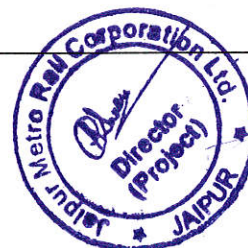


Section I: Instructions to Consultants

9.2	Performance Security	9.2.1	<p>The successful bidder shall furnish to the Authority a security for an amount of 5% of the Total Consultancy Fees, in accordance with General Conditions of Contract. The Performance Security can be in the form of Bank Draft or Banker's Cheque or a Bank Guarantee of a Scheduled Bank en-cashable at Jaipur Branch. The Bank Guarantee has to be from a Scheduled Bank based in India and the Form of Performance Security (Form 5.2 under Section V C) provided shall be used. The Performance Security shall be furnished within the time limit specified in Clause 9.1.1.</p> <p>Performance Bank Guarantee shall be stamped at the rate of 0.25% of the contract value.</p> <p>Failure of the successful tenderer to comply with provisions of Clause 9.1 shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the tender security.</p> <p>Performance Security shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder.</p> <p>This may be read in conjunction with Rule 75 of RTPPR-2013.</p> <p>In case of unbalanced bid, the successful bidder shall have to submit Additional Performance Security as per Rule 75A of RTPPR 2013.</p>
		9.2.2	<p>Performance Security shall be furnished as specified in the Bid Data Sheet.</p>



		9.2.3	<p>(a) Forfeiture of Performance Security : Amount of Performance Security in full or part may be forfeited in the following cases :-</p> <p>(b) when the Consultant does not execute the agreement in accordance with ITC Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or</p> <p>(c) when the Consultant fails to commence the Services as per Letter of Award within the time specified; or</p> <p>(d) when the Consultant fails to complete the Services satisfactorily within the time specified; or</p> <p>(e) when any terms and conditions of the contract is breached; or</p> <p>(f) to adjust any accepted dues against the Consultant from any other contract with the Procuring Entity; or</p> <p>(g) if the Consultant breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and ITC Clause 3.1.</p> <p>(h) Notice of reasonable time will be given in case of forfeiture of Performance Security.</p> <p>(i) The decision of the Client in this regard shall be final.</p>
9.3	Payments	9.3.1	All payments shall be made in Indian Rupees.
9.4	Schedule of Payments	9.4.1	Payment Schedule will be as specified in the Bid Data Sheet.
	Acceptance of Deliverables	9.4.2	Acceptance of Deliverables will be as specified in the Bid Data Sheet.
10. Confidentiality			
S.No.	Particulars	Clause	Description
10	Confidentiality	10.1	<p>In addition to the restrictions specified in section 49 of the Act and Rule 77 of the Rules, all information contained in this RFP should be treated as commercially confidential and the Consultants are required to limit dissemination on a need-to-know basis. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.</p>



11. Grievance Redressal During Procurement Process			
S.No.	Particulars	Clause	Description
11	Grievance Redressal	11.1	Any grievance of a Consultant pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITC.



Appendix A : Procedure of Appeals

1. Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in ITC Clause 11.1 within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in ITC Clause 11.1 in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
4. Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

5. Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

6. Fee for filing appeal



- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



FORM No. 1

[See rule 83]

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement
Act, 2012**

Appeal No _____ of _____
Before the _____ (First / Second Appellate Authority)

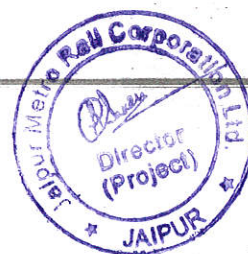
1. Particulars of appellant:
 - i. Name of the appellant:
 - ii. Official address, if any:
 - iii. Residential address:
2. Name and address of the respondent(s):
 - i.
 - ii.
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal: _____

(Supported by an affidavit)
7. Prayer: _____

Place _____

Date _____

Appellant's Signature

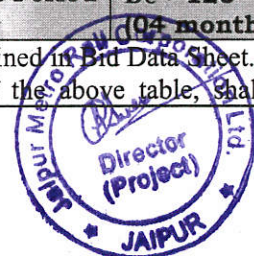


Section II: Bid Data Sheet

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: dp@jaipurmetrorail.in</p> <p>Method of selection: Quality cum Cost Based Selection (QCBS)</p>																								
2.1.3	<p>The complete bid document can be downloaded from the state e-procurement website https://www.eproc.rajasthan.gov.in 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 https://transport.rajasthan.gov.in/jmrc and state procurement portal i.e., https://sppp.rajasthan.gov.in</p> <p>Bidders who wish to participate in this online bidding process must register on https://www.eproc.rajasthan.gov.in. 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>Schedule of Selection Process - The Authority would endeavor to adhere to the following schedule:</p> <table><tr><th>S.N.</th><th>Event Description</th><th>Date & Time</th></tr><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 on 26 July 2024</td></tr><tr><td>6</td><td>Opening of Technical Bid</td><td>1600 hrs on 26 July 2024</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></table> <p>Name of the assignment is SELECTION OF CONSULTANCY FIRM FOR CONDUCTING TRAFFIC & TRANSPORT STUDIES FOR NEW METRO ROUTES, REVIEWING OF PHASE 2 DPR (2020), PREPERATION OF DPR FOR FEASIBLE/SELECTED ROUTES & OTHER WORKS.</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 on 26 July 2024	6	Opening of Technical Bid	1600 hrs on 26 July 2024	7	Opening of Financial Bid	To be informed to technically qualified bidders by email and announced on website.
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7	Opening of Financial Bid	To be informed to technically qualified bidders by email and announced on website.																							



2.1.4	<p>The Pre-Bid conference will be held either Physically at the address given below or virtually.</p> <p>Time: 1300 hrs Date: 22 July, 2024</p> <p>Other details are: Only one person per firm to be allowed for pre proposal conference.</p> <p>Name and Designation of the convener: Sh. Akhilesh Kumar Saxena, Director (Project), Jaipur Metro.</p> <p>Address:</p> <p style="text-align: center;">Jaipur Metro Rail Corporation Limited Admin Building, Metro Depot, Bhrighu Path, Mansarovar City: Jaipur (Rajasthan), Postal Code: 302020 Telephone (91-141) 2822781 Electronic mail address: <u>dp@jaipurmetrorail.in</u> Website: <u>www.transport.gov.in/jmrc</u></p>																																															
2.1.5	<p>The Client will provide the following inputs and facilities: DPR of Phase 2 (Year 2020) and CTS Report of JDA.</p>																																															
2.1.8	<p>Progress Reports, Deliverables and Review meetings will be as follows:</p> <table><tr><th>S.No.</th><th>Deliverable</th><th>Submission Period</th></tr><tr><td>1.</td><td>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 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</td><td></td></tr><tr><td>a)</td><td>DPR on ToR points no. (a)(1) to (a)(5)</td><td>Dc + 45</td></tr><tr><td>b)</td><td>Report on ToR points no. (a)(6)</td><td>Dc + 60</td></tr><tr><td>2.</td><td>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</td><td></td></tr><tr><td>a)</td><td>Draft DPR submission as per ToR points no. (b)(1) to (b)(4)</td><td>Dc + 90</td></tr><tr><td>b)</td><td>Final DPR submission</td><td>Dc + 120</td></tr><tr><td>3.</td><td>Preparation of Detailed Proposal for First and Last mile connectivity for all operational and proposed metro stations along with provision of parking in all important metro stations.</td><td></td></tr><tr><td>a)</td><td>Draft Proposal submission as per ToR points no. (c)(1) to (c)(14)</td><td>Dc + 90</td></tr><tr><td>b)</td><td>Final Proposal submission</td><td>Dc + 120</td></tr><tr><td>4.</td><td>Prepare a detailed Proposal plan for Value Capture Financing (VCF) by acquiring land parcels of JDA along the metro corridors.</td><td></td></tr><tr><td>a)</td><td>Assessment Report</td><td>Dc + 60</td></tr><tr><td>b)</td><td>Draft Proposal submission as per ToR points no. (d)(1) to (d)(11)</td><td>Dc + 90</td></tr><tr><td>d)</td><td>Final Proposal submission</td><td>Dc + 120</td></tr><tr><td colspan="2">Overall Contract Period</td><td>Dc + 120 (04 months)</td></tr></table> <p>Note: Dc is the Date of Commencement of Work as defined in Bid Data Sheet. The Items mentioned under Sub-Paras of Para 1 to 4 of the above table, Shall be</p>			S.No.	Deliverable	Submission Period	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 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		a)	DPR on ToR points no. (a)(1) to (a)(5)	Dc + 45	b)	Report on ToR points no. (a)(6)	Dc + 60	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 DPR submission as per ToR points no. (b)(1) to (b)(4)	Dc + 90	b)	Final DPR submission	Dc + 120	3.	Preparation of Detailed Proposal for First and Last mile connectivity for all operational and proposed metro stations along with provision of parking in all important metro stations.		a)	Draft Proposal submission as per ToR points no. (c)(1) to (c)(14)	Dc + 90	b)	Final Proposal submission	Dc + 120	4.	Prepare a detailed Proposal plan for Value Capture Financing (VCF) by acquiring land parcels of JDA along the metro corridors.		a)	Assessment Report	Dc + 60	b)	Draft Proposal submission as per ToR points no. (d)(1) to (d)(11)	Dc + 90	d)	Final Proposal submission	Dc + 120	Overall Contract Period		Dc + 120 (04 months)
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	<p>considered as Key Dates of the Contract.</p> <p>The above respective deliverables, in the English language, are to be submitted by the consultant to JMRC in 03 Hard copies alongwith soft copy in Hard Disk/pendrive alongwith all relevant data sheet/calculation sheet/drawings etc. For assessment of the work progress, the consultant (through the Team Leader) shall submit the Monthly progress Report.</p> <p>It is to be noted that along with every submissions/deliverables, a physical/or online (as mutually agreed) progress review meeting within 5 days of submission will be held between JMRC and the consulting firm (At JMRC office in case of physical meeting). All experts associated with the respective deliverables would be required to compulsorily attend the same. In case of non-availability of the expert, prior intimation has to be given to JMRC. The Minutes of all the review meetings will have to be prepared and released by the consulting firm after approval from JMRC. The Minutes will become formal part of the submission to JMRC.</p> <p>In addition to above, the consulting firm alongwith required the key experts shall attend the meeting whenever desired by the JMRC, for this all the cost to attend such meeting shall be borne by the consultant only, nothing shall be paid extra by JMRC.</p>												
2.1.9	<p>Total Consultancy fees will be calculated accordingly:</p> <p>The bidder is required to quote for the Consultancy Fees in the prescribed format of the RFP document i.e. FORM FIN-1.</p> <p>The Total consultancy fee will be the addition of quotes/costs submitted by the bidder for Four deliverables individually as under:</p> <table><tr><th>S.No.</th><th>Deliverable</th><th>Quote</th><th>% Ceiling limit of Total Consultancy Fees</th></tr><tr><td>1)</td><td>Deliverable 1</td><td><p>The fees for this Deliverable will be calculated on pro-rata per kilometer basis for DPR Preparation of 40 km of Metro corridors</p><p>Note: The fees calculated on pro rate basis for 40 km DPR will be considered for Financial Proposal assessment. For any further DPR preparation beyond 40 km, the rate/km quoted by the consultant will be considered. (hereinafter referred as D_{1C}).</p></td><td>30%</td></tr><tr><td>2)</td><td>Deliverable 2</td><td><p>The fees for this Deliverable will be calculated on pro-rata per kilometer basis for DPR Preparation of 21 km of Metro corridors</p><p>Note: The fees calculated on</p></td><td>30%</td></tr></table>	S.No.	Deliverable	Quote	% Ceiling limit of Total Consultancy Fees	1)	Deliverable 1	<p>The fees for this Deliverable will be calculated on pro-rata per kilometer basis for DPR Preparation of 40 km of Metro corridors</p> <p>Note: The fees calculated on pro rate basis for 40 km DPR will be considered for Financial Proposal assessment. For any further DPR preparation beyond 40 km, the rate/km quoted by the consultant will be considered. (hereinafter referred as D_{1C}).</p>	30%	2)	Deliverable 2	<p>The fees for this Deliverable will be calculated on pro-rata per kilometer basis for DPR Preparation of 21 km of Metro corridors</p> <p>Note: The fees calculated on</p>	30%
S.No.	Deliverable	Quote	% Ceiling limit of Total Consultancy Fees										
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		pro rate basis for 21 km DPR will be considered for Financial Proposal assessment. For any further DPR preparation beyond 21 km, the rate/km quoted by the consultant will be considered. (hereinafter referred as D _{2C}).	
3)	Deliverable 3	Lumpsum Cost (hereinafter referred as D _{3C})	20%
4)	Deliverable 4	Lumpsum Cost (hereinafter referred as D _{4C})	20%

