

**RFP FOR LEASING OUT SPACE FOR INSTALLATION OF TELECOM
TOWERS AT EIGHT JAIPUR METRO STATIONS** | 2016

Price Rs. 1000

JAIPUR METRO RAIL CORPORATION LTD.

RFP No. F.1(45)/JMRC/DCA/Revenue/RTT/2016-17/05

Dated: 26.07.2016

**RFP FOR LEASING OUT SPACE FOR INSTALLATION OF TELECOM
TOWERS AT EIGHT JAIPUR METRO STATIONS**

REQUEST FOR PROPOSAL



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

2nd Floor, RSIC Wing, Udyog Bhawan ,

Tilak Marg, C- Scheme, Jaipur (Rajasthan)- 302005

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CIN: U60221RJ2010SGC030630

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DISCLAIMER

This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Work and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder 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 Bidder 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 Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

1. NOTICE INVITING BIDS**1.1 INTRODUCTION**

- i. Jaipur Metro Rail Corporation Limited (JMRC) is a Government of Rajasthan Undertaking, incorporated under the Companies Act, 1956, having its registered office at Khanij Bhawan, Behind Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)-302005.
- ii. JMRC has started its commercial operations on its first line from Mansarovar to Chandpole (Phase 1A) from 3rd June, 2015, with the mission of providing a safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan.
- iii. It is part of JMRC's corporate vision to develop metro stations as transit hubs for commuters which can meet many of their regular needs, through leasing out station retail space to different sectors. Development of stations as transit hubs will lead to proliferation of commercial activities such as retail, food and beverages, etc., which will increase footfalls and also lead to increased requirement of seamless mobile connectivity at & around metro stations.
- iv. JMRC desires to facilitate commuters with modern communication facilities across Jaipur Metro Corridor and also to generate revenue from this non-fare revenue sources. With this aim, JMRC has leased out space on roof top of one side entry / exit of 8 metro stations for installation of Telecom towers. JMRC further plans to lease out similar space on the roof top of other side entry / exit for installation of Telecom Towers for a period of 10 years (extendable upto 15 years).

1.2 SCHEDULE TO THE INVITATION OF RFP

Online bids are invited from eligible bidders as per schedule given here and as per terms and conditions set forth in this RFP document.

| S. No. | Item | Particulars |
|---------------|--|--|
| i. | RFP No. | F.1(45)/JMRC/DCA/Revenue/RTT/2016-17/05 Dated 26.07.2016 |
| ii. | Name of work | Leasing Out Space For Installation of Telecom Towers at Eight Jaipur Metro Stations |
| iii. | Cost of Bid Document (Non-Refundable) | Rs. 1000 (Rupees One Thousand Only) |
| iv. | e-tender Processing Fee (Non-Refundable) | Rs. 1000 (Rupees One Thousand Only) |
| v. | Earnest Money Deposit (EMD)/ Bid Security | As per details provided in Clause 3.5 & 3.7 of the RFP Document |
| vi. | Date of Issue of RFP | 26.07.2016 |
| vii. | RFP Download Start Date | 27.07.2016 (1100 Hrs.) |
| viii. | Websites for downloading tender Document and subsequent clarification / modification, if any | https://eproc.rajasthan.gov.in https://www.jaipurmetrorail.in www.sppp.rajasthan.gov.in |

| S. No. | Item | Particulars |
|--------|--|--|
| ix. | Start time and date of submitting queries / seeking clarification* | 27.07.2016 (1100 Hrs.) |
| x. | Pre-bid Conference* | 01.08.2016 (1100 Hrs.) at JMRC Conference Hall, 3rd Floor, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur |
| xi. | Last time and date of submitting queries / seeking clarification* | 03.08.2016 (1700 Hrs.) |
| xii. | Last Date for Replies to Queries by JMRC* | 05.08.2016 |
| xiii. | Online Bid submission Start Date / Time | 06.08.2016 (1000 Hrs.) |
| xiv. | Last time and date of downloading of Bid Document including clarifications/ amendments, if any. | 07.09.2016 (1100 Hrs.) |
| xv. | Last time and date for online Bid submission | 07.09.2016 (1400 Hrs.) |
| xvi. | Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office | Up to 1600 Hours of 07.09.2016 |
| xvii. | Time and date for opening of Technical Bid | 08.09.2016 at 1130 Hrs. (in Conference hall of JMRC) |
| xviii. | Time and date for opening of Financial Bid of Technically qualified bidders | Subsequent to Technical Bid opening (Date to be intimated later to the Technically qualified bidders through e-procurement website) |
| xix. | Website for Online Bid Submission | https://eproc.rajasthan.gov.in |
| xx. | Bid Validity | 90 days from the last date of submission of the Bid. |
| xxi. | Duration of Lease Agreement(s) pursuant to this RFP | Initially for Ten (10) years (extendable upto 15 years). |

*The date of Pre-bid Conference and Query Submission/reply etc. are tentative and may be changed at the discretion of JMRC. In case of any change, same will be indicated on the above mentioned websites.

Note:

- i. All Technical Bid will be opened on the specified date & time in presence of Bidders or their authorized representative who chooses to attend. In the event of the date specified for bid receipt and opening being declared as a government holiday, the due date for opening of bids will be the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
- iii. Physical submission of bid is not allowed.

- iv. JMRC will not be responsible for any delay in submission of online bid due to any reason.
- v. All bidders interested to participate and wishing to inspect the sites / stations may contact the following officer of JMRC:
*JGM(Revenue), JMRC,
2nd Floor, RSIC Wing, Udyog Bhawan,
Tilak Marg, C-Scheme, Jaipur-302005.
Tel. No.0141- 5192404, 7728895107,
Email: jgmrev@jaipurmetrorail.in*
- vi. Though the RFP document is common for all the Roof Top Towers (RTT spaces) at all the eight Metro Stations, the bid for each RTT space shall be separately evaluated and Bid security is to be submitted accordingly.

1.3 ELIGIBILITY CRITERION OF BIDDERS

| S. No. | Eligibility Criteria | Documents required to substantiate the same |
|--------|---|---|
| i. | The bidder should be a Telecom Operator (UASL / GSM / CDMA / 3G / 4G) or a infrastructure provider (IP-I Licensee) duly licensed / authorised by the Department of Telecom, Govt of India for this purpose. | a. Valid document(s) issued by competent authority to substantiate that bidder is a Telecom Service Provider or a Registered Telecom Infrastructure Provider (IP-1 Licensee). b. Registration certification of the firm / Partnership deed / Certificate of incorporation etc. |
| ii. | Bidder should neither be a black listed firm nor should its contracts been terminated / foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2016 and during current financial year till date of bid submission, due to non-fulfilment of Contractual obligations. | A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm in the Bid profile (Annexure-III). |
| iii. | The bidder should have experience of carrying out work of similar nature of installation and operation of at least 25 Roof Top Towers (RTTs) within Rajasthan. Out of these 25 sites, atleast 10 Roof Top Towers (RTTs) should be | Self attested list of similar installations with sharing operator / technology details in Rajasthan and Jaipur along with contact details of respective O&M executives of concerned sharing / user operators. |

| S. No. | Eligibility Criteria | Documents required to substantiate the same |
|--------|--|---|
| | within Jaipur. Out of these 10 RTTs in Jaipur, at least 5 numbers of RTTs in Jaipur, should have been shared by two Mobile Operators or two wireless technologies. | |
| iv. | Bidder should possess the following documents at the time of bid submission. | a. Income Tax Registration (PAN) b. TIN No., if applicable c. Service Tax Registration number |

You are requested to submit your Proposal as per the terms and conditions set forth in this RFP document.

Executive Director (Corporate Affairs)

2. DEFINITIONS

In this RFP, the following expressions shall have the meaning stated herein unless repugnant to the context or meaning thereof:

- **“Agreement”** means The Contract / Lease Agreement to be executed between JMRC and Selected Bidder, subsequent to the Letter of Acceptance as per the format at Annexure- V;
- **“Addendum / Amendment”** means any written amendment / addendum / corrigendum to this RFP, from time to time issued by JMRC to the Interested Parties;
- **“Authority”** means Jaipur Metro Rail Corporation;
- **“Bidder(s)”** means interested Bidder(s) submitting a Proposal pursuant to this RFP;
- **“Corporation”** means Jaipur Metro Rail Corporation;
- **“GBT”** means Ground Base Tower;
- **“Jaipur Metro”** means Jaipur Metro Rail Corporation;
- **“JMRC”** means Jaipur Metro Rail Corporation;
- **“Letter of Acceptance”** means the written notice issued by JMRC to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of Lease;
- **“Lessee”** shall mean the successful bidder(s) with which JMRC signs lease agreement(s) for operating Telecom towers in furtherance of this bidding process;
- **“NTP”** means notice to proceed i.e., letter to be given to successful Bidder(s) for installation / operation of Telecom Tower(s) subsequent to signing of agreement pursuant to this RFP;
- **“RFP”** means this Request For Proposal for leasing out space for installation of Telecom tower(s) at non-commercial spaces at 8 metro stations;
- **“RTT”** means Roof top tower.
- **“RTT Space”** means designated space at the roof top of each entry / exit structure of the Jaipur Metro Station for leasing out to Telecom operators(s) / Infrastructure provider(s) for installation and operation of Telecom Tower(s);
- **“SACFA”** means Standing advisory committee for frequency allocation.
- **“Sharing Operator(s)”** means the Telecom operator(s) who are using the tower installed by lessee for operation of Telecom services;
- **“Sub Lessee”** means the end user Telecom operators who are using the infrastructure and space arranged by lessee for operation of Telecom services.
- **“WPC”** Wireless planning and coordination wing of DOT.