Important to Note:

- 1. The bidder has to quote the cost in adherence to the % ceiling limit mentioned in the above table, failing which bid will be liable for rejection.**
- 2. With regard to the rate quoted under Deliverable 1 & Deliverable 2, the final payment against this will be made as per the length of the approved metro corridor by the Government for which the DPR(s) will be prepared. The variation in the quantity (i.e. length of metro corridor) may be upto (+/-) 50% of the quantity mentioned under Deliverable 1 & Deliverable 2, for which nothing shall be paid extra other than cost to be paid as per Fin-1 Deliverable 1 & Deliverable 2 rate. (Refer Rule 73 of RTPPR-2013)**

*E.g. : If Government approves the metro corridor of 35 km, then the final payment against deliverable 2 will be 35 * rate per km.*

The Total Consultancy fees shall include all tax liabilities (including GST) and all such costs including but not limited to transportation, accommodation, site visit charges, printing of documents for submission etc., which will be incurred by the consultancy firm for fulfillment of the service defined under this document.

The consultancy firm shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of 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.

The rate quoted shall be reasonable and balanced. If the Authority assesses the rates as unbalanced, it may require the tenderer to furnish detailed analysis to justify the same. If after its examination, the Authority still feels the rates to be unbalanced and/or unreasonable, the tender is liable to be rejected by the Authority.

The bidder shall keep the contents of his proposal and consultancy fees quoted by him confidential.

The bidder shall as far as possible utilize Indian labor and staff and materials.

Important Note: No advance shall be paid to the consultant.

2.1.10

The consultancy service for CONDUCTING TRAFFIC & TRANSPORT STUDIES FOR NEW METRO ROUTES, REVIEWING OF PHASE 2 DPR (2020), PREPERATION OF DPR FOR FEASIBLE/SELECTED ROUTES &



OTHER WORKS will be implemented over **Four (04) calendar months** from the date of Commencement of work as per clause 9.1.1. of Bid Data Sheet.

2.1.11

For the consultancy work, following Key Experts will be required:

	Experts	Minimum Qualification	Desired Professional Experience
1)	Team Leader	Master's degree in Civil Engineering/ Traffic Engineering/ Transportation Planning / Urban Planning/MBA or equivalent	Min. 20 years. Expert should have been responsible for planning, project preparation and design of MRT/Rail projects and also led the feasibility/DPR study teams involving MRTS/RRTS /PRT.
2)	Traffic & Transport Expert	Master's degree in Traffic Engineering /Transportation Planning/Civil Engineering/ Urban Planning or equivalent	Min. 15 years in the field of Transport Demand Modeling, DPR Preparation, Traffic & transport related studies etc.
3)	Civil Alignment Expert	Master's degree in Civil Engineering/ Traffic Engineering or equivalent	With Minimum 10 years' experience. Expert should have been responsible for planning and design of geometric route alignment of at least 02 MRTS/RRTS projects. Knowledge of relevant software used for route alignment is pre-requisite and shall have to produce certificate of training received on above pre-requisite.
4)	Station Planning Expert	Bachelor's degree in Architecture or equivalent	With Minimum 10 years' experience. Minimum Expert should have been responsible for design of rail/MRT/RRT stations of atleast 2 such projects.
5)	Civil Engineer (Structural)	Bachelor's degree in Civil Engineering with masters in Structural Engineering	With Minimum 10 years' experience. With hands on experience in design of civil structures, like



			viaduct for MRTS/RRTS/Rail based projects of atleast 01 such project.
6)	Finance Expert	MBA / CA / ACA /CPA / ICWA / CFA or Post Graduate in Economic/Finance or equivalent	Min. 10 years' experience in preparation of Financial Analysis in Feasibility Study Report (FSR) / DPR for transport infrastructure projects viz. MRTS, Metro/ Highways/ PRT/ Railways, etc. and should have experience in project appraisal, project structuring, project financing, cost control and scheduling, financial structuring, financial closure and risk management.
7)	Real Estate Expert	Minimum Master's degree in Business Administration (MBA) with a specialization in Finance/Post Graduate in Finance or Economics/Masters in Planning (M.Plan) or equivalent	Min. 10 years' Experience of working on feasibility assessment of real estate projects.
8)	Environment & Social Expert	Master's Degree in Environmental Engineering/ Environmental Management/Environment Planning or equivalent	Min. 10 years Experience in carrying out Environmental & Social Impact Assessment (ESIA), ESMP, RAPs and other studies for large scale Transport infrastructure projects viz. BRTS / MRTS / Metro Rail /Railways / Highways.
9)	System Expert	Bachelor's degree in Electrical/Mechanica l/Electronics or equivalent	Min. 10 years experience in in planning/Maintenance and Operation of Transport infrastructure projects viz. MRTS / Metro Rail/Railways/PRT.



	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 INR 5000/- plus applicable GST(18%) against the cost of RFP Document alongwith the Bid Submission in form of Demand Draft / Bankers Cheque, payable in favor of Jaipur Metro Rail Corporation Limited . 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 INR 2500/- (Rs. One Thousand Five Hundred only) has to be submitted in form of Demand Draft / Bankers Cheque, payable in favor of Managing Director, RISL 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: Office of Director (Project) Jaipur Metro Rail Corporation Limited First Floor, Admin Building, Metro Depot, Bhrighu Path, Mansarovar City: Jaipur (Rajasthan), Postal Code: 302020 Telephone (91-141) 2822781 Date & Time: 1500 hrs, 26 July 2024
3.2.1	Whether Joint Ventures are permitted to submit Proposals (Yes/No) : Yes Important Note: For the purpose of this assignment, JV/consortium/association is permitted for maximum of 02 partners only.
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: Jaipur Metro Rail Corporation Limited Admin Building, Metro Depot, Bhrighu Path, Mansarovar City: Jaipur (Rajasthan), Postal Code: 302020 Telephone (91-141) 2822781 Electronic mail address: dp@jaipurmetrorail.in



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;">Director (Project), JMRC Jaipur Metro Rail Corporation Limited Admin Building, Metro Depot, Bhrihu Path, Mansarovar City: Jaipur (Rajasthan), Postal Code: 302020 Telephone (91-141) 2822781 Electronic mail address: <u>dp@jaipurmetrorail.in</u></div> Date and Time: Time 1600 hrs Date: 26 July, 2024												
7.2.1	<p>The broad criteria for the evaluation of the technical proposals shall be as follows:</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_T) 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											
1	Firm's Credentials	50 marks											
2	Team Composition and Expertise	40 marks											
3	Presentation over understanding of	10 marks											



	assignment, scheduling of work, methodology, expertise of proposed experts & method of execution	
	Total	100 Marks