3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS

- i. The RFP (Request For Proposal) Document and any addenda thereto, together with any further communications are issued for the purpose of inviting bids only. The Bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this bid invitation to any third party except for the purpose of preparing his Bid. The Bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the JMRC may reject the Bid.
- ii. The Bidders are advised to explicitly read this RFP document, addendum /corrigendum /clarification issued, if any, as available on state e-procurement website <https://eproc.rajasthan.gov.in>, Corporation's website <https://www.jaipurmetrorail.in> & state procurement portal www.sppp.rajasthan.gov.in and General Condition of Contract (GCC) & SHE Manual as available on Corporation's website <https://www.jaipurmetrorail.in> before submitting the Bid. By submitting the Proposal, the Bidder agrees to all the points explicitly included in the scope of lease & all other terms & conditions mentioned in the RFP, GCC & SHE Manual.
- iii. Each Bidder will be deemed to have inspected the sites, the surroundings and inspected all necessary documentation and made all inquiries, prior to participating in the bid process. The space is being offered on "as is where is basis". The Bidder would have satisfied himself \ herself \ themselves that the space is suitable for setting up of Telecom tower to be used by operator(s).
- iv. If any change / addition / deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the Contract / execution of lease agreement, full Earnest Money Deposit / Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the Bidder / Lessee.
- v. Alterations or overwriting, if any, should be avoided. However, if there are any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- vi. Bids received after the last time and date for depositing Bid shall not be considered. Bids sent by FAX, post or e-mail will not be considered.
- vii. If some of the document / annexure(s) is / are missing, the Corporation has the right to reject the Bid as invalid Bid.
- viii. The proposal shall not contain any conditional offer or discount etc. Bids containing such offers will be summarily rejected.
- ix. Bids complete in all respects must be received not later than the time and date indicated therein. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document and in that case all rights and obligations of JMRC and the Bidders previously subject to the original deadline shall thereafter be subject to the

deadline as extended.

- x. The Bidder will be bound by the details furnished by it to JMRC while submitting the Bid or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of Lease.
- xi. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has :–
 - a. Submitted the Bid after the prescribed date and time of submission of bids.
 - b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - c. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - d. Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) is non-responsive.
 - e. Failed to provide clarifications related thereto, when sought.
 - f. Submitted more than one bid.
- xii. JMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a. suspend and /or cancel the bidding Process and / or amend and / or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and / or evidence submitted to the JMRC by, on behalf of, and / or in relation to any Bidder; and / or
 - d. Independently verify, disqualify, reject and / or accept any and all submission or other information and / or evidence submitted by or on behalf of any Bidder.
- xiii. It shall be deemed that by submitting the bid, the bidder agrees and release the JMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.
- xiv. No further discussion / interface will be held with the bidders whose bids have been Rejected / Disqualified / Technically Disqualified.
- xv. Any Bid not accompanied by valid Earnest Money Deposit, e-tender processing fee and the cost towards Bid document, in acceptable form will be liable to be treated as being non-responsive.

- xvi. At any time prior to the deadline for submission of Bid, JMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document by the issuance of addenda / corrigenda.
- xvii. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- xviii. The JMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.

3.2 DUE DILIGENCE BY BIDDER

- i. The Bidders are required to examine carefully all the contents of the RFP Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) of RFP Document will be at the Bidder's own risk & responsibility.
- ii. The Bidders must familiarize themselves with the RTT spaces of Jaipur Metro, visit the Metro Stations and take note of the extra precautions to be taken in installation of RTT & associated equipments due to security & safety aspect of Jaipur Metro and consider for the same into account while preparing and submitting their bid. They are required to verify the information given in respect of area etc. and seek clarifications, if any from JMRC before Tendering.

3.3 SITE VISIT AND PRE-BID CONFERENCE

- i. For the purpose of affording bidders an opportunity to obtain clarifications and /or give suggestions with regard to this RFP and bid process, a pre-bid conference has been arranged as per the schedule indicated in the Clause "Notice Inviting Bids" (Clause 1.2).
- ii. Bidders are advised to visit the sites to get specific idea about respective RTT Space(s). For site visit, bidders (with authorisation / ID proof from a Telecom operator / Infrastructure provider) may proceed directly to the Metro Stations during working hours before attending the pre-bid conference.
- iii. For post conference queries regarding this RFP, the following officer of JMRC may be contacted:

*JGM (Revenue), JMRC,
2nd Floor, RSIC Wing, Udyog Bhawan,
Tilak Marg, C-Scheme, Jaipur-302005.
Tel. No.0141- 5192404, Email: jgmrev@jaipurmetrorail.in*

- iv. Queries / request for clarification should be submitted through e-mail or in writing by the date & time prescribed in Notice Inviting Proposal and the same received after the date & time prescribed may not be taken into consideration.

3.4 CLARIFICATION / AMENDMENT / ADDENDUM TO RFP

- i. At any time prior to the deadline for submission of Bid, JMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document by the issuance of addenda /corrigenda.
- ii. Any addendum /corrigendum or responses to the queries, thus issued will be sent in writing through the official website of JMRC <https://www.jaipurmetrorail.in>, State Public Procurement Portal www.sppp.rajasthan.gov.in and state e-procurement portal <https://eproc.rajasthan.gov.in>. Prospective bidders are advised to keep visiting these websites for updates.
- iii. In order to afford the Bidders reasonable time for taking an addendum /corrigendum into account, or for any other reason, JMRC may, in its sole discretion, extend the Last time and date of Bid submission.
- iv. JMRC may or may not reply to queries at its discretion.
- v. JMRC may issue clarification / amendments on its own or in response to queries. All clarifications and interpretations issued by the JMRC shall be deemed to be part of the Bid Document. Verbal clarifications and information given by JMRC or its employees or representatives shall not in any way or manner be binding on the JMRC.
- vi. Requests for clarifications shall be furnished in the following format:

| S. No. | RFP Clause Reference | RFP Annexure Reference | Query / Clarification sought |
|--------|----------------------|------------------------|------------------------------|
| | | | |
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3.5 DETAILS OF RTT SPACE(S), ESTIMATED MONTHLY LEASE RENT AND EMD (BID SECURITY) CALCULATION

RTT Space(s) at the roof top of the entry / exit structure of Metro Stations, to be leased out are as given in the Table below:

| S. No. | Name of the Station | Entry / Exit Side | RTT Space Code | Approximate height of RTT spaces from ground floor (In Meters) | Estimated Monthly Lease Rent (Rs.) | Total Estimated Rent for 10 Years (with 6% increase per year) (Rs.) | EMD payable (Rs.) |
|--------|---------------------------------|-------------------|----------------|--|------------------------------------|---|-------------------|
| [A] | [B] | [C] | [D] | [E] | [F] | [G] | [H] = 2% of [G] |
| 1. | Mansarovar Station | North | RTTMS-01 | 12 | 29250 | 4626459 | 92529 |
| 2. | New Aatish Market Station | South | RTTAM-02 | 12 | 32400 | 5124693 | 102494 |
| 3. | Vivek Vihar Station | South | RTTVV-02 | 12 | 29250 | 4626459 | 92529 |
| 4. | Shyam Nagar Station | North | RTTNS-01 | 12 | 36000 | 5694103 | 113882 |
| 5. | Ram Nagar Station | South | RTTRN-02 | 20 | 39600 | 6263514 | 125270 |
| 6. | Civil Lines Station | North | RTTCL-01 | 24 | 35200 | 5567568 | 111351 |
| 7. | Railway Station (Metro Station) | North | RTTRS-01 | 12 | 39600 | 6263514 | 125270 |
| 8. | Sindhi Camp Station | South | RTTSC-02 | 12 | 33100 | 5235412 | 104708 |

Note:

1. A Bidder can bid for the RTT space at any one or more stations as listed above as per its requirement.
2. All of these RTT spaces are located on the non-commercial area at the roof top of each entry / exit structure of Jaipur Metro Stations and shall be used for installation of Telecom Towers and associated equipments.
3. The carpet area upto 500 square feet shall be leased out to the successful bidder(s) on roof top of respective entry / exit of the station. In case the area required is more than 500 square feet, proportionate rent shall be charged extra for the additional space. The calculation of area shall be on rectangular basis.
4. The EMD (Bid Security) for the respective RTT spaces shall be as tabulated above. The bidder shall furnish details of EMD (Bid Security) submitted in Annexure-IV.
5. JMRC has already leased out space for RTT on the other side entry / exit of these stations and it further reserves the right to have GBTs on either side of the station at any point, in future.

3.6 COST OF BID DOCUMENT (TENDER FEE)

- i. The complete bid document can be downloaded for online submission from the website <https://eproc.rajasthan.gov.in>. Cost of Tender Document (Tender fee) shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Tender fee is non-refundable.
- ii. In addition, E-tender processing fee shall be paid in the form of banker's cheque / DD of Scheduled Bank drawn in favour of 'Managing Director, RISL', payable at Jaipur.
- iii. Any Bid not accompanied by proof of payment of cost of bid document (Tender fee) / e-tender processing fees in acceptable form will liable to be treated as being non-responsive and shall be rejected.

3.7 BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- i. EMD (Bid Security) as per Clause 3.5 and as calculated in Annexure-IV of the RFP, in the form of Demand Draft / Bankers Cheque drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (**valid up to 120 days from the Last date of Bid submission**) in the format enclosed at Annexure-VIII drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur. EMD shall be deposited only for the site quoted.
- ii. Any Bid not accompanied by valid Bid Security / Earnest Money in acceptable form will be liable to be treated as being non-responsive & shall be rejected.
- iii. The Bid Security /Earnest Money Deposit shall be forfeited in the following cases, namely:
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.

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

- iv. The Bid Security / Earnest Money of successful Bidder shall be adjusted against Performance Security Deposit or refunded after deposition of the full Performance Security Deposit, as the case may be.
- v. The Bid Security / Earnest Money shall be returned promptly after the earliest of the following events, namely:
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- vi. If the successful Bidder fails to deposit the required security deposit(s) or to execute the agreement within the specified period without any valid reasons, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money, in part or in full, at the discretion of Jaipur Metro Rail Corporation Limited (JMRC).
- vii. The EMD of unsuccessful Bidders will be refunded / returned within 30 days after signing of the Lease Agreement with the respective successful Bidder(s) with regard to the each RTT space(s) bid for or after the expiry of the validity of the offer (unless extended), whichever is earlier. No interest shall be paid on the EMD.

3.8 SUBMISSION OF PROPOSAL

- i. Submission of bids through online process is mandatory for this Tender. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- ii. The Bidder should get itself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site. The complete bid document can also be seen on Corporation's website <https://www.jaipurmetrorail.in> and state procurement portal www.sppp.rajasthan.gov.in.
- iii. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (class 2 / class 3 category) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. This DSC will be used to sign the bids submitted online by the bidder. Unsigned tenders will not be entertained and will be rejected outright

- iv. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD / Bankers Cheque for Tender Fee & e-tender Processing Fee and scanned copy of DD / Bankers Cheque / Bank Guarantee for EMD. However, DD / Bankers Cheque / BG for Tender Fee, e-tender Processing Fee & EMD should be submitted physically at the following address of JMRC **with a covering letter mentioning therein the details & name of RFP**, by the scheduled date and time as per NIB.

*Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation Limited,
2nd Floor, RSIC Wing, Udyog Bhawan ,
Tilak Marg, C-Scheme, Jaipur-302005.*

- v. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- vi. Utmost care be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- vii. A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

This Part should contain the Technical Bid consisting of a pdf copy of this 'Request for Proposal' with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, DD/BC/BG with annexures of RFP duly filled in support of eligibility, EMD, tender fee and e-tender processing fee. **Apart from being digitally signed, all the documents should be physically signed and stamped on each page by the authorised representative of the bidder.**

All the applicable Annexures shall be duly filled, physically signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.

Financial proposal should not be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.

b) Part-B: Financial Bid (BOQ)

This Part should contain the Financial Bid in the prescribed Format as per Annexure-VII.

Utmost care should be taken to upload the Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:

- i. Download format of Financial Bid in XLS/ XLSX format (Password protected file).
- ii. This XLS/ XLSX file is password protected file. Don't unprotect the file. Price has to be filled in this file.
- iii. Fill Bidder's Name & Monthly Lease Rent per RTT Space in down loaded Financial Bid format as specified (in XLS/ XLSX format only) in green background cells. Don't fill in other colour cells.
- iv. Validate the sheet and Save filled copy of downloaded financial bid file in your computer and remember its name & location and upload correct file (duly filled in).

Note: Rate quoted should be all inclusive for carrying out activities as detailed in the scope of work. It is to be noted that Service Tax and any other taxes chargeable extra as per the prevailing rate and rules will be paid by the bidder(s) separately.

3.9 EVALUATION OF BIDS

- i. The bids will be opened online on website at the time, date and place as specified in the Clause 1.2 (Notice Inviting Bids) of this RFP in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign a attendance sheet / register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- iii. Financial Bids will remain unopened until the time of opening of the Financial Bids.
- iv. The Financial Bids of only those Bidders who clear Technical evaluation stage will be opened & evaluated. The time and date of opening of Financial Bid shall be communicated to technically qualified bidders through state e-procurement website. The technically qualified bidders may attend the opening of the Financial Bid, if they so desire.
- v. The bidders or their authorized representatives who wants to present to witness the Financial Bid opening shall sign on attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will

be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.

- vi. The Financial Bid shall be evaluated individually for each RTT space. The evaluation shall be done as per rates quoted by bidder in Column No. 13 of Financial Bid / BOQ. The Bidders whose Bids are responsive, complete and in accordance with the RFP Document shall be evaluated, with reference to each RTT space. Out of these, the bidder whose bid is the highest will be finally selected and adjudged as the successful Bidder for the respective RRT space.
- vii. In case two or more responsive Bidders have quoted the same lease rent for a particular RTT space, which is also the highest lease rent offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid(s), which shall necessarily be higher than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned Bidders.
- viii. In case two or more responsive bidders again quote the same Lease Rent(s) in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e., who have quoted the same Lease Rent) and the bidders for respective bid(s) whose offers are highest, shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.
- ix. For the proper evaluation of the proposal, if clarifications are found to be necessary JMRC may at its discretion, ask for such clarification and bidder shall be obliged to provide such clarifications within the time specified by JMRC.
- x. Notwithstanding anything contained in the RFP Document, the Authority reserves the right to:
 - accept any Bid not necessarily highest
 - reject any Bid
 - reject all Bids and annul the bidding processwithout assigning any reason at any point of time before issuance of a Letter of Acceptance, without incurring any liability.
- xi. All decisions whether a bid is non- responsive, unacceptable or whether a Bid Security is fraudulent or unacceptable or non- compliant, will be that of JMRC.
- xii. No further discussion/ interface will be held with the bidders whose bids are Rejected/ Disqualified / Technically Disqualified.

3.10 AWARD OF CONTRACT, SIGNING OF LEASE AGREEMENT / EXTENDED LEASE AGREEMENT & SECURITY DEPOSIT

- i. Prior to the expiry of the period of validity of the Bid, the Successful Bidder(s) shall be notified through a Letter of Acceptance (LOA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.

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- ii. Upon receipt of the 'LOA', the Successful Bidder(s) shall return one copy of the LOA duly signed and unequivocally accepted and stamped by its authorized signatory within 10 days from the date of issue of 'LOA' along with Security Deposits as below:
- a. **Performance Security Deposit** equal to 06 months of the accepted Lease Rent amount applicable in the 1st year of Lease for respective RTT Space, in the form of Bank Guarantee (Annexure-IX) from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd. The Performance Bank Guarantee should remain valid for a period of 6 months (six months) beyond the expiry of the 'Lease Agreement'. The Performance guarantee is to ensure due performance of all obligations of the Agency under the Contract against an event of default by the Agency and/or any Material Breach of its obligations there under. The Performance Security Deposit shall be refunded after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after the RTT site is handed over to JMRC at the end of full term of Lease period.
 - b. **Installation Security** of Rs 2,00,000 per RTT space in the form of Bank Guarantee (Annexure-X) from any scheduled bank, which shall be refunded without any interest, within a week of commencement of mobile services of at-least one operator as per terms and conditions, after receipt of certificate of commencement from the Agency. The Installation Security is to ensure that there is no damage to the JMRC assets during installations by the Agency. The Installation Security Deposit shall be kept valid for a period of 6 months (six months) from the date of Issue of Letter of Acceptance. In case of delay in installation, JMRC may request to the agency for extension of period of validity of Installation Security.
- iii. The Performance Security Deposit and Installation Security Deposit can also be deposited in the form of DD / Bankers Cheque of scheduled bank drawn in the favour of Jaipur Metro Rail Corporation, payable at Jaipur.
- iv. The Successful Bidder(s) shall furnish individual Security Deposits for each Lease Agreement, in the form of Bank Guarantee or Demand Draft / Banker's Cheque. The Security Deposits shall not carry any interest during the tenure of the Lease.
- v. Subsequent to acknowledgement of 'LOA' by the Successful bidder as above, and deposition of Performance Security Deposit & Installation Security Deposit, a Lease Agreement on a non-judicial stamp paper of appropriate value as per Stamp Act, as per format at Annexure -V shall be executed between the Successful Bidder and JMRC within 20 days of issue of LOA. The lessee (s) should get the Lease Agreement(s) registered with the Stamp and Registration Department. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency.
- vi. Till the signing of the Lease Agreement(s), the LOA shall form a binding contractual agreement between JMRC and the Successful Bidder(s) as per terms of this RFP.

- vii. The cost of Stamp Duty for execution of Lease Agreement / extended Lease Agreement, Registration Charges and any other related Legal Documentation charges / incidental charges shall be borne by the successful Bidder.
- viii. JMRC shall retain the right to withdraw the LOA in the event of the successful Applicant's failure to accept the LOA within the limit specified in the above clause. In that event, JMRC shall forfeit the Bid Security of the successful Bidder.
- ix. If the Bidder fails to deposit the required Security Deposits or to execute the agreement within the specified period without any intimation to JMRC, such failure will be treated as a breach of the terms and conditions of the tender and may result in forfeiture of the Earnest Money Deposit (Bid Security) / Security Deposits, in part, or in full at the discretion of JMRC. This failure may also result in cancellation of tender. Any request for extension of time for deposition of security deposit shall be made in writing with due justification and it shall be at the discretion of JMRC to accept or reject such request.
- x. JMRC shall have the right to invoke and appropriate the proceeds of the Security Deposits in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages or penalties.
- xi. Lease Agreement for the extended period, if any, will have to be signed by the Agency within one month from the date receipt of the 'Letter of Extension'.
- xii. In case of extension of Lease period beyond initial period of Ten years and in case;
 - a. Performance Security is deposited in the form of Bank Guarantee, a new Bank Guarantee with validity of six months beyond the extended period of an amount equal to 06 months of the Lease Rent amount applicable in the 1st year of extended Lease period for each RTT Space shall be deposited by the Lessee to JMRC prior to signing of Lease Agreement for the extended period.
 - b. Performance Security is deposited in the form of DD / Bankers Cheque, a Performance security of additional amount (First 6 months rent in extended lease period minus First 6 months rent in original lease period) for each RTT Space shall be deposited by the Lessee to JMRC prior to signing of Lease Agreement for the extended period.

4. SPECIAL CONDITIONS OF CONTRACT (SCC)

4.1 PRELIMINARY PLANNING & NOTICE TO PROCEED (NTP)

- i. The Agency shall submit Preliminary Plans, Specifications, design data and preliminary schedule as hereinafter defined, to JMRC for each of the RTT space for which it has been adjudged as successful bidder before initiating installation activities.
- ii. As used herein, Preliminary plans and specifications shall mean schematic development documents, as applicable and may consist of:
 - a) Drawing and technical specifications of the RTT
 - b) Structural drawing of proposed RTT foundation
 - c) RTT design approval document from SERC / TEC or any other appropriate agency
 - d) Structural safety certificate from qualified Structural Engineer
 - e) Location plans for electrical and telecommunication equipment
 - f) Electrical wiring plan and telecommunication and data wiring
 - g) Provisions and measures for fire safety and fire fighting
 - h) Connectivity plan (Microwave/OFC)
 - i) No. Of Antennas / Racks being installed in first instance
- iii. JMRC will have right to consult IIIrd party experts to get the spectrum and designs checked to ensure safety of installation.
- iv. JMRC will have the right to approve the Agency's preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by JMRC shall be mandatory. The Agency shall submit Final Plans, Specifications and schedule to JMRC within 10 days from JMRC's communication requiring modifications.
- v. JMRC shall communicate its approval by way of NTP (Notice To Proceed) authorising the agency to initiate the installation activity as per specifications / plans.
- vi. The preliminary plans can be submitted RTT space(s)-wise and accordingly NTP shall be issued for that RTT space(s) as per requirements.
- vii. Even after issue of NTP, the work at site can be started after clearance of all statutory obligations / requirements.