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

No.	Technical Score Criteria	Marks Deployment								
1.	No. of Years of experience in India 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)	<table><tr><th>Parameter</th><th>Marks</th></tr><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></table> <p>Documents Required: 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									
More than 15 years but less than or equal to 20 years	8									
More than 20 years	10									
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)	<table><tr><th>Parameter</th><th>Marks</th></tr><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></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
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									

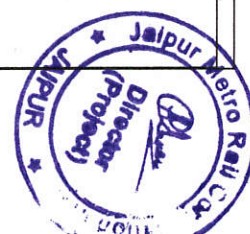


	3.	Experience of preparing detailed planning for feeder system or study to improve first & last mile connectivity or similar study for Mass Rapid Transit System (Conventional Metro, Rapid Rail, BRTS LRT etc.) as on 31.05.2024 (Maximum 10 marks)	<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>01 to 03 (completed + ongoing) Projects</td><td>04</td></tr><tr><td>More than 03 but less than or equal to 05 (completed+ ongoing) Projects</td><td>06</td></tr><tr><td>More than 05 (completed + ongoing) Projects</td><td>08</td></tr></table>	Parameter	Marks	01 to 03 (completed + ongoing) Projects	04	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 project in India.
			Parameter	Marks								
			01 to 03 (completed + ongoing) Projects	04								
			More than 03 but less than or equal to 05 (completed+ ongoing) Projects	06								
More than 05 (completed + ongoing) Projects	08											
	4.	Experience of preparing detailed study on Value Capture Financing of Government land or study to leverage public land asset or study of brownfield /greenfield development of land of Metro rail agency or any similar expertise of bidder for the VCF related work as on 31.05.2024 (Maximum 10 marks)	<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>01 to 03 (completed + ongoing) Projects</td><td>04</td></tr><tr><td>More than 03 but less than or equal to 05 (completed+ ongoing) Projects</td><td>06</td></tr><tr><td>More than 05 (completed + ongoing) Projects</td><td>08</td></tr></table>	Parameter	Marks	01 to 03 (completed + ongoing) Projects	04	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 project in India.
			Parameter	Marks								
			01 to 03 (completed + ongoing) Projects	04								
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More than 05 (completed + ongoing) Projects	08											

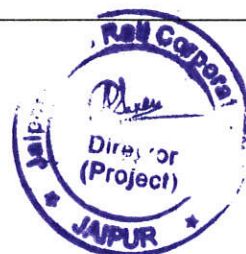
7.2.1	2) Scoring criteria for Team composition & expertise	
	I. Team Leader (08 Marks)	
	Minimum Master's degree in Civil Engineering/ Traffic Engineering / Transportation Planning / Urban Planning/MBA or equivalent	
	Overall Professional Experience	20-25 years - 3 Marks > 25 years - 4 Marks
	Experience of managing consultancy assignments for Preparation of Feasibility Study Reports (FSRs) / Detailed Project Report (DPRs) /Comprehensive Mobility Plan/Traffic & Transport Studies for MRTS/RRTS/PRT sectors.	1-5 assignments: 1.5 Marks 6-8 assignments: 3.0 Marks. 9 or more assignments: 4.0 Marks.
	II. Traffic & Transport Expert (08 Marks)	
	Minimum Master's degree in Traffic engineering /Transportation Planning/Civil Engineering/Urban Planning or equivalent.	



	Overall Professional Experience	15-20 years - 3.0 Marks >20 years - 4.0 Marks
	Experience of managing consultancy assignments for Preparation of Feasibility Study Reports (FSRs) / Detailed Project Report (DPRs) /Traffic Demand Modelling/Traffic & Transport Studies for MRTS/RRTS/PRT sectors.	1-5 assignments: 1.5 Marks 6-8 assignments: 3.0 Marks. 9 or more assignments: 4.0 Marks.
	III. Civil Alignment Expert (04 Marks)	
	Minimum Master's Degree in Civil Engineering/Traffic engineering or equivalent	
	Overall Professional Experience	10-15 years - 0.5 Marks >15 years - 1.0 Marks
	Experience in planning and design of geometric route alignment of MRTS/RRTS projects. <i>*Knowledge of relevant software used for route alignment is pre-requisite and shall have to produce certificate of training received on above pre-requisite.</i>	2-5 assignments: 1.0 Marks 6-8 assignments: 2.0 Marks. 9 or more assignments: 3.0 Marks.
	IV. Station Planning Expert (04 Marks)	
	a) Bachelor's degree in Architecture or equivalent b) Master's Degree in Architecture/Urban Planning/Transport Planning or equivalent	0.5 Mark 1.0 Marks
	Overall Professional Experience	10-15 years - 0.5 Marks >15 years - 1.0 Marks
	Experience in design of rail/MRT/RRT stations.	2-5 assignments: 0.5 Marks 6-8 assignments: 1.0 Marks. 9 or more assignments: 2.0 Marks.
	V. Civil Engineer (Structural) (04 Marks)	
	Minimum Master's Degree in Structural Engineering	
	Overall Professional Experience	10-15 years - 1.0 Marks >15 years - 2.0 Marks
	Experience in design of civil structures like viaduct for MRTS/RRTS/Rail based projects	1-3 assignments: 0.5 Marks 4-7 assignments: 1.0 Marks. 8 or more assignments: 2.0 Marks.
	VI. Finance Expert (04 Marks)	
	Minimum Master's degree in Business Administration (MBA) with a specialization in Finance/Masters in Finance/Chartered Accountant or equivalent from a recognized University	
	Overall Professional Experience	10-15 years - 0.5 Marks >15 years - 1.0 Marks
	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	1-5 assignments: 1.0Marks 6-8 assignments: 2.0 Marks. 9 or more assignments: 3.0 Marks.



	structuring, financial closure and risk management.	
	VII. Real Estate Expert (03 Marks)	
	Minimum Master's degree in Business Administration (MBA) with a specialization in Finance/Masters in Finance/Masters in Planning (M.Plan) or equivalent from a recognized University	
	Overall Professional Experience	05-10 years - 0.5 Marks >10 years - 1.0 Marks
	<ul style="list-style-type: none"> Experience of working on feasibility assessment or similar studies of real estate projects. Experience of working of PPP projects in urban areas. 	1-5 assignments: 0.5 Marks 6-8 assignments: 1.0 Marks. 9 or more assignments: 2.0 Marks.
	VIII. Environment & Social Expert (03 Marks)	
	Minimum Master's Degree in Environmental Engineering/Environmental Management/Environment Planning or equivalent	
	Overall Professional Experience	10- 15 years – 0.5 Marks > 15 years – 1.0 Marks
	Experience in carrying out Environmental & Social Impact Assessment (ESIA), ESMP and RAPs for large scale Transport infrastructure projects viz. BRTS / MRTS / Metro Rail/PRT/Railways / Highways.	1-4 assignments: 1 Marks. 5 or more assignments: 2 Marks.
	IX. System Expert (02 Marks)	
	Minimum Bachelor's degree in Electrical/Mechanical/Electronics or equivalent	
	Overall Professional Experience	10- 15 years – 0.5 Marks > 15 years – 1.0 Marks
	Experience in planning/Maintenance and Operation of Transport infrastructure projects viz. MRTS / Metro Rail/Railways/PRT.	1-4 assignments: 0.5 Marks. 5 or more assignments: 1.0 Marks.
	Important Note: For the purpose of marking under qualification of expert wherein minimum of Bachelor's Degree is desired, for them in case of key personnel possessing higher degree, than the marking will be for higher degree only and will not be the addition of marks against lower and higher degree.	
7.2.1	<p>3) Scoring criteria for Presentation over understanding of assignment, scheduling of work, methodology, expertise of proposed experts.</p> <p>The bidders will have to submit the presentation as per the instruction provided under TECH-6. The scoring will be done by the Committee nominated by the competent authority of JMRC for such purpose.</p>	



7.5.1

Under QCBS The weightage given to the Technical and Financial Proposals are as follows:

- Technical Proposal (T)= 0.7 (70%) and
- Financial Proposal (F) = 0.3 (30%)

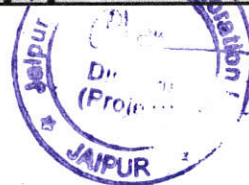
Bids will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times 0.7 + S_F \times 0.3$$

The Selected Applicant shall be the Applicant having the highest combined score while other Applicants shall be ranked sequentially accordingly to their combined scores.



9.1.1 & 9.1.3	<p>Commencement Date of Consultancy (Dc) Work: The work commencement date shall be counted from the date of “Kick Off Meeting” which has to take place within 10 days from issuance of ‘Letter of Award (LOA)’.</p> <p>The purpose of “Kick Off Meeting” is for an introductory meeting between the team of consultancy firm & JMRC team and the meeting will act as a brain storming session for the assignment.</p> <p>The base date for submission schedule and payment schedule shall be the date of “Kick Off Meeting”.</p>																														
9.2.1 & 9.2.2	<p>The successful bidder shall furnish to the Authority a security for an amount of 5% of the Total Consultancy Fees, in accordance with General Conditions of Contract and in the form of Bank Draft or Banker’s Cheque or a Bank Guarantee of a Scheduled Bank en-cashable at Jaipur Branch.</p> <p>Performance Bank Guarantee shall be stamped at the rate of 0.25% of the contract value.</p> <p>Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder.</p> <p>In case of unbalanced bid, the successful bidder shall have to submit Additional Performance Security as per Rule 75A of RTPPR 2013.</p>																														
9.4	<p>The schedule of Payments shall be as under:</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 & 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</td></tr><tr><td>a)</td><td>DPR on ToR points no. (a)(1) to (a)(5)</td><td>40%</td></tr><tr><td>b)</td><td>Report on ToR points no. (a)(6)</td><td>30%</td></tr><tr><td>c)</td><td>Approval by Employer over the submission of (a)(1) to (a)(6)</td><td>30%</td></tr><tr><td>2.</td><td colspan="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</td></tr><tr><td>a)</td><td>Draft DPR submission as per ToR points no. (b)(1) to (b)(4)</td><td>20%</td></tr><tr><td>b)</td><td>Final DPR submission</td><td>40%</td></tr><tr><td>c)</td><td>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.</td><td>40%</td></tr><tr><td>3.</td><td colspan="2">Preparation of Detailed Proposal for First and Last mile connectivity for all operational and proposed metro stations</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 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		a)	DPR on ToR points no. (a)(1) to (a)(5)	40%	b)	Report on ToR points no. (a)(6)	30%	c)	Approval by Employer over the submission of (a)(1) to (a)(6)	30%	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 DPR submission as per ToR points no. (b)(1) to (b)(4)	20%	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.	40%	3.	Preparation of Detailed Proposal for First and Last mile connectivity for all operational and proposed metro stations	
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 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																														
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b)	Report on ToR points no. (a)(6)	30%																													
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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																														
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3.	Preparation of Detailed Proposal for First and Last mile connectivity for all operational and proposed metro stations																														