4.2 SCOPE OF LEASE & TECHNICAL REQUIREMENTS

- i. JMRC shall provide / permit following against this Contract:
 - a) Bare space upto 500 square feet on roof top of entry / exit structure of stations

- b) Permission to install Roof top tower upto 15 meter height, telecom equipment & infrastructure for provision of mobile services at roof top of the entry / exit structure of each of the eight metro stations as per this RFP.
 - c) Permission to lay Optical fibre / Copper cable for operator's connectivity upto the RTT space subject to technical feasibility.
 - d) Permission to share the RTT and space with Telecom Operators.
 - e) Provision of electricity on chargeable basis if technically feasible through Sub-metering arrangement or /else permission to get direct electricity connection from DISCOM (JVVNL).
 - f) Permission to install Telecom equipments of self or shared operators either in open or in prefabricated shelter.
- ii. The agency shall endeavour to have Tie-ups with maximum Telecom service providers of Rajasthan for sharing the towers within the limit of structural suitability, radiation emission norms and all other statutory obligations.
 - iii. The Agency shall nominate a Manager/ Supervisor whose scope of services shall be as follows:
 - Supervise the operations in the said premises / equipments.
 - Adhere to the quality standards as applicable to the said installations.
 - To be responsible for cleanliness and hygiene in the said Premises and to ensure at the services are conducted in clean, proper and efficient manner.
 - To ensure that fire detection and suppression measures where installed inside his premises and kept in good working condition.
 - iv. In metro operations, safety & security are to be given top priority. All installation activities are to be done with extra precautions and under the supervision of its responsible executive and advance intimation to JMRC's nodal officer for arranging permit to work (PTW).
 - v. In exceptional circumstances, JMRC reserves to itself the right to change the location allotted for installation of infrastructure for Telecom Towers at any time and may at its discretion call upon the Lessee to shift the installed infrastructure to an alternative space. In such a case, the Lessee shall be bound to shift the infrastructure immediately and accept the said alternate location identified in the premises. Reasonable recompense of the cost of such shifting shall be reimbursed by JMRC to the Lessee by adjustment against payment due to JMRC against Lease Rent. An assessment of such reasonable cost of shifting would have to be submitted by the Lessee to JMRC for approval within one week of the notice to shift. The decision of JMRC with regard to the amount of reimbursement shall be final.
 - vi. The RTT / equipments should be installed within the dimensions demarcated by JMRC at site, for the purpose. The installation activities and material shifting on roof top is to be arranged by the successful bidder from outside the metro station through temporary

arrangement of crane / ladder etc. However, for regular maintenance through metro stations, portable ladder will be arranged by JMRC in due course at concourse level of Metro Station.

- vii. Only Lessee paying the accepted Lease Rent and electricity bill regularly and adhering to its obligations under the terms and conditions of this RFP and the consequential Lease Agreement(s) shall utilise the scheduled space during the Lease period.
- viii. If the Lessee does not install the telecom towers / equipments / Infra or wishes to close down the service during the Lease period, it can do so by giving **4 months** notice to JMRC after an initial lock in period of 3 years. In case, agency wants to vacate before that, its security deposit and advance rent pending with JMRC, if any, shall be forfeited. The RTT space of such towers / telecom infrastructure etc. should be cleared and restored to the original condition to the satisfaction of the Lessor, who shall be free to utilise / lease out the released space for any purpose, including the Telecom tower of another operator / Infrastructure provider, at its sole discretion.
- ix. JMRC shall not be responsible in any way for loss or damage by any means caused to the Lessee's infrastructure equipments.
- x. On expiry of the Lease period or on termination of the Lease by JMRC on account of any breach on the part of the Lessee for any other reason, the Lessee shall deliver the possession of the allotted Space in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by JMRC. Further, Lessee shall remove his/their goods and other materials from the allotted Space immediately, failing which JMRC reserves its right to remove such goods/ materials at the cost and risk of the Lessee and demand payment for such removal. If such payment is not made within 10 days, JMRC shall be at liberty to dispose of the goods/ materials of the Lessee by public auction to recover the cost. The Lessee shall not be entitled to raise any objection in such an eventuality.
- xi. The Lease herewith granted shall not be construed in any way as giving or creating any other right or interest in the said RTT Space to or in favour of the Lessee but shall be construed to be only as a lease in terms & conditions herein contained.
- xii. The Lessee shall keep in mind applicable rules and regulations and instructions issued from time to time while occupying the allotted Space. JMRC will be free to take action against the Lessee for violating the same.
- xiii. The Lessee shall ensure that proper care is taken under skilled supervision during installation / maintenance of main infrastructure and associated equipments so that no damage is caused to JMRC assets or premises.
- xiv. The Lessee shall ensure that personnel (including outsourced agency staff, if any) deployed in connection with installation, operation and maintenance of infrastructure equipments for mobile coverage behave decently and courteously on JMRC premises and indulge in no act that may adversely affect the reputation of the Corporation.

- xv. The RTT space will be handed over by JMRC on “as is where is” basis. That the Agency will make foundation, plinth, prefabricated equipment room etc. as per requirements. The Agency shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from JMRC, permissions and licenses from Statutory/ Authorities of its own cost and expense.
- xvi. That the Agency permitted to use the said premises, equipment, installations, fittings and fixtures on ‘as is where is’ basis and the Agency shall not make any additions or alterations in the Leased space (except partitions false ceilings etc.) As per its requirement, installation including electric installations and wiring without the prior permission of JMRC in writing and when permitted by JMRC the said additions and alterations shall be carried out by the Agency at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the Leased premises and the same shall vest in JMRC.
- xvii. Agency should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The lessee should also ensure that all notified statutory provisions and standards are observed in this regard.
- xviii. Agency should ensure that equipment installed do not interfere with the sensitive electronic equipment installed along with Jaipur Metro Corridor including TETRA based train radio network / system and the agency should submit a third party certificate to this effect within four (4) weeks after installation of its radiant equipments (operator wise). If any interference is noticed, than the agency will undertake all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of two working days, authorizes JMRC to take all necessary steps to prevent this interference including shutting down of concerned RTT equipment at the risk and cost of the Agency. In addition a penalty of Rs.10,000 (Rs. Ten Thousand Only) for each occasion of interference may be imposed by JMRC. Test reports and any other supportive documentation as may be required/requested by JMRC, will have to be supplied immediately. Third party certification from a reputed agency has to be provided by the agency, as and when required.
- xix. JMRC reserves the right of refusal for installation of the equipment if it is of the opinion that the Agency’s equipment will interfere with the station installations.
- xx. In case of any damage to JMRC property during installation, for actual costs whatsoever for restoration to its original position will be recovered from Installation Security deposit & Performance Security deposit of the Agency and same will not be challenged in whatever manner.
- xxi. Any damage to JMRC assets during erection and operation of towers shall be the responsibility of agency and shall be rectified by the agency at its own cost on top priority with intimation to Jaipur Metro. Failure to comply the same in reasonable time may attract penalty to agency @ 10 times of the maintenance cost or more as assessed by JMRC as per site condition.

- xxii. Activities by agency during erection and maintenance of towers may harm or cause accident to public and commuters of Jaipur Metro, it will be the sole liability of the agency. For the same agency is required to submit indemnity certificate to the JMRC before the start of the work in addition to Installation Security deposit.
- xxiii. The Agency shall use 'the premises only for the purpose for which it has been leased, namely "installation & operation of Telecom Towers & assisted equipments". The JMRC reserves the right to penalize the Lessee upto Rs.5000/- for every occasion, where there has been misuse of the premise or the use of telecommunication equipment diverted to other commercial purpose within the JMRC system.
- xxiv. The Agency shall be encouraged to lease the telecom infra to maximum number of mobile operators to improve coverage of most of mobile / Telecom operators.
- xxv. That the overall control and ownership of the premises shall remain vested with JMRC who will have the right to inspect the whole or part of the leased premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the Lease agreement. JMRC also reserves the right to enter the leased premises to repair and replace the fixtures, if any, provided by JMRC. If any fixture or utility relating to operation of metro rail is running through the area Leased, proper precautions as advised by JMRC will be taken by lessee. The loss due to obstruction so caused on the business of the lessee will not be borne by JMRC.
- xxvi. JMRC Employees and/or personnel authorised by it / Fire Officer / authorized personnel will have unfettered access to the premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the JMRC's fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the authorised personnel of JMRC will be borne solely by the lessee.
- xxvii. Periodical monitoring on regular basis is to be done for the safety and technical evaluations for the stability of tower structures by agency. Agency should submit the methodology of inspection and maintenance.
- xxviii. A joint inspection of JMRC maintenance staff (not below the rank of manager) with tower maintenance in-charge shall be conducted once in a year to ensure safety of tower structures.
- xxix. The Agency will strictly not encroach upon common areas / circulating areas or any other space, and restrict his operation to within the area Leased, in case, the Agency encroaches upon the common area, circulating area or any other space then a line/ compensation @ Rs.500/- on the first occasion, Rs. 2000/- on the second occasion and Rs. 3000/- on the third occasion will be imposed by JMRC. Thereafter JMRC reserves the right to revoke the Lease and forfeit the interest free security deposit.
- xxx. The Agency is not allowed to use the site for sale of products or services. The leased space can also not be used for advertisement or branding by the lessee. The lessee shall be allowed to place only the signages as required to meet statutory obligations.

- xxxvi. Agency shall ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment to attract commuters and enhance JMRC's image. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the Agency will be the sole responsibility of the Agency only and JMRC will have no legal obligations or liability towards the injured.
- xxxvii. Agency shall ensure that fire detection and suppression measures if installed by it inside Equipment Room premises (if fabricated) or outside are kept in good working condition.
- xxxviii. That the AGENCY shall bear the cost of minor day-to-day repairs and maintenance at the RTT space. All major repairs due to constructional defects, if any, shall be the responsibility of JMRC.
- xxxix. That the Agency shall be at liberty, without any such consent as aforesaid, to have normal fixtures or linings and electric appliances, installed in the Leased Premises. The AGENCY on the Termination of this Lease shall remove or take away such fixtures, fittings and electric appliances installed by it leaving the Leased Premises as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- xl. The-said premises, which have been handed over to the Agency under this agreement shall be kept in good condition and maintained properly by the Agency at their own cost. If the property is not handed over in good condition as required under this agreement, JMRC reserves the right to seek exemplary damages and indemnification.
- xli. The AGENCY will be allowed to carry out any alterations or renovations within the the RTT space but without in any way altering or damaging the main/shell structure of the said premises. The AGENCY to take prior written approval from JMRC through a written notice prior to commencement of any alteration works and if necessary JMRC reserves the right to ask for and review the renovation plan/drawings before providing consent.
- xlii. The AGENCY will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas of the complex like flooring, during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by JMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the AGENCY s account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by JMRC.
- xliiii. The HDPE pipe & cables (OF Cables, LCX Cables, RF Cables and electrical cables etc.) to be used in provisioning space (including the equipment room) shall be manufactured from fire retardant, low smoke, zero Halogen material and shall meet all the requirements specified by relevant international standards and confirming to infrastructure / installation practices as required in Metro rail network. The Agency

shall submit to the JMRC, factory, acceptance Tests report or type test reports along with certificate from The manufacture duly endorsed by Agency before start of installation activities of HDPE Pipe and Cables (OF Cables, LCX Cables and RF Cables etc.). The Agency shall fully responsible for any deficiency noticed and will take necessary steps at his own risk and cost to replace such HDPE pipe & Cable (OF Cables, LCX Cables and RF Cables etc.)

- xxxix. The Roof Top Towers structure should be designed to cater to a wind pressure of 180 KMs /per hour and such design should have approval of Telecom Engineering Centre (TEC) of DOT, Govt of India (GoI)/ Structural Engineering Research Centre, Chennai (SERC) or any other authorised / competent agency.
- xl. The foundation of RTT at Roof Top shall be designed making use of extension of RCC columns coming from the ground level and the design of this foundation shall be approved by a qualified structure engineer certifying the same to cater to the wind pressure of at least 180 KMs/per hour.
- xli. Towers are to be fastened on the extended columns or on the beams connecting columns. Where the columns are not extended the reinforcement of beam is to be fastened with the column structure through Chemical Reinforcement.
- xl.ii. RTT is to be installed using the existing columns only.
- xl.iii. The arrangement to extend reinforcement of existing columns shall be done by Hilti without disturbing existing beam columns arrangement.
- xl.ii. Fixing of MS plate or beam reinforcement to make telecom tower foundation arrangement shall be done without disturbing the structural stability of existing structure components.
- xl.iii. Before issue of Notice to Proceed (NTP), lay out plan of RTT foundation and the documentation as above, will be submitted by the successful bidder to JMRC for technical approval.
- xl.iiii. Applications for SACFA/ WPC clearance for each of the RTT space shall be filed by successful bidder in due format to the concerned wing of Department of Telecommunication, GoI.
- xl.ii. Application for Municipal clearance or local body clearance for each of the RTT space with all requisite documents shall be filed by successful bidder to the concerned local body i.e., Jaipur Nagar Nigam, JDA and construction of RTT is to be started only after obtaining necessary clearance from concern concerned local body and SACFA application ID. JMRC will provide documentation support and extend its help wherever possible relating to JMRC sites for getting local bodies / statutory clearance. However, it will be the sole responsibility of the agency to arrange clearance from local bodies / statutory bodies.

4.3 ELECTRICITY PROVISIONING

- i. JMRC can also provide light and power connection with sub-metering arrangements if technically feasible. In such case, electrical cable up to the site shall be laid by the JMRC and installation charge for release of permanent electrical connection shall be as per Annexure XI. All the charges for electrical installation and tariff shall be as per Annexure XI. Lessee shall be allowed to install a UPS/power plant within the demarcated space at its own cost, if it so desires.
- ii. Alternatively, lessee shall be allowed to take power connection from Discom / JVVNL directly.
- iii. In both the situation as per sub clause (i) & (ii) above, considering the stipulated provisions on electric safety at Metro premises, the Lessee shall adhere to Rules and Guidelines for release, upkeep and maintenance of electric power as per Annexure-XI, even if the electricity connection is taken directly from the Discom / JVVNL.
- iv. Air-conditioning within the said premises i.e. in prefabricated shelter, if required shall be arranged as required by the lessee.
- v. The Agency voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and costs associated in provision of electricity.
- vi. Lessee will not be allowed to keep / install Diesel Generator sets at RTT space. Lessee will have to ensure sufficient battery backup accordingly.
- vii. Agency will arrange separate earthing and JMRC shall facilitate by arranging space at ground level for earthing.

4.4 HANDING OVER POSSESSION TO JMRC

- i. That the said premise which has been handed over to the Lessee under this agreement will be kept in good Condition and maintained properly by the Lessee at their own cost. If the property is not handed over in good condition as required under this agreement JMRC reserves the right to seek exemplary damages and identification.
- ii. No Tenancy/sub-Tenancy is being created by JMRC in favor of Agency under or in pursuance of the Lease Agreement as a result of this RFP and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:
 - a. That the Agency shall not have or claim any interest in the said premises as a tenant / sub-tenant or otherwise:
 - b. That no right as a tenant/ Sub-Tenant or otherwise is purported is intended to be created or transferred by JMRC in favor of Agency in or in respect of the said premises, except to carry out their activities over the granted space under this Lease Agreement and

- c. That the rights, which Agency shall have in relation to the said premises, are only those set out in this agreement.
- iii. Agency shall deliver to JMRC peaceful vacant physical possession of the Leased premises at the end of the term of the Agreement, in the good condition except for reasonable wear and tear and acts of God and nature.
- iv. That if the Agency fails to vacate the property within a grace period of 30 days of termination of the agreement, The Agency shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay a fee @ Rs.100 per Sq.ft. per day for any period of occupation beyond that date along, which will be charged over and above the Lease Rent due.
- v. In case of Termination of Contract as per the terms of this RFP, the Agency shall hand over to JMRC or its authorised agent vacant possession of the said Leased Premises. The vacant possession will be handed over to the station manager / authorised personnel of the JMRC.
- vi. Agency will forthwith vacate the said premises and remove its furniture, fixtures, equipment as well as its personnel from the said premises without causing any damage to the property of JMRC.
- vii. The working site is required to be cleared off all the construction material and debris before leaving the site. Repair to damages like concreting, plaster and paint work to JMRC assets shall be done by the agency after completion of work.
- viii. JMRC shall repay amounts owing to the Agency if any, after deducting all dues including usage charges such electricity charges etc. except the advance Lease Rent paid and refundable interest fee security deposit which would stand fortified in favour of the JMRC.
- ix. Consequent to issue of Termination letter, after approval of competent authority, the said premises will becomes free of all encumbrances.

4.5 OTHER TERMS & CONDITIONS

- i. The GCC (General Conditions of Contract) / SHE Manual (Safety, Health & Environment manual) of JMRC as available on JMRC website www.jaipurmetrorail.in, are part to this RFP Process and are applicable as a whole on this RFP process & the pursuant contract agreement. However, wherever the provisions contained in this RFP document are in conflict with the GCC / SHE Manual, the provisions contained in the RFP document shall prevail. Bidders are advised to carefully read the GCC / SHE Manual uploaded on the Corporation website.
- ii. The lessee will ensure safety and security of the mobile towers / fixtures and other related equipments installed in the allotted area. JMRC in any case will not take any

responsibility. However, in the event of any theft/loss of any nature, the lessee will indemnify and keep indemnified JMRC for any losses on this account.

- iii. Reasonable security services for the station building, Cleaning, trash removal and washing of the station building premises, Adequate Lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for by JMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, JMRC shall not be liable to the Lessee therefore provided however that JMRC shall use its best efforts to restore such services as soon as reasonably possible.
- iv. The Lessee shall use the RTT space allotted only for the purpose indicated in this Agreement and for no other purpose whatsoever. Any Change in usage may be permitted only on approval of the competent authority of the Lessor.
- v. The Lessee is not allowed to use the site for retail of products or services or for advertisement / marketing.
- vi. On expiry of the Lease period or on termination of the Lease by JMRC on account of any breach on the part of the Lessee or uninstal of Telecom tower(s) for any other reason, the Lessee shall deliver the possession of the RTT Space(s) in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by JMRC. Further, Lessee shall remove his/their goods and other materials from the RTT Space(s) immediately, failing which JMRC reserves its right to remove such goods/ materials at the cost and risk of the Lessee and demand payment for such removal. If such payment is not made within 10 days, JMRC shall be at liberty to dispose of the goods/ materials of the Lessee by public auction to recover the cost. The Lessee shall not be entitled to raise any objection in such an eventuality.
- vii. The lessee shall be responsible for security of its equipments & installations and JMRC shall not be responsible for any theft at site.
- viii. This lease contract does not entitle lessee or its representatives or sub lessee to have any free access to the paid / concourse / platform area or to the paid parking area.
- ix. The lessee can only share / sub lease the RTT and RTT space to end user Telecom operators / service providers and not to any other Infra providers.

4.6 DURATION OF CONTRACT / LEASE AGREEMENT

- i. The period of the lease agreement(s) as prescribed in this RFP will be initially for ten (10) years from the date of **46th day of issue of NTP** in respect of each RTT space. It can be extended further, on the behest of the agency(ies) upto five years period on same terms and conditions, in mutual agreement with JMRC.
- ii. Till the signing of the Lease Agreement, the LOA shall form a binding contractual agreement between JMRC and the Successful Bidder as per terms of this RFP.

- iii. A separate application for extension of lease period in respect of each RTT space would require to be submitted to JMRC by the Lessee (s) wishing for such extension, 4 months in advance of the expiry of the original lease period of 10 years. A 'Letter of Extension' shall be issued by JMRC to the Lessee (s) with regard to the particular RTT Space(s). The Lessee (s) shall have to submit the Security Deposit for the extended period as prescribed in Clause 3.9 of this RFP and execute a Lease Agreement for the extended period as prescribed in Clause 3.9 of this RFP.
- iv. That the Agreement provided herein shall terminate at the end of the period agreed to herein i.e., ten (10) / (15) years from the date of start of License Fee, except that the agreement may also be terminated earlier in accordance with the terms of this contract.

4.7 STATUTORY OBLIGATIONS

- i. The Lessee shall indemnify JMRC from/ against any claims made or damages suffered by JMRC by reason of any default on the part of the Lessee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
- ii. The Corporation will not be responsible for any accident involving any personnel of the Lessee / sub lessee operators while on work. The Lessee itself would be responsible for such accident and also for any kind of compensation to any worker/employee for such accident. The Lessee is advised to have its personnel insured under suitable Insurance Schemes at its own cost.
- iii. The Corporation will not be responsible for any accident /theft etc. involving any asset of the Lessee/ sub lessee operators. The Lessee(s) itself would be responsible for such incident. The Lessee(S) is advised to have its assets insured under suitable Insurance Schemes at its own cost.
- iv. The Lessee will bear the cost, throughout the term of the Lease, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said premises, including death or injury caused by the sole negligence of the Lessee / sub-lessee or the Lessee's failure to perform its obligations under the agreement.
- v. Upon JMRC's request, the lessee shall submit to JMRC, suitable evidence that the foregoing insurance policy or policies are in effect. In the event of the default, i.e., avoiding the insurance cover or otherwise, the Agency agrees and undertakes to indemnify and hold JMRC harmless against any and all liabilities. Losses, damages, claims, expenses suffered by JMRC as a result of such default by the Agency.
- vi. Obligation for adhering to statutory norms and regulations laid down by any Statutory Body of Central/State Government in connection with installation and operating infrastructure and Telecommunication equipment for mobile coverage shall be vested in the Lessee. The lessee shall be responsible for arranging all the signages at the RTT space as per direction of TERM cell of Department of Telecom.