		along with provision of parking in all important metro stations.		
	a)	Draft Proposal submission as per ToR points no. (c)(1) to (c)(14)	30%	% of D _{3C}
	b)	Final Proposal submission	40%	
	c)	Approval of the proposal	30%	
	4.	Prepare a detailed Proposal plan for Value Capture Financing (VCF) by acquiring land parcels of JDA along the metro corridors.		
	a)	Assessment Report	10%	% of D _{4C}
	b)	Draft Proposal submission as per ToR points no. (d)(1) to (d)(11)	10%	
	c)	Review 1	10%	
	d)	Final Proposal submission	40%	
	e)	Approval of the proposal	30%	
	The payment to consultant shall be processed on communication of Acceptance of the submission to the consultancy firm.			
11.1	The Designation and Address of the First Appellate Authority is Principal Secretary, Urban Development & Housing Department, Government of Rajasthan, Secretariat, Jaipur			
The Designation and Address of the Second Appellate Authority is Secretary (Budget), Finance Department, Government of Rajasthan, Secretariat, Jaipur				



Section III: Bidding Forms

{Notes to Consultant shown in brackets { } throughout Section III provide guidance to the Consultant to prepare the Technical Proposal and Financial Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Technical Proposal Forms

S. No.	FORM	DESCRIPTION
1	TECH-1	Technical Proposal Submission Form.
a)	FORM-1	Format for Power of Attorney for Authorized representative
b)	FORM-2	Format for Power of Attorney for Lead Member of JV
c)	FORM-3	Format for General Information & JV Data
2	TECH-2	Consultant's Organization and Experience.
a)	TECH-2A	A. Consultant's Organization
b)	TECH-2B	B. Consultant's Experience
3	TECH-3	Financial Standing of Consultant
4	TECH-4	Deliverables Schedule
5	TECH-5	Team Composition and attached Curriculum Vitae (CV)
6	TECH-6	Presentation Submission Details
7	FORM-4A	Form of Bid Securing Declaration
8	FORM-4B	Form of Bank Guarantee for Bid Security
9	FORM-4C	Undertaking For Encashment/Forfeiture of Bid Security
10	FORM-5	Declaration by the Bidder in compliance of Section 7 of the Act
11	FORM-6	Undertaking by JV/Consortium members
12	FORM-7	Land Border Country Registration Requirement

All pages of the original Technical and Financial Proposal shall be signed by the Consultant or the same authorized representative of the Consultant who signs the Proposal.



Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

Note:

- I. The Appendix forms part of the RFP.
- II. Tenderers are required to fill up all the blank spaces in this Form of RFP and Appendix.

Name of Work: **RFP for Selection of Consultancy firm for Conducting Traffic & Transport Studies for New Metro Routes, Reviewing of Phase 2 DPR (Existing), Preparation of DPR for feasible/selected routes & other works**

To

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: dp@jaipurmetrorail.in

We, the undersigned, offer to provide the consulting services for **FOR CONDUCTING TRAFFIC & TRANSPORT STUDIES FOR NEW METRO ROUTES, REVIEWING OF PHASE 2 DPR (EXISTING), PREPERATION OF DPR FOR FEASIBLE/SELECTED ROUTES & OTHER WORKS** in accordance with your Request for Proposals dated and our Proposal. Quality cum Cost Based Selection (QCBS) "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in separate envelopes."

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy of the JV agreement signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

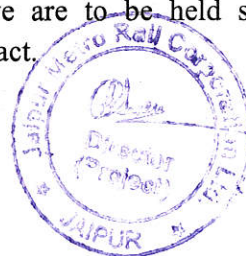
We hereby declare that:

1. Having examined the General Conditions of Contract as well as Special Conditions of Contract, Instructions to Consultants, Bid Data Sheet for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, and Addenda for the sum mentioned in the



Financial Bid or such other sum as may be ascertained in accordance with the said conditions.

2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works within 10 days of issue of the Employer's 'Letter of Award (LOA)'. The work commencement date shall be counted from the date of "Kick off meeting" which has to take place within 10 days from issuance of LOA. To complete the whole of the Works comprised in the Contract up to 04 months calculated from the date of Commencement of the work, as indicated in the Appendix.
4. If our Bid is accepted, we will furnish at our option a Bankers' Cheque, Demand Draft, Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.
9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.



We understand that the Client is not bound to accept any Proposal that the

Client receives. We remain,

Yours sincerely,

Authorized Signature {In full and
initials}:

Name and Title of
Signatory:

Name of Consultant (firm's/ company's name or JV's
name):

In the capacity
of:

Address:

Contact information (phone and e-
mail):

{For a joint venture, only the lead member shall sign, in which case the power
of attorney to sign on behalf of all members shall be attached}

APPENDIX TO THE FORM OF RFP

	Condition of Contract	
i.	Amount of Bank Guarantee as Performance Security	05 percent of the Contract Value.
Iii	Period for commencement of work from the date of issue of letter of acceptance	Within 10 days of issue of the Authority's Letter of Acceptance.
Iv	Contract Period from the date of commencement of work	04 (Four) months
Signature of authorized signatory on behalf of Bidder		

Date _____

Name _____

Place _____

Address _____



Form-1

Format for Power of Attorney for Authorised representative

Know all men by these presents, We, (name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms.....son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and SELECTION OF CONSULTANCY FIRM FOR CONDUCTING TRAFFIC & TRANSPORT STUDIES FOR NEW METRO ROUTES, REVIEWING OF PHASE 2 DPR (EXISTING), PREPERATION OF DPR FOR FEASIBLE/SELECTED ROUTES & OTHER WORKS, for Jaipur Metro Rail Corporation Limited (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20**

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries, that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.



Form-2

Format for Power of Attorney for Lead Member of JV

Whereas the Jaipur Metro Rail Corporation Limited (the "Authority") has invited proposals from interested bidders for SELECTION OF CONSULTANCY FIRM FOR CONDUCTING TRAFFIC & TRANSPORT STUDIES FOR NEW METRO ROUTES, REVIEWING OF PHASE 2 DPR (EXISTING), PREPERATION OF DPR FOR FEASIBLE/SELECTED ROUTES & OTHER WORKS Project, (the "Consultancy").

Whereas, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the consultancy in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Member in Charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s., having its registered office at, being one of the Members of the Consortium, as the Member in Charge and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the

Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Consultancy and/ or upon award thereof till the Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF



For (Signature, Name & Title)

For (Signature, Name & Title)

For (Signature, Name & Title)

(Executants) (To be executed by all the Members of the
Consortium)

Witnesses:

- 1.
- 2.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.



Form-3

Format for General Information and Joint Venture Data

- I. *Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.*
- II. *In case of Joint Venture / Consortium, an attested photocopy of Agreement indicating inter alia distribution of responsibilities among the members / constituents/percentage participation has to be mandatorily submitted along with Technical Proposal..*
-

1) Bidder Company details (in case of consortium, details of Lead Partner)

- (a) Name of Bidder Company:
- (b) Address of the corporate headquarters and its branch office(s), if any, in India:
- (c) Date of incorporation and/ or commencement of business:

2) Particulars of the Authorised Signatory of the Applicant:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

3) PAN Number (attach photocopy):

4) Service Tax Regn. No (attach copy of the registration certificate):

5) VAT registration number (enclose VAT registration certificate):

6) PF and ESI compliance

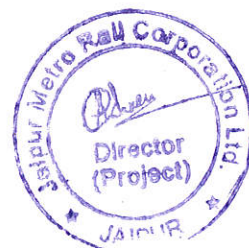
- a) PF registration no.:
- b) ESI registration no.:
- c) Code no. as per ESI Act 1948.

7) Bank Account Details (for purpose of receiving payment from JMRC) :

- a) Name of the Account Holder:
- b) Name of the Bank:
- c) Branch Address:
- d) 9-digit MICR Code:
- e) Account type (SB, Current, Cash Credit A/c, etc.):

8) Valid ISO 9000 certificate enclosed

(Yes/No)



9) Valid ISO 14001 certificate enclosed

(Yes/No)

10) Valid OHSAS 18001 certificate enclosed

(Yes/No)

11) In the case of a consortium:

a) Names of participating members/constituents indicating percentage share of participation in proposed JV

(a)

(b)

(c)

b) Address, telephone, Tele-fax and email of each members / constituent.

Registered Office

Office for correspondence

(a) _____

(b) _____

(c) _____

c) Distribution of responsibilities among partners / constituents. (Among other details, specify the sub-items of works for which each of the partners / constituents would be responsible).

d) Date and place of joint Venture/ Consortium Agreement.

e) Names and Addresses of Bankers to the Joint Venture/ Consortium

f) Names and Addresses of Associated Companies to be involved in the Project and whether Parent / subsidiary/ others.

g) If the company is subsidiary, what involvement, if any, will the Parent Company have in the Project?