- vii. The premises and the fixtures and the appurtenances thereto (except those installed by JMRC) shall conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Leased premises. The AGENCY at its sole risk and expense, shall at all times during the term thereof promptly comply with all such requirements. The AGENCY shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and all applicable rules and also regulations of the Rajasthan Fire department. The Agency shall also comply with all rules and regulations under the Metro Railways (Construction of Works) Act, 1978 and Metro Railways (Operation and Maintenance) Act, 2002 and also to instructions issued from time to time from the office of Director (Corporate Affairs) JMRC. Non-compliance with rules / regulations / notices and laws may be treated as breach of contract and may lead to cancellation of contract and forfeiture of interest free security deposit and other payments.
- viii. Any type of statutory taxes applicable on services under this tender process (either in force at present or may be applicable in future by a competent order/notification) will be borne by the selected bidder and the Corporation would not make any payment on this account. In case, the selected bidder fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the JMRC is put to any loss/obligation, monetary or otherwise, the JMRC will deduct the same from the Security Deposit of the selected bidder, to the extent of the loss or obligation in monetary terms.
- ix. Obligation for adhering to statutory norms and regulations laid down by any other Statutory Body of Central / State Government in connection with operating RTT shall be vested in the Lessee.
- x. Lessee shall ensure compliance of statutory norms of Department of Telecommunication (GOI) or any organisation of DOT by all the telecom operators with whom it is sharing infrastructure.
- xi. The successful Bidder will also be required to take, prior approval from all the relevant authorities, DOT, WPC, TRAI, TERM (legal / statutory) etc as per the applicable laws of the land for operation of business.

4.8 PAYMENT TERMS OF LEASE RENT & ELECTRICITY CONSUMPTION CHARGES

- i. The successful bidder shall be required to pay to JMRC Quarterly Lease rent at the rate quoted in the Bid and approved by JMRC which will be compounded by 6 % every year.
- ii. **Payment of Lease rent shall commence from the 46th day after the Notice to Proceed (NTP) is issued**, even if more time is required by the Lessee(s) to complete installation. However, if successful bidder wants to commission mobile service working

before expiry of 46th days, the Lessee may be permitted to do so subject to the payment of Lease Rent and other recurring charges becoming due from the day of commissioning.

- iii. The first advance quarterly Lease Rent including all other recurring charges shall be paid within 30 days of issue of Notice to Proceed (NTP) and if the initial rent date, i.e., 46th day of the NTP commences after the 1st of any month of first quarter, then the Lease rent for that first quarter (quarter according to financial year) shall be calculated on a pro-rata basis.

However, subsequently from next quarter, the payment of Lease rent including all other recurring charges for the full quarter shall be made latest by 15th of the first month of each quarter.

- iv. In case the Lease Agreement(s) is extended beyond the initial 10 years, it will be on same terms & conditions and the lease rent shall increase 6% over the amount payable in the previous year. Further, Lease Rent escalation for the extension period (if given) shall also be 6% over the Lease rent payable in the preceding year.
- v. In addition, if the Agency needs additional space for utilities and other equipment installations, and if JMRC is in a position to provide the same, the Agency shall pay to JMRC additional recurring charges for this additional space at pro-rata basis, to be calculated by JMRC.
- vi. At the time of applying of electrical connection (if being taken from JMRC), the Lessee shall also deposit towards Electric Bill Payment Security (in the form of DD/Banker's cheque), a sum as per Annexure-XI after receipt of the Notice to Proceed. This amount shall be refunded after adjusting any dues on account of electricity consumption upon expiry / termination of Lease Agreement. No interest shall be payable on Electric Bill Payment Security.
- vii. JMRC shall present the bill against electricity consumption on actual usage basis for each RTT Space, as per the applicable tariff & norms and as per Annexure- XI, to the Lessee. Electricity Consumption Charges shall be payable by the Lessee to JMRC within ten days of issue of bill by JMRC.
- viii. For each RTT space, in case of delay in payment of Lease Rent interest @ 2 percent per month will be calculated on the outstanding amount for delay less than one month and at 3% per month for more than one month.
- ix. Any delay in payment beyond one month shall be considered as a default and such third default may result in termination of this lease agreement at the discretion of the lessor.
- x. In addition to Lease Rent etc., Lessee is liable to pay necessary Service Tax and all other Central & State Government taxes as applicable from time to time.
- xi. In addition to above, lessee will pay additional charges per month for installation of additional operators equipments as per table given below.

| S. No. | Head of charges | Amount per month* |
|---------------|--|--------------------------|
| 1. | Per GSM / CDMA / 3G / 4G antenna physically installed on Roof top Tower beyond 3 antennas (GSM / CDMA / 3G / 4G) | Rs. 200 Per Antenna |
| 2. | Per M/W (dish or grid) antenna installed on RTT beyond 1 M/W antenna | Rs. 400 Per Antenna |
| 3. | Per equipment Cabinet / Pack / Box installed in leased premise beyond 2 numbers of Cabinet / Pack / Box | Rs. 800 Per Cabinet |
| 4. | Per OFC cable laid to the RTT space beyond 1 number | Rs. 300 Per cable link |

* Service tax shall be payable extra, as applicable.

* In case additional equipment as above is installed between the month, 50% charges shall be payable if duration is less than & equal to 15 days, else, full month charges are payable.

* Before commencement of each quarter, the lessee will give an undertaking / statement, signed by their authorised signatory, mentioning number of equipments working with date of commissioning as per table above.

- xii. The Lessee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the Lessor. The lessee(s) also voluntarily agrees to collect the invoices from the office of the Authorized representative of the lessor (JMRC), if required, before the due date. Non- receipt of invoice will not be consideration for delayed or non-payment of dues and may be treated as a breach of agreement.
- xiii. In case payment is not made by due date, a 7 days notice to remind to clear outstanding dues shall be issued with a caution notice that in the event of failure to clear all the dues a termination notice shall be served to the Lessee for payment of all dues within 30 days.
- xiv. Any representation or any request by the Lessee shall only be entertained if the lessee deposits 100% dues as per issue / demand within 15 days of issue of termination notice with applicable interest. No opportunity of any kind will be given in the matter after expiry of termination notice and the contract shall be liable to be terminated.
- xv. The lessee shall vacate the leased space by taking away all his articles and hand over the leased space to authorised officer of JMRC before last date of termination notice otherwise JMRC shall have the right to seize these material. Unauthorized occupancy charges will be levied after 15 days Grace Period from the date of termination order.
- xvi. A certificate from concerned Station Manager in proof of Lessee having vacated the site will be required to be submitted by the lessee. Any claim of vacation / non-vacation without the endorsement of authorised officer shall not be entertained.

- xvii. Electricity & other utilities will be disconnected on 16th days of issue of termination notice.
- xviii. A termination order shall be issued after expiry of termination notice along with a notice of 15 days to vacate the premises failing which all the material shall be seized by JMRC.
- xix. In no case payments shall be allowed to remain outstanding for a maximum period of three months. If any stage, the dues remain outstanding for the period of more than three months, the lease agreement shall be terminated.

4.9 BREACH OF CONTRACT / LEASE AGREEMENT

- i. The Lessee shall abide by the terms and conditions of this RFP and the consequent Lease Agreement. JMRC shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the Lessee, and may additionally impose justifiable penalty upon the Lessee, which shall not necessarily be limited to the amount of Security Deposit. JMRC shall also have the right to rescind or terminate the Contract / Lease Agreement (in full or part) in the event of such breach.
- ii. Any notice required to be served on the Lessee under this agreement shall be deemed to be served if delivered at the Lessee's address or sent by Registered post /speed post to the Lessee. Similarly, any notice to be given to JMRC under this agreement shall be deemed to have been served if at or sent by Registered post to JMRC. The period of notice given under this Agreement will count from the date of delivery at address (as per receipt of notice by either side) or from date of despatch in case of delivery by registered post, whichever is earlier.

4.10 TERMINATION OF CONTRACT AGREEMENT

- i. JMRC reserves the right to terminate the Agreement by giving 4 (four) months advance notice in writing to the Agency, without assigning any reason thereof. During the notice period Agency will continue to provide services to mobile operators so as to provide seamless transition to a new agency appointed for the purpose. On the termination of the contract, the Agency shall pay to the JMRC rent for the notice period. In this instance, the interest free security deposit and advance lease rent deposited with JMRC shall be refunded adjusting the dues, if any.
- ii. The Agency shall have the right to terminate the Agreement during the term by giving three 4 (four) months notice in writing of his/her/ their intentions after initial locking period of 3 years. In such cases, the advance security deposit shall be refunded after payment of the rent dues. In case, the lessee wants to terminate the lease before initial lock-in period of three years, the interest free security deposit and advance charges paid will stand forfeited in favour of JMRC. On expiry of the said period the agreement shall stand terminated.

Only on submission of the “no dues certificate” issued by the authorised representative of the JMRC, will any amounts due, if any, other than the interest free security deposit and advance quarterly Lease Rent, will be released to the Agency.

- iii. Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:
 - a. Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this Contract.
 - b. Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute.
 - c. Each party shall not use each other’s name, trademark, brand name, logo, etc. in any audio or visual form after termination of this Contract.
 - d. The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract.

4.11 PROHIBITED PRACTICES

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reserve the right not to award Contracts to such Bidder or to cancel the Contracts, if already awarded without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and the Security Deposit, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.
- ii. Without prejudice to the rights of the Authority under Clause 4.11 (i) hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Successful bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practice (as defined above) during the Selection Process, or after the issue of

the LOA or after the execution of the Contract Agreement, such Bidder or selected bidder shall not be eligible to participate in any tender or RFP issued by the Authority either indefinitely or for a specified period of time, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any such Prohibited Practice.

- iii. For the purposes of this Clause 4.11 the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process for this RFP;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process for this RFP ;
 - (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process for this RFP;
 - (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process for this RFP; or (ii) having a Conflict of Interest; and
 - (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process for this RFP.

4.12 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Agency out of or in relation to this “Lease Agreement” and so notified in writing by either Party to the other (the “Dispute”), the same shall be discussed in the first instance between the representatives of the Agency and Executive Director (Corporate Affairs) of JMRC.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.

- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.
- iv. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the JMRC and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

4.13 FORCE MAJEURE

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of this Bid and Lease Agreement(s) to be signed in pursuance of this Bid process, 'force majeure' shall mean any cause or event preventing performance of an obligation under this Bid or Lease Agreement(s) under this Bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. In the event of the Force-Majeure condition(s), either party shall have the option to cancel the contract for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, the Authority shall not be liable to pay to the Bidder, any compensation towards financial implications arising due to Force Majeure.
- iv. As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure Event.
- v. Upon the occurrence of any Force Majeure Event, the following shall apply:
 - a) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event.
 - b) The Agency will not be liable to pay the Default Charges for the period for which the Force Majeure events persist.
- vi. Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations.
- vii. It is expressly agreed that Agencies ability to provide services to a third party at a more advantageous price or Agency's economic hardship shall not constitute a force majeure event.