Form TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

TECH 2A - Consultant's Organization

1. Provide here a brief description of the background and organization of your firm/company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

TECH 2B - Consultant's Experience

1. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

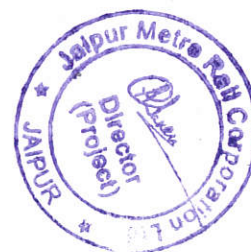


TECH 2B - Consultant's Experience (Continue)

Bidder's Credentials		
	Information	Information to be filled by Bidder
1.	No. of Years of experience in India 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	
2.	List of Project showcasing 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.	
3.	List of Project showcasing experience of preparing detailed planning for feeder system or study to improve first & last mile connectivity or similar study for Mass Rapid Transit System (Conventional Metro, Rapid Rail, BRTS LRT etc.) as on 31.05.2024	
4.	List of Project showcasing experience of preparing detailed study on Value Capture Financing of Government land or study to leverage public land asset or study of brownfield /greenfield development of land of Metro rail agency or any similar expertise of bidder for the VCF related work as on 31.03.2024.	

Note: 1. The project and desired information in above format has to be filled in consonance with the evaluation parameters mentioned in the Bid Data Sheet Clause 7.2.1.

2. For all the projects mentioned by the bidder, also mention the duration of assignment, client name, location and all relevant information.



Form TECH-3 (FOR FULL TECHNICAL PROPOSAL ONLY)

**Financial Standing of Consultant
(Refer ITC 3.2.6)**

Financial Standing (Annual Turnover): The average of annual turnover of bidder during last three audited financial years (certified & stamped by Chartered Accountant along with registration no.) should not be less than INR 25 Crore.

S No.	Audited Financial Years	Annual Turnover (in INR)
1.		
2.		
3.		

Certificate from the Chartered Accountant

This is to certify that has received the payments shown above against the respective years.

Name of the Authorized Signatory:

Designation:

Name of the Firm:

Signature of the Authorized Signatory:

Seal of the audit firm:

UDIN:

**Note: In case the Applicant is a consortium, above form has to be submitted for each consortium member.*

Note:

Attach the following:

(In case of consortium/ joint venture enclose the following documents of all partners)

- Attested copies of the financial statements of the last three financial years, duly certified by Chartered Accountant.**
- Income Tax Return for last three years.**



Form TECH-4 (FOR TECHNICAL PROPOSAL)

DELIVERABLES SCHEDULE

Consultant will complete the entire exercise as under. This shall however not include time period taken by JMRC in providing approval/ acceptance of report at different stages.

S.No.	Deliverable	Submission Period
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 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	
a)	DPR on ToR points no. (a)(1) to (a)(5)	Dc + 45
b)	Report on ToR points no. (a)(6)	Dc + 60
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 DPR submission as per ToR points no. (b)(1) to (b)(4)	Dc + 90
b)	Final DPR submission	Dc + 120
3.	Preparation of Detailed Proposal for First and Last mile connectivity for all operational and proposed metro stations along with provision of parking in all important metro stations.	
a)	Draft Proposal submission as per ToR points no. (c)(1) to (c)(14)	Dc + 90
b)	Final Proposal submission	Dc + 120
4.	Prepare a detailed Proposal plan for Value Capture Financing (VCF) by acquiring land parcels of JDA along the metro corridors.	
a)	Assessment Report	Dc + 60
b)	Draft Proposal submission as per ToR points no. (d)(1) to (d)(11)	Dc + 90
d)	Final Proposal submission	Dc + 120
Overall Contract Period		Dc + 120 (04 months)

Dc is the Date of Commencement as per Bid Data Sheet.



Form TECH-5 (FOR TECHNICAL PROPOSAL)

TEAM COMPOSITION

The Consultancy Firm must submit the CVs of the Key Personnel and documentary evidence of their association with the firm along with this form

S.No.	Designation	Min. Year of Experience Required	Actual year of Experience in the desired field
(a)	(b)	(c)	(d)
1	Team Leader	20	
2	Traffic & Transport Expert	15	
3	Civil Alignment Expert	10	
4	Station Planning Expert	10	
5	Civil Engineer (Structural)	10	
6	Finance Expert	10	
7	Real Estate Expert	10	
8	Environment & Social Expert	10	
9	System Expert	10	

Note: No Deviation in the Deployment proposed against of key experts for the proposed work shall be acceptable. If any Bidder proposes deviation in the Bid, such Bid shall not be considered and shall be rejected.

- The CVs of the Team Leader and other personnel are to be submitted along with the Bid (As per format). Bidder must submit the documentary proof of the Key Personnel being associated with the bidder along with this form.



FORM TECH-5

(CONTINUED)

Note: 1. The project and desired information in above format has to be filled in consonance with the evaluation parameters mentioned in the Bid Data Sheet Clause 7.2.1.

CURRICULUM VITAE (CV)

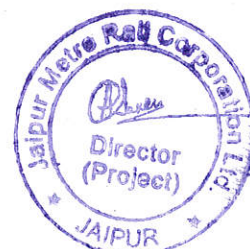
(please affix a recent passport size coloured photograph)

Position Title and No.	{e.g., TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact in for references	Country	Summary of activities performed relevant to the Assignment (mention Key Highlights as desired in the RFP)
[e.g., May 2009-present]	[e.g., Ministry/ Department of, advisor/consultant to..... For references: Tel...../e-mail.....; Mr....., Secretary/ Jt. Secretary/ Dy. Secretary]		



Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Assignment/Projects:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>Note: 1. The project and desired information in below table has to be filled in consonance with the evaluation parameters mentioned in the Bid Data Sheet Clause 7.2.1.</i>	

Expert's contact information: (e-mail, phone)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal and action under provisions of the Act and the Rules by the Client.

{day/month/year}

Name of Expert

Date

Signature

{day/month/year}

Name of the Consultant or his

Date

Authorised Signatory

(the same who signs the Proposal)

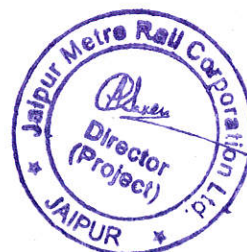
Counter Signature



FORM TECH-6 (PRESENTATION SUBMISSION DETAIL)

The presentation has to be submitted as per instructions mentioned below:

- 1) The bidders will have to submit the presentation showcasing their understanding of assignment, scheduling of work, methodology, expertise of proposed experts.
- 2) The presentation has to be submitted in color print of A4 sheet size and properly binded.
- 3) The presentation should not of more than 20 pages.
- 4) The bidders at appropriate time may be called upon for presenting the same in front of the committee, if JMRC decides to do so. Intimation in this regard will be sent to the bidders on their official email ids.



Form: 4A of Bid-Securing Declaration
(Refer 3.6.1 of ITC)

Date:

Bid No.:

Alternative No.:

To:

.....

.....

We, the undersigned, declare that:

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

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid;
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.



SELECTION OF CONSULTANCY FIRM FOR CONDUCTING TRAFFIC &
TRANSPORT STUDIES FOR NEW METRO ROUTES, REVIEWING OF
PHASE 2 DPR (EXISTING), PREPARATION OF DPR FOR
FEASIBLE/SELECTED ROUTES & OTHER WORKS

Signed:

Name:

In the capacity of:

Duly authorized to sign the bid for and on behalf of:

Dated on day of Corporate Seal

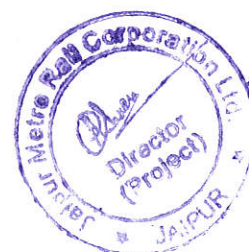
[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in the name of all partners of the Joint Venture that is submitting the bid.]



FORM - 4B: FORM OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamp Act)

- 1) KNOW ALL MEN by these presents that we
..... (Name of Bank) having our registered office
at (Name of country) (hereinafter called "the Bank") are
bound unto Jaipur Metro Rail Corporation Limited (hereinafter called
"the Employer") in the sum of Rs. for which payment
will and truly to be made to the said Employer, the Bank binds itself,
its successors and assigns by these presents.
- 2) WHEREAS (Name of Bidder) (hereinafter called "the Bidder") has
submitted
its bid dated..... for(Name of the work as
per clause 2.1.3 of ITC) hereinafter called the bid. AND WHEREAS
the Bidder is required to furnish a Bank Guarantee for the sum of
Rs..... as Bid Security against the Bidder's
offer as aforesaid. AND WHEREAS (Name of Bank) have, at the
request of the Bidder, agreed to give this guarantee as hereinafter
contained.
- 3) We further agree as follows:
 - a. That the Employer may without affecting this guarantee grant time
or other indulgence to or negotiate further with the Bidder in regard
to the conditions contained in the said bid and thereby modify
these conditions or add thereto any further conditions as may be
mutually agreed upon between the Employer and the Bidder.
 - b. That the guarantee hereinbefore contained shall not be affected by
any change in the constitution of our Bank or in the constitution
of the Bidder.
 - c. That any account settled between the Employer and the Bidder
shall be conclusive evidence against us of the amount due
hereunder and shall not be questioned by us.
 - d. That this Guarantee commences from the date hereof and shall
remain in force till (date to be filled up)(date to be
filled as mentioned in)
 - e. That the expression 'the Bidder' and 'the Bank' herein used shall,
unless such an interpretation is repugnant to the subject or
context, include their respective successors and assigns.



4) **THE CONDITIONS OF THIS OBLIGATION ARE:**

- a) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or
- b) if the Bidder does not accept the correction of his bid price in terms of the "Instructions to Bidders".
- c) if the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - i. fails or refuses to furnish the in accordance with the "Instructions to Bidders" and/or
 - ii. fails or refuses to enter into a Contract within the time limit specified in The "Instructions to Bidders".

We undertake to pay to the Employer mere on demand without demur up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

- 5) Notwithstanding anything contained herein:
- a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....)
 - b) This Bank Guarantee shall be valid upto.....
 - c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....
 - d) The amount covered under the above Bank Guarantee shall be automatically credited in the accounts of Jaipur Metro Rail Corporation in ICICI BANK LTD, Khanij Bhawan, Tilak Marg, C-Scheme, and Jaipur-302005 through IFSC: ICIC0006786. Bank Account No.678605111973 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from Jaipur Metro Rail Corporation Ltd. in writing for its release.



	Signature of Authorized Official of the Bank
Signature of Witness	Name of Official
Name : 	Designation
Address : 	Stamp/Seal of the Bank

Notes:

- 1) Please note that, any deviation in Bid security with regard to amount, validity and format shall be considered as material deviation and bid shall be dealt accordingly.
- 2) The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
- 3) The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer and payable at Jaipur.
- 4) Bid Security to be furnished on appropriate non-judicial stamps & should be valid for the next 04 months from the bid opening date.



FORM-4C: UNDERTAKING FOR ENCASHMENT / FORFEITURE OF BID SECURITY

(Refer Clause 3.6.1 of ITC) (Rule-42 of RTPPR-2013)

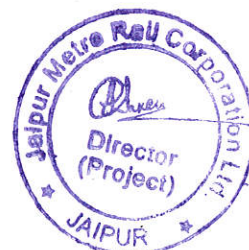
We, _____ (Legal Name of JV / Consortium) hereby confirm that Bid Security submitted in the form of FDR / Bank Guarantee (tick whichever is applicable) for the Contract _____ (Contract No. & **Name of Work**) in the name of _____ (name of the substantial member of JV / Consortium on whose name Bid Security is submitted) is on behalf of _____ (Legal Name of the JV / Consortium).

We also undertake that in the event of encashment / forfeiture of Bid Security by the Employer in terms of bid provisions, none of the constituent members of _____ (Legal Name of JV / Consortium) will have any objection for the same.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY (IES)

Note:

- 1) The undertaking is to be submitted in case the bid security (in form of FDR / Bank Guarantee) is submitted in the name of JV / Consortium members.
- 2) JV / Consortium Member on whose name the bid security is submitted shall be substantial member.



FORM -5 : Declaration by the Bidder in compliance of Section 7 of the Act

Declaration by the Bidder

In relation to my/our Proposal submitted to(the Client) for procurement of in response to their Request for Proposals No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that;

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

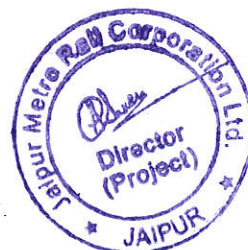
Signature of bidder

Place:

Name :

Designation:

Address:



**FORM 6 (Undertaking by
JV/Consortium members)**

We understand that,

- 1) In case, it comes to notice of JMRC either during or even after completion of Work that JV/Consortium members have either altered / modified the MOU / JV agreement with respect to the MOU submitted at bidding stage or entered a separate MOU/ Agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this bid for which every constituent member of the JV/Consortia is liable to be debarred for a period upto three years along with such other legal actions as may be permissible under the law.
- 2) Apart from all of us being jointly and severally responsible, we understand that each of us shall also be individually responsible for our duties as specified in the MOU/JV agreement submitted in terms of NIB. In case our JV/Consortium qualifies the criteria of work experience on the basis of our experience, each of us shall be responsible for deployment of key staff as per ITC. In case of failure on our part in fulfilling these duties, the performance security submitted by us may be forfeited by the Employer in addition to other actions.
- 3) We are aware that our performance shall be adjudged by the Employer on quarterly basis, and if the same is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e. Part Termination of the contract as elaborated in ITC. We are also aware that the performance of each of us may be specifically stated in the work experience certificate / performance Certificates which may be issued to us during or after execution of Work for our Business Development purposes.



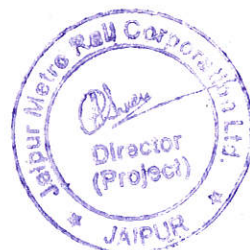
- (i) STAMP & SIGNATURE OF AUTHORISED SIGNATORY OF 1ST
MEMBER OF JV/Consortium
- (ii) STAMP & SIGNATURE OF AUTHORISED SIGNATORY OF 2ND
MEMBER OF JV /Consortium

AND SO ON.....

STAMP & SIGNATURE OF AUTHORISED SIGNATORY
ON BEHALF OF JV / Consortium

Note:

- 1) This undertaking shall be signed by each of the JV/Consortium members.
- 2) The undertaking shall be signed by the authorized signatory of each constituent member and counter signed by the authorized signatory of JV / Consortium.



FORM 7
Land Border Country Registration Requirement
(To be executed on a non-judicial stamp paper)

Name of Bidder

NIB Number

I/We have read the Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India, I/we certify that, bidder M/s(Name of Bidder) is

- i. Not from such a country
or
- ii. If from such a country has been registered with the Competent Authority i.e. as specified in Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021. **(Evidence of valid registration by the Competent Authority shall be attached).**

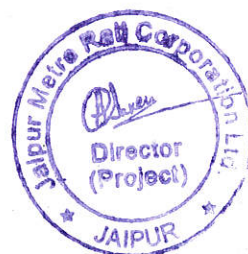
Name: [insert complete name of person signing the bid]

In the capacity of [insert legal capacity of person signing the bid]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the Bid for and on behalf of [insert complete name of the bidder]

Date: (insert date of signing)



Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section I, Instructions to Consultants.

FIN-1 Financial Proposal Submission Form



SELECTION OF CONSULTANCY FIRM FOR CONDUCTING TRAFFIC & TRANSPORT STUDIES FOR NEW METRO ROUTES, REVIEWING OF PHASE 2 DPR (EXISTING), PREPERATION OF DPR FOR FEASIBLE/SELECTED ROUTES & OTHER WORKS

Special Conditions of Contract

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

The financial bid format is to be filled and submitted online by the tenderer. (IMPORTANT: The tables as reproduced below are for reference only and the same are not to be submitted in hard form.)

Consultancy Fee for providing CONSULTANCY FOR CONDUCTING TRAFFIC & TRANSPORT STUDIES FOR NEW METRO ROUTES, REVIEWING OF PHASE 2 DPR (EXISTING), PREPERATION OF DPR FOR FEASIBLE/SELECTED ROUTES & OTHER WORKS as explained in Term of Reference and Scope of work of this RFP will have four components based on the deliverables mentioned at Bid Data Sheet Clause 2.1.9.

A		B		D		E		M		BA		BC	
Validate		Print		Help		Item Rate BoQ							
Tender Inviting Authority: Chairman & Managing Director, JMRC													
Name of the Work :		SELECTION OF CONSULTANCY FIRM FOR CONDUCTING TRAFFIC & TRANSPORT STUDIES FOR NEW METRO ROUTES, REVIEWING OF PHASE 2 DPR (2020), PREPERATION OF DPR FOR FEASIBLE/SELECTED ROUTES & OTHER WORKS											
Name of the Bidder/ Bidding Firm / Company :													
CONSULTANCY FEE SCHEDULE													
(This template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)													
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #							
SL No.	Deliverable Description	Quantity	Units	BASIC RATE Inclusive All Taxes In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Inclusive All Taxes in Rs. P	TOTAL AMOUNT In Words Inclusive All taxes							
1	2	3	4	5	6	7							
DELIVERABLES SCHEDULE													
1	Deliverable1: 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 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	40.000	KM		0.00	INR Zero Only							
2	Deliverable2: 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	21.000	KM		0.00	INR Zero Only							
3	Deliverable3: Preparation of Detailed Proposal for First and Last mile connectivity for all operational and proposed metro stations along with provision of parking in all important metro stations.	1.000	Lump Sump		0.00	INR Zero Only							
4	Deliverable4: Prepare a detailed Proposal plan for Value Capture Financing (VCF) by acquiring land parcels of JDA along the metro corridors.	1.000	Lump Sump		0.00	INR Zero Only							
Total in Figures					0.00	INR Zero Only							
Quoted Rate in Words					INR Zero Only								



- All the costs associated with the work shall be included in this Financial Bid. These shall cover and be inclusive of remuneration for all the Personnel considering their expenses for site visit/work from office, travel, accommodation, report/drawing printing etc. or any other factor to deliver the desired outcome. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
- The Financial Bid shall be inclusive of all expenses and tax liabilities for consultancy fees as quoted in the Financial Bid.



Section IV: Terms of Reference

OBJECTIVE OF CONSULTANCY SERVICE

The main objectives are:

- i) Part 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 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; and
(Note: Phase 2A: Sitapura to Ambabari as per DPR (2020) Phase 2; Phase 2B: Ambabari to Vidhyadhar Nagar)
- ii) Part 2: Preparation of Detailed Project Report (DPR) for most viable and effective metro on North South Corridor i.e. Phase 2, its extension and/or other metro extensions.
- iii) Part 3: Preparation of Detailed Proposal for First and Last mile connectivity for all operational and proposed metro stations with e-Buses along with provision of parking in all important metro stations.
- iv) Part 4: Prepare a detailed Proposal plan for Value Capture Financing (VCF) by acquiring land parcels of JDA/State Government along the metro corridors.

SCOPE OF WORK

The services to be rendered as per the above objectives shall include following but not limited to:

- a) **Part 1: Conduct Detailed Traffic & Transport Study and related assessment along its 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 its future extensions:-**

- 1) Review DPR, 2020 of Phase 2A (Approx. Length: 23 km) and Prepare DPR in fresh light for Phase-2A routes along with for routes mentioned below but not limited to, based upon current and future scenario/demand while following guidelines/norms of MoHUA/GoI for DPR preparation and Metro Rail Policy:

- Extension of North- South Corridor beyond Sitapura on South (Approx. Length: 07 km);
- Phase 2B i.e. Extension upto Vidhyadhar Nagar & beyond on North (Approx. Length: 10 km).