ANNEXURE – I

CHECK LIST

ENVELOPE A. TECHNICAL BID

| Proposal will contain the following documents : | | Whether enclosed |
|--|---|-------------------------|
| 1. | This Check List, duly ticked & signed. This check list, duly checked / ticked and signed shall form part of this RFP Document (Annexure-I) | Yes/No |
| 2. | All pages of RFP Document with corrigendum, addendum if any, duly signed and sealed by the Authorised Signatory of the Bidder Organisation on each page. | Yes/No |
| 3. | Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP), GCC and SHE Manual, duly filled & signed (Annexure – II) | Yes/No |
| 4. | Bidder's Profile and bid form, duly filled and signed by authorised signatory (Annexure–III) | Yes/No |
| 5. | Statement Giving Details of RTT Space(s) Bid For And EMD Amount calculation (Annexure–IV) | Yes/No |
| 6. | Draft of Lease Agreement, blank format duly signed (Annexure-V) | Yes/No |
| 7. | Power of attorney in favour of Authorised Signatory, for signing of Bid, duly signed and notarised, if applicable (Annexure –VI) along with the copy of Board resolution, if applicable. | Yes/No |
| 8. | Bid Security (EMD) in Prescribed form of DD or Bank guarantee (Annexure VIII) | Yes/No |
| 9. | Format of Bank Guarantee for Performance Security Deposit, duly signed (Annexure IX) | Yes/No |
| 10. | Format of Bank Guarantee for Installation Security Deposit, duly signed (Annexure X) | Yes/No |
| 11. | Rules & guidelines for release, upkeep & maintenance of electrical power connection in JMRC premises, duly signed on each page (Annexure –XI) | Yes/No |
| 12. | Drawings of 8 Metro Stations Depicting RTT Spaces (Annexures – XII, XII(1) to XII(8)), duly signed on each page | Yes/No |

| Proposal will contain the following documents : | | Whether enclosed |
|--|---|-------------------------|
| 13. | Valid document(s) issued by competent authority to substantiate that bidder is a Telecom Service Provider or a Registered Telecom Infrastructure Provider (IP-1 Licensee) as per eligibility requirement prescribed in Clause 1.3(i) of RFP | Yes/No |
| 14. | Copy of Income Tax Registration (PAN) | Yes/No |
| 15. | Copy of TIN No., if applicable. | Yes/No |
| 16. | Copy of Service Tax Registration | Yes/No |
| 17. | Self-declared certificate regarding company not black listed, on bidder's profile (Annexure-III) | Yes/No |
| 18. | Bid Document Cost in prescribed form | Yes/No |
| 19. | Bid Security (EMD) of calculated amount as per Annexure-IV in prescribed format | Yes/No |
| 20. | List of similar installations working in Rajasthan and Jaipur with details of sharing operators and contact details as per eligibility requirement prescribed in Clause 1.3(iii) of RFP. | Yes/No |

Important: It may be ensured that Rates (Financial quotes) are not disclosed in technical bid.

ENVELOPE B. FINANCIAL BID

| Proposal will contain the following documents : | | Whether enclosed |
|--|---|-------------------------|
| | Annexure – VII: Financial Bid duly filled and signed to be uploaded in excel format on e-procurement portal | Yes/No |

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE – II

DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

I/We,, having my /our office

at.....,

agree to all the Terms & Conditions the Request For Proposal (RFP) No. _____, dated _____ issued by JMRC for **LEASING OUT SPACE FOR INSTALATION OF TELECOM TOWERS AT EIGHT JAIPUR METRO STATIONS** and corrigendum / addendum issued, if any (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein). I/ WE also agree to abide by the relevant terms and conditions of General Conditions of Contract (GCC) & SHE manual of JMRC.

We have enclosed bids as per stipulated procedure and have not disclosed the price bid in other than the financial bid packet.

We have gone through carefully and understood the contents of this RFP Document and the information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from.

Our offer will remain valid and open for acceptance for 90 days from the last date of bid submission.

Date:

Signature:

Place:

Name :

Designation:

Seal of Authorised Signatory

ANNEXURE – III

BIDDER'S PROFILE & BID FORM

RFP No. F.1(45)/JMRC/DCA/Revenue/RTT/2016-17/05

Dated: 26.07.2016

| | | |
|----|--|--|
| 1. | Name of the Bidder Firm | |
| 2. | Status of the Bidder Firm | Proprietorship / Partnership firm / Registered Company |
| 3. | Registered Office address with Contact & Communication details | |
| 4. | Operating/ Branch Office (In Rajasthan, if Registered office is situated out of Rajasthan) Contact details | |
| 5. | Date of registration / incorporation and/or commencement of business | |
| 6. | Registration number/License details as Telecom Operator or a IP Licensee with Department of Telecommunications | |
| 7. | Service Tax Registration No. | |
| 8. | PAN No. | |
| 9. | Name, designation and Contact details of Chief Executive of the firm | |

| | | |
|-----|--|--|
| 10. | Name, designation and Contact details of the authority that is authorized to sign the Bid document | |
| 11. | Name, designation and Contact details of the Contact Person of the Bidder (Address Phone, email, fax etc). | |
| 12. | Details of Cost of Tender document | |
| 13. | Details of Bid Security | |

We certify that our organisation has neither been black listed nor our contracts have been terminated/ foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2016 and during current financial year till date of bid submission, due to non fulfilment of contractual obligations.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

Note: Additional pages, duly signed, may be attached wherever necessary.

ANNEXURE – IV

STATEMENT GIVING DETAILS OF RTT SPACE(S) BID FOR AND EMD AMOUNT CALCULATION

| S. N. | Name of the Station | Entry / Exit Side | RTT Space Code | Whether Bid for (Y/N) | Prescribed EMD (Bid Security) for the RTT Spaces (in Rs.) | EMD (Bid Security) submitted |
|--|---------------------------------|-------------------|----------------|-----------------------|---|------------------------------|
| 1. | Mansarovar Station | North | RTTMS-01 | | 92529 | |
| 2. | New Aatish Market Station | South | RTTAM-02 | | 102494 | |
| 3. | Vivek Vihar Station | South | RTTVV-02 | | 92529 | |
| 4. | Shyam Nagar Station | North | RTTSN-01 | | 113882 | |
| 5. | Ram Nagar Station | South | RTTRN-02 | | 125270 | |
| 6. | Civil Lines Station | North | RTTCL-01 | | 111351 | |
| 7. | Railway Station (Metro Station) | Mansarovar side | RTTRS-01 | | 125270 | |
| 8. | Sindhi Camp Station | South | RTTSC-02 | | 104708 | |
| Total number of RTT spaces bid for (1 to 8) | | | | | Total Bid Security amount | |

Note:

1. A Bidder can bid for RTT space at any one or more stations as listed above as per its requirement.
2. EMD should be carefully calculated and submitted for the number of RTT spaces the Bidder wishes to Bid for. If the EMD submitted is short with reference to the number of RTT spaces Bid for, the entire Bid shall be summarily rejected.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

FORMAT OF LEASE AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ two thousand _____ between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its corporate office at Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur, hereinafter called the “**LESSOR**” of the one part, represented by _____ (name and designation of representing officer), JMRC, Jaipur, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

and

_____ (Name of the Successful bidder) represented by _____ (name and designation of representing officer) of the other part, hereinafter called the “**LESSEE**” (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

WHEREAS JMRC is entitled in Law to Lease out RTT space at its Metro Stations for the purpose of installation and operations of Telecom Towers.

WHEREAS the Agency is desirous to install Telecom Towers and related infrastructure equipments for the use of it and other Telecom operators at this _____ space (RTT space code) situated at the Roof top of entry / exit structure of _____ Metro station, on the terms & conditions mentioned hereunder and has approached the JMRC for the purpose;

AND WHEREAS the JMRC is agreeable to grant the Lease;

NOW, THEREFORE, this indenture witnessed:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - (i) The Letter of Acceptance (LOA) issued by the Corporation in favour of the Agency.

- (ii) Addendum and/or Corrigendum to the RFP Document if issued by the Corporation.
- (iii) The RFP Document (**RFP No. F.1(45)/JMRC/DCA/Revenue/RTT/2016-17/05 Dated: 26.07.2016**) in its entirety along with all its Annexures, Appendices, etc.
- (iv) General Condition of Contract of JMRC.
- (v) Safety, Health and Environmental (SHE) Manual of JMRC.

In case of any conflict in the interpretation, the provision of documents shall prevail in the order or their place in the list above.

- 2. That the Lease for the said Space shall be valid for the period of 10 (Ten) years from _____ to _____ unless terminated earlier as provided in the RFP.
- 3. That in consideration, Lessee shall pay to the Lessor every quarter Lease Rent, latest by 15th of the first month of each quarter, a sum as under:

| Year | Monthly payable lease rent* (In Rs.) |
|------|---|
| I | |
| II | |
| III | |
| IV | |
| V | |
| VI | |
| VII | |
| VIII | |
| IX | |
| X | |

* Service tax shall be payable extra by Lessee, as applicable

- 4. That the first advance quarterly Lease Rent including all other recurring charges shall be paid within 30 days of issue of Notice to Proceed (NTP) and if the initial rent date, i.e., 46th day of the NTP commences after the 1st of any month of first quarter, then

the Lease rent for that first quarter (quarter according to financial year) shall be calculated on a pro-rata basis.

5. That the Lessee shall also pay additional charges per month for installation of additional operators equipments as per following before issue of NTP or whenever permission for extra antenna / pole is sought.

| S. No. | Head of charges | *Amount per month |
|-----------|--|-------------------------|
| 1. | Per GSM / CDMA / 3G / 4G antenna physically installed on Roof top Tower beyond 3 antennas (GSM / CDMA / 3G / 4G) | 200/-Per Antenna |
| 2. | Per M/W (dish or grid) antenna installed on RTT beyond 1 M/W antenna | 400/-Per Antenna |
| 3. | Per equipment Cabinet / Pack / Box installed in leased premise beyond 2 numbers of Cabinet / Pack / Box | 800/-Per Cabinet |
| 4. | Per OFC cable link laid to the RTT space beyond 1 number | 300/- Per cable link |

- * Service tax shall be payable extra by Lessee, as applicable.
- * In case additional equipment as above is installed between the month, 50% charges shall be payable if duration is less than & equal to 15 days, else, full month charges are payable.
- * Before commencement of each quarter, the lessee will give an undertaking / statement, signed by their authorised signatory, mentioning number of equipments working with date of commencing as per table above.