- Assess the feasibility of providing interchange of Phase 1 and 2 at Railway Station in places of Chandpole (as was proposed in Phase 2 DPR July 2020) and if feasible then proposal of revised alignment of Phase-2.
- Assess the feasibility of providing a double decked metro structure on Tonk Road similar to one along Ajmer Road (in front of Civil Lines Metro Station) to relive the area from traffic Congestion. This has to be done in coordination with JDA.
- Assess the feasibility of providing direct connectivity with Jaipur Airport in the Phase 2 as per MoHUA/GoI directives regarding Multi Modal Integration with Airport. Also to analyze its feasibility by providing connectivity through dedicated shuttle bus service.

In addition to above, while preparing DPR, also consider following in light of review of DPR 2020:

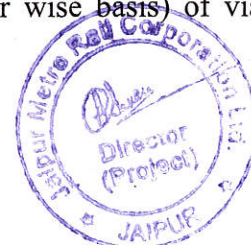
- Provision of 06-coach platform length stations and concourse level as in Phase 1 in place of 03-coach platform length stations proposed in DPR July 2020.
- Provision of appropriate no. of lifts and escalators.
- Security frisking & other security features at Metro Stations as per existing system.
- Substantial infrastructural & physical changes required due to development along the proposed route alignment along Tonk Road and steep rise in volume and profile of traffic.
- Modification, if any in the alignment and other structural requirement in view of the Traffic Signal Free Project of JDA near B2 Bypass.
- Project cost calculation at current year price level.
- Provision for a robust and sustainable First-and-Last mile connectivity for all metro stations with regard to requirement and type of system for such connectivity i.e. e-Buses.

The above are only some of the aspects which will have to be considered while updating and preparing the Phase 2A DPR. In addition to these the consultant shall consider all possible aspects based on change in land use, technology, traffic profile/demand, recent development in the field of metro etc.

- 2) Study and analyze the 'Comprehensive Traffic & Transportation Study (CTTS)' conducted by Jaipur Development Authority for Jaipur Region and all other studies relevant to metro planning and documents eg. Master Plan, Development Plan, policies etc.



- 3) Conduct Traffic and Travel Demand Analysis to establish current travel patterns and future demand projections considering population growth, economic development, and land-use changes.
- 4) Conduct assessment of the existing Public Transport System including metro and its proposed routes to identify potential gaps and inefficiencies in the current public transport network.
- 5) Conduct Socio-Economic and Land-Use Analysis to analyse current and projected land-use patterns (residential, commercial, industrial) and recent developments along the corridors, Identify major activity centres (employment hubs, educational institutions) and potential ridership generators, assess socio-economic trends and their impact on travel demand within the city etc.
- 6) Conduct final Traffic and Transport Analysis on the basis of above study to identify and suggest most appropriate and viable routes of Phase 2, its extension and/or other metro extensions while considering following but not limited to:
 - Analyse potential extensions of the metro network i.e. operational (Phase 1A & 1B), under implementation (Phase 1C & 1D) and proposed phases (i.e. Phase 2) based on future development plans and travel demand forecasts;
 - Study for metro from Badi Chaupar station to Ajmeri Gate via Sanganer Gate and Ravindra Manch, Ram Niwas Bagh (*Approx. Length: 03 km*) and providing metro connectivity of Transport Nagar to Ghat Gate, Sanganer Gate, Ravindra Manch, Ramniwas Bagh, and Ajmeri Gate (*Approx. Length: 03 km*).
 - Feasibility of implementing metro line from Mansarovar to Sitapura via New Sanganer Road BRT Corridor, Mansarovar Industrial Area and Sanganer (*Approx. Length: 12 km*).
 - Feasibility of extending metro (Phase 1D) from Ajmer Road Chauraha to proposed Heerapura ISBT on Ajmer road or beyond (*Approx. Length: 03 km*).
 - Feasibility of extending metro line on Tonk Road up to Prahladpura Industrial Area.
 - Feasibility of implementing metro line from operational Phase 1B/under implementation Phase 1C line upto Amber Kunda or beyond.
 - To attain maximum throughput and better connectivity, evaluate through Multi-Criteria evaluation comprising of factors like Ridership potential and passenger convenience, travel time savings and network efficiency, Social equity and accessibility for all citizens, Land acquisition requirements and environmental impact, tentative construction costs and operational feasibility, integration with existing infrastructure etc.; and
 - Detail out Stage wise implementation (year wise basis) of viable



metro corridors based upon the priority of the projects.

b) Part 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:-

Based upon the studies and assessment conducted under part 1, the most viable metro corridor for Phase 2 and/or other metro extensions will be identified and approved. For the approved Phase 2 route and/or other metro extensions, the DPR will be prepared as under but not limited to:

- 1) Prepare the DPR as per Appraisal Guidelines for Metro Rail Project Proposals of MoHUA, GoI.
- 2) Prepare the Alternative Analysis Report as per MoHUA, GoI guidelines, policies, circulars etc.
- 3) As part of the DPR, also prepare proposals on Multi- Modal Integration (with special focus over proposed ISBTs as per RSBTDA) and First & Last mile connectivity.
- 4) As part of the DPR, latest practices, norms, technological upgradations shall be considered.

c) Part 3: Preparation of Detailed Proposal for First and Last mile connectivity for all operational and proposed metro stations along with provision of parking in all important metro stations.

- 1) Analyze existing ridership data for operational metro stations to identify areas with high ridership potential but limited accessibility.
- 2) Conduct relevant surveys to understand travel patterns of potential metro users in surrounding areas within a 5 km radius of existing and proposed stations.
- 3) Evaluate and Analyze service frequency, capacity, and fare structure of existing public transport modes existing bus routes, rickshaw availability, and para-transit options like shared autos in proximity to metro stations.
- 4) Identify gaps and inefficiencies in the current first and last mile connectivity options.
- 5) Conduct Non-Motorized Transport (NMT) Infrastructure Assessment to evaluate existing pedestrian walkways, cycling lanes, and shared paths in the vicinity of metro stations.
- 6) Assess the safety and accessibility of existing NMT infrastructure for different user groups (cyclists, pedestrians, disabled).
- 7) Identify opportunities for improvement and expansion of NMT infrastructure.
- 8) Plan and Design a Feeder System to develop a network of environment friendly feeder bus routes connecting metro stations to neighborhoods (within 5 kms) based on demand analysis. Assess the provision of 1000 E-



Buses or no. of E-buses required to achieve the said plan.

- 9) Design an optimal feeder bus route network considering factors like route coverage, frequency, headway, and integration with metro schedules.
- 10) Explore options for fare integration between metro and feeder buses, including potential smart card solutions.
- 11) Develop strategy for Para-Transit Integration for integrating rickshaws and shared autos into the first and last mile network. Explore partnerships with ride-hailing services like e-rickshaws and app-based services for on-demand first-mile connectivity.
- 12) Prepare proposal for NMT Promotion and Infrastructure Development by designing dedicated cycling lanes and pedestrian walkways connecting residential areas to metro stations. Plan secure and well-managed bicycle parking facilities at metro stations. Explore the feasibility of a public bicycle-sharing program integrated with metro stations.
- 13) Stakeholder Engagement with residents' associations, rickshaw unions, and public transport operators to discuss proposed first and last mile solutions. Address concerns and incorporate feedback from stakeholders during the implementation process.
- 14) Conduct assessment of the impact of above proposals/strategies on environment in terms of improvement in air quality, reduction in congestion, effectiveness of E-vehicles in reducing pollution etc.

d) Part 4: Prepare a detailed Proposal plan for Value Capture Financing (VCF) by acquiring land parcels of JDA along the metro corridors.

- 1) Conduct Market Research and Land Use Analysis to analyze current and projected land-use patterns (residential, commercial, industrial) along operational and proposed metro corridors.
- 2) Identify potential areas for transit-oriented development (TOD) around metro stations based on JDA land parcels.
- 3) Research upon existing real estate market trends and property values in the vicinity of metro stations.
- 4) Evaluate and various innovative VCF tools applicable in the context of Jaipur e.g. Property tax increment financing, betterment levies, Transfer of development rights (TDR). Analyze successful VCF implementation examples in other Indian cities or international contexts.
- 5) Develop a financial model to estimate potential revenue generation through VCF based on land development around stations. Assess the financial viability of VCF in contributing to metro project costs, considering factors like development timelines and market uncertainties. Analyze potential risks associated with VCF implementation and propose mitigation strategies.
- 6) Conduct a comprehensive review of existing laws and regulations governing land acquisition, development, building bylaws, property taxation or other relevant policies, documents, guidelines etc. applicable



- in Jaipur. Assess potential legal hurdles and identify any amendments necessary to facilitate VCF implementation for the Jaipur metro project.
- 7) Draft a policy framework for VCF implementation outlining clear guidelines for land use, development rights, and revenue sharing between JDA, JMRC and developers. Recommend necessary regulatory changes to enable smooth VCF implementation within the legal framework of Rajasthan.
 - 8) Conduct stakeholder consultations with JDA, urban development authorities, real estate developers, and citizen groups. Discuss the proposed VCF plan, address concerns, and garner support for its implementation.
 - 9) Develop a detailed implementation plan outlining institutional arrangements, timelines, and responsibilities for various stakeholders involved in VCF. Include strategies for marketing TOD opportunities around metro stations to attract developers.
 - 10) Design a framework to monitor the effectiveness of VCF in generating revenue and achieving TOD objectives. Establish key performance indicators (KPIs) to track progress and identify areas for improvement.
 - 11) Requirement of land parcels along the metro route to make JMRC as self-sustainable organization.



Section VA: General Conditions of Contract

The GCC of JMRC shall be applicable to this RFP process and the contract pursuant thereto.

Tenderers are advised to carefully read this document, available online at JMRC website, <https://transport.rajasthan.gov.in/jmrc> at the link <https://transport.rajasthan.gov.in/content/transportportal/en/metro/BussinessWithUs/GeneralConditionofcontract-GCC.html>



Annexure A: Dispute Resolution Mechanism

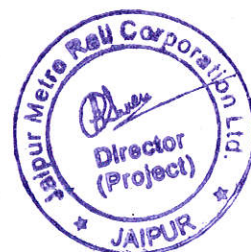
1. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

i. The provisions of this Agreement and the transaction shall, in all respects, be governed by, and construed in accordance with the laws of India.

ii. The Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this Agreement.

1.1 Amicable Resolution

Save where expressly stated to the contrary in this Agreement, any dispute, difference, claim or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, (the "**Dispute**") shall in the first instance be attempted to be resolved amicably in accordance with this Clause. The representatives from senior management of the Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute. Such representatives shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute.



Section VB: Special Conditions to Contract

Number of GCC Clause	Amendments of, and Supplements as applicable to Clauses in the General conditions of Contract
1.5	<p>The priority of the document shall be as follows:</p> <ol style="list-style-type: none"> 1) The Contract Agreement 2) The Letter of Acceptance (LOA) 3) Pre and Post Bid proceeds 4) Bidding Forms 5) Instruction to Consultant (ITC) 6) Terms of Reference 7) Bid Data Sheet 8) Special Conditions of Contract (SCC) 9) General Conditions of Contract (GCC) 10) Consultant's Proposal 11) Any other document forming part of the Contract.
4.5	<p>Sub-Contractors</p> <p>The sub-contracting, excluding design work shall be limited to 50% of the Contract Value. The value of a sub-contract, other than for Design work as when awarded, should be intimated by the Contractor to the Client and it should also be certified that the cumulative value of the sub-contracts awarded so far is within the aforesaid limit of 50%. A copy of the contract between the Contractor and Sub-Contractor shall be given to the Client within 15 days of signing and in any case 7 days before the Sub Contractor starts the Work and thereafter the Contractor shall not carry any modification without the consent in writing of the Client. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the Contractor. Payments to be made to such sub-contractors will be deemed to have been included in the Contract price. However, for major sub-contracts (each costing over Rs. 20 lacs Two Million), it will be obligatory on the part of the Contractor to obtain consent of the Employer. The Employer will give his consent after assessing and satisfying himself of the capability, experience and equipment resources of the sub-contractor. In case the Employer intends to withhold his consent, he should inform the Contractor within 15 days to enable him to make alternative arrangements to fulfil his programme.</p> <p>The Contractor shall provide sufficient superintendence, whether on the site or elsewhere, to ensure that the work to be carried out by a sub-contractor complies with the requirements of the Contract.</p> <p>The proposed sub-contract terms and conditions shall impose on the sub-contractor such terms of the Contract as are applicable and appropriate to the part of the Works to be sub-contracted, to enable the Contractor to comply with his obligations under the Contract.</p>



	Notwithstanding any consent to sub-contract given by the Client, if in his opinion it is consider necessary, the Client shall have full authority to order the removal of any sub-contractor from the Site or off-Site place of manufacture or storage.
11.2	No Advance will be paid to the Consultant under any account.
15	<p>The risks and the coverage shall be as follows:</p> <p>(a) 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.</p> <p>(b) Third Party liability insurance with a minimum coverage, for Rs. 1.00 million for the period of consultancy.</p> <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"> 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. <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>
17.9	DELETED



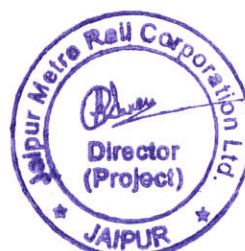
Section V C: Contract Forms

Table of contents

5.1. Contract Agreement

5.2. Performance Security

5.3. Performance Security Declaration



5.1 Contract Agreement

(To be executed on Non-Judicial Stamp Paper of appropriate value)

Contract for Consultancy Services

Lump-Sum

between

[Name of the Client]

and

[Name of the Consultant]

Dated:



CONTRACT AGREEMENT

{Refer Clause 9.1.1 of "Instructions to Bids" Note}

This Agreement is made on the _____ day of _____ 2024 Between JAIPUR METRO RAIL CORPORATION LTD, a company incorporated under the provisions of Companies Act 1956, and having its registered office at Admin Building, Metro Depot, Brighu Path, Mansarovar, Jaipur-302020 herein after called "the Authority", which shall include its successors, legal heirs and permitted assignees through its MANAGING DIRECTOR, Sh. of the first part; and M/s _____ (Name of company/partnership),(Detail of company incorporation) and having its registered office at(Address of Consultant/Agency) hereinafter called "the Consultant/Agency", which shall include its successors, legal heirs and permitted assignees through its (Designation),.....(Name) of the second part;.

Whereas the Authority is desirous that certain Works should be executed, viz Contract No. "JMRC/Phase 2 DPR/ Consultancy for CONDUCTING TRAFFIC & TRANSPORT STUDIES FOR NEW METRO ROUTES, REVIEWING OF PHASE 2 DPR (EXISTING), PREPERATION OF DPR FOR FEASIBLE/SELECTED ROUTES & OTHER WORKS" hereinafter called "the Works" and has accepted a Bid by the Contractor/Agency for the Consultancy work and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSE as follows:

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- Section I - Instructions to Consultants
- Section II - Bid Data Sheet
- Section III - Bidding Forms
- Section IV - Terms of Reference
- Section VA - General Conditions of Contract (GCC)
- Section VB - Special Conditions of Contract (SCC)
- Section VC - Contract Forms

In consideration of the payments to be made by the Authority to the Consultant/Agency as hereinafter mentioned, the Consultant/Agency hereby covenants with the Authority to execute and complete the works by and remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Authority hereby covenants to pay the Consultant/Agency in consideration of the execution and



completion of the works and the remedying of defects therein, the Consultancy Fees of Rs () being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

OBLIGATION OF THE CONSULTANT/AGENCY

The Consultant/Agency shall ensure full compliance with tax laws of India of every kind & nature with regard to this contract and shall be 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.

The staff/labor recruited by the Consultant/Agency for CONDUCTING TRAFFIC & TRANSPORT STUDIES FOR NEW METRO ROUTES, REVIEWING OF PHASE 2 DPR (EXISTING), PREPERATION OF DPR FOR FEASIBLE/SELECTED ROUTES & OTHER WORKS will be the sole responsibility of the Consultancy and JMRC will not be involved in it in any way. The staff / labor so recruited by the Consultant/Agency will not have any right whatsoever at any stage to claim employment in JMRC.

JURISDICTION OF COURT

The Courts at Jaipur, Rajasthan shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor/Agency

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said



SELECTION OF CONSULTANCY FIRM FOR CONDUCTING
TRAFFIC & TRANSPORT STUDIES FOR NEW METRO ROUTES,
REVIEWING OF PHASE 2 DPR (EXISTING), PREPERATION OF
DPR FOR FEASIBLE/SELECTED ROUTES & OTHER WORKS

Contract Forms

Name: _____

on behalf of the Contractor/Agency in the presence of:

Witness _____

Name _____

Address _____

By the said

Name: _____

on behalf of the Employer in the presence of:

Witness _____

Name _____

Address _____

Note :

- + To be made out by the Authority at the time of finalization of the Form of Agreement.



5.2 Performance Security

Performance Security

(To be given by a Scheduled Bank in India acceptable to the
Procuring Entity)

Date: _____ Contract Name and No.: _____

WHEREAS _____ (hereinafter "the
Consultant") has undertaken, pursuant to Contract No. _____ dated _____, _____ to
provide consultancy services _____ (hereinafter "the
Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Consultant
shall furnish you with a Security _____ issued by a reputable
guarantor for the sum specified therein as Security for compliance with the Supplier's
performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____,
legally domiciled in _____,
(hereinafter "the Guarantor"), have agreed to give the Supplier a Security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Consultant, up to a total of _____ and we undertake to pay you, upon your first written
demand declaring the Consultant to be in default under the Contract, without cavil or argument,
any sum or sums within the limits of _____ as
aforesaid, without your needing to prove or to show grounds or reasons for your demand or the
sum specified therein.

This Security is valid until the _____ day of _____, ..

Name _____

In the capacity of _____

Signed _____

Duly authorised to sign the Security for and on behalf of _____

Date _____

Bank's Seal _____



5.3 Performance Security Declaration

Performance Security Declaration

**Performance Security Declaration (Rule-75 of
RTPPR-2013) (To be executed on a non-
judicial stamp)**

Date: _____[insert date (as day, month and year)]

Contract Name and No.: _____[insert name and number of Contract]

To: _____[insert Designation and complete
address of Procuring Entity]

We, the undersigned, declare that:

1. We are a (*Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.*):
 - i. Departments/Boards of the State Government or Central Government;
 - ii. or Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or
 - iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) Or (7) of section 139 of the Companies Act, 2013; or
 - iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.
2. We understand that we are eligible for submission of a Performance Securing Declaration in lieu of Performance Security under Rule 75 (1) of RTPP Rules, 2013.
3. We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee



to ensure fulfillment of our all performance obligations under the Contract for _ [insert name of subject matter of procurement]

4. We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of 3 years as per section 46 of RTPP Act, 2012 [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed] starting on the date that we receive a notification from you, the bid accepting authority, MD /CMD,JMRC [Designation of the Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,
5. We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____ [insert signature of person whose name and capacity are shown]

In the capacity of: _____ [insert legal capacity of person signing the Performance Security Declaration]

Name: _____ [insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: _____
[insert complete name and address of the Bidder]

Dated on day of _ [insert date of signing]

Corporate Seal _____



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