6. That the Lessee agrees, subject to the terms and conditions of the RFP Document / Lease Documents to perform efficiently and faithfully all of the services of Installation of Telecom Tower and related infrastructure equipments for the use of Telecom operators at _____ this _____ space (RTT space code) situated at the Roof top of entry / exit structure of _____ Metro station and in carrying out all duties and obligations imposed by the Lease Documents.
7. That the Lessor shall provide electricity power connection with sub-metering arrangements, if technically feasible as per Clause 4.3 of said RFP. The Lessee shall pay the electric consumption charges on the basis of actual usage with applicable electricity tariff and norms of JVVNL for such commercial activities. The Lessee shall also pay lumpsum installation charges and electricity bill security, as per provisions

- contained in Annexure-XI of the said RFP. Alternatively, Lessee shall be allowed to take power connection from DISCOM/JVVNL, Directly.
8. That the Lessee shall make payment of Lease Rent, Electricity Bill Payment Security and Electricity consumption charges by Demand Draft / Banker's Cheque in favour of Jaipur Metro Rail Corporation Limited, payable in Jaipur.
 9. That for each RTT space, in case of delay in payment of Lease Rent interest @ 2 percent per month will be calculated on the outstanding amount for delay less than one month and at 3% per month for more than one month.
 10. That any delay in payment beyond one month shall be considered as a default and such third default may result in termination of this lease agreement at the discretion of the lessor.
 11. That the Lessee has paid towards Performance Security Deposit, a sum of Rs. _____ (Rupees _____ only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee No. _____ Dated _____ in favour of Jaipur Metro Rail Corporation, Jaipur.
 12. That the Lessee has paid towards Installation Security Deposit, a sum of Rs. _____ (Rupees _____ only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee No. _____ Dated _____ in favour of Jaipur Metro Rail Corporation, Jaipur.
 13. That in the event of the Lessee committing any breach of the terms & conditions of the Lease agreement or RFP No. F.1(45)/JMRC/DCA/Revenue/RTT/2016-17/05 Dated: 26.07.2016 preceding this Lease Agreement, Lessor shall without prejudice to other rights and remedies be entitled to forfeit the Security Deposits or any part thereof. In such an event the Lessee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by Lessor to pay, so that the Security Deposits shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the Lease, the Lessor shall return the Security Deposit, to the Lessee, without interest.
 14. That the Lessee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject Lease.
 15. That the Lessor shall provide bare space for the installation of the telecommunication infrastructure by the Lessee. All other requirements like partition etc. shall be arranged by the Lessee, at its own cost and efforts.
 16. That it shall be the responsibility of the Lessee at all the times during the currency of the Lease agreement to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the Lease premises and the Lessor

shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever.

17. That the Lessor reserves to itself the right to change the location of the designated space at any time and may at its discretion issue a notice to the Lessee to shift the telecommunication infrastructure to an alternative space within the premises within such period as stated in the notice. In such a case, the Lessee shall be bound to shift the infrastructure within such time mentioned and accept the said alternate premises. If the Lessee fails to shift the infrastructure to the alternative location within such time mentioned in the notice, the Lessor shall disconnect and remove the installed infrastructure for the location and store it elsewhere. The cost of disconnection and storage in such a case, will be charged to the Lessee. Reasonable recompense of the cost of such shifting shall be reimbursed by the Lessor to the Lessee by adjustment against payment due to Lessor against Lease Rent. An assessment of such reasonable cost of shifting would have to be submitted by the Lessee to the Lessor for approval, within one week of the notice to shift. The decision of the Lessor with regard to the amount of reimbursement shall be final.
18. That the Lessee shall use the designated space only for the bona fide purpose as mentioned in the RFP and recitals in this Agreement, and for no other purpose.
19. That the Lessee shall not erect or display any advertisement outside the equipment room or at any other place inside the Jaipur Metro Rail Depot.
20. That considering the stipulated provisions on electric safety at Metro premises, the Lessee shall adhere to Rules and Guidelines for release, upkeep and maintenance of electric power as detailed in Annexure-XI of the RFP preceding to this Lease agreement.
21. That the Lessee shall make proper arrangements and be responsible for the safety / security of their equipment including other operators with whom it is sharing the infrastructure. Such measures as security personnel and CCTV cameras etc., as may be required by law applicable to Lessee.
22. That the Lease may be terminated on any of the following accounts:
 - (i) By giving 4 months notice in writing from either side without assigning any reason.
 - (ii) Terminated by Lessor on short notice on account of unsatisfactory performance.
 - (iii) For reasons more fully described in the **RFP No. F.1(45)/JMRC/DCA/Revenue/RTT/2016-17/05 Dated: 26.07.2016** issued by JMRC, preceding this Lease Agreementt
23. That if the Lessee does not install the telecom towers / equipments / Infra or wishes to close down the service during the Lease period, it can do so by giving 4 months notice to JMRC after an initial lock in period of 3 years. In case, agency wants to vacate

before that, its security deposit and advance rent pending with JMRC, shall be forfeited.

24. That in the event of any failure, negligence or breach, in the opinion of Lessor, on the part of the Lessee in complying with all or any of the conditions of the Lease agreement, Lessor shall be entitled and be at liberty to terminate the Lease forthwith and resume possession of the designated Space without payment of any compensation or damages and also forfeit in full or in part the amount of Security Deposits submitted by the Lessee. Lessor shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the Lessee, and may additionally impose justifiable penalty upon the Lessee, which shall not necessarily be limited to the amount of Security Deposits.
25. That the Lessor and the Lessee further agree that they are bound by the terms and conditions of the RFP Document No.dated.....(including any corrigenda and/or addenda thereof.) In case of any conflict between the RFP Document No..... (including any corrigenda and/or addenda thereof) and this Lease Agreement, the latter shall prevail insofar as the spirit of the RFP is not affected thereby.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

Authorised Signatory
For Jaipur Metro Rail Corporation Ltd.

Authorised Signatory
For _____(Lessee)

Witness:

- a) Name and Address
- b) Name and Address

Note: This agreement should be executed on non-judicial stamped paper, stamped in accordance with the stamp act.

ANNEXURE-VI

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we, (name of the bidder firm), having our registered office at..... do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms..... son /daughter of Shri and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **“RFP FOR LEASING OUT SPACE FOR INSTALLATION OF TELECOM TOWERS AT EIGHT JAIPUR METRO STATIONS” (RFP No. F.1(45)/JMRC/DCA/Revenue/RTT/2016-17/05 dated 26.07.2016)** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we 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.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2016.

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:

- 1. XXX
- 2. ABC

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. This should be executed on non-judicial stamped paper, stamped in accordance with the stamp act.

**RFP FOR LEASING OUT SPACE FOR INSTALLATION OF TELECOM
TOWERS AT EIGHT JAIPUR METRO STATIONS**

2016

ANNEXURE-VII

RFP No. F.1(45)/JMRC/DCA/Revenue/RTT/2016-17/05

Dated: 26.07.2016

FORMAT OF FINANCIAL BID

Validate

Print

Help

[Item Wise BoQ](#)

| Tender Inviting Authority: Executive Director (Corporate Affairs) | | | | | | | | | |
|--|------------------------------|------------------|----------|------------------|----------------|--|----------------------------|-------------------------|-----------------------|
| Name of Work: Leasing Out Space For Installation of Telecom Towers at Eight Jaipur Metro Stations | | | | | | | | | |
| Contract No: F.1(45)/JMRC/DCA/Revenue/RTT/2016-17/05 Dated: 26.07.2016 | | | | | | | | | |
| Bidder Name : | | | | | | | | | |
| <u>PRICE SCHEDULE</u> | | | | | | | | | |
| (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) | | | | | | | | | |
| NUMBER # | TEXT # | TEXT # | NUMBER # | TEXT # | NUMBER # | NUMBER # | NUMBER # | NUMBER # | TEXT # |
| Sl. No. | Item Description | Item Code / Make | Quantity | Entry/ Exit Side | Estimated Rate | BASIC RATE In Figures To be entered by the Bidder Rs. P | TOTAL Amount Without Taxes | TOTAL Amount With Taxes | TOTAL AMOUNT In Words |
| 1 | 2 | 3 | 4 | 5 | 6 | 13 | 53 | 54 | 55 |
| 1 | METRO STATION DETAILS | | | | | | | | |
| 1.01 | Mansarovar Station | RTTMS-01 | 1.00 | North | 29250.00 | | 0.00 | 0.00 | INR Zero Only |
| 1.02 | New Atish Market Station | RTTAM-02 | 1.00 | South | 32400.00 | | 0.00 | 0.00 | INR Zero Only |
| 1.03 | Vivek Vihar Station | RTTVV-02 | 1.00 | South | 29250.00 | | 0.00 | 0.00 | INR Zero Only |
| 1.04 | Shyam Nagar Station | RTTSN-01 | 1.00 | North | 36000.00 | | 0.00 | 0.00 | INR Zero Only |
| 1.05 | Ram Nagar Station | RTTRN-02 | 1.00 | South | 39600.00 | | 0.00 | 0.00 | INR Zero Only |
| 1.06 | Civil Lines Station | RTTCL-01 | 1.00 | North | 35200.00 | | 0.00 | 0.00 | INR Zero Only |
| 1.07 | Railway Station | RTTRS-01 | 1.00 | North | 39600.00 | | 0.00 | 0.00 | INR Zero Only |
| 1.08 | Sindhi Camp Station | RTTSC-02 | 1.00 | South | 33100.00 | | 0.00 | 0.00 | INR Zero Only |
| Total in Figures | | | | | | | 0.00 | 0.00 | INR Zero Only |
| Quoted Rate in Words | | | | | | | INR Zero Only | | |

Terms and Conditions:

1. We understand that a Bidder can bid for one RTT space each of one station or of all the stations listed above.
2. We understand that at one station Bidder can bid for RTT on either side of station as per its technical suitability/ choice. The bid submitted by same bidder for second RTT space of same station shall not be considered.
3. The Lease Rent(s) quoted above is/are after taking into consideration all the terms and conditions stated in the RFP and based on our own estimates of costs, commuters, non-commuters, and after a careful assessment of the site and all the conditions that may affect the bid.
4. The Service Tax or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee (successful bidder).
5. If there is any difference in the amount quoted in words & figures, the amount quoted in words shall only be considered.
6. Power supply charges shall be extra on actual basis, if provided by lessor i.e. JMRC.
7. Additional charges per month for installation of additional operator's equipment shall be paid on actual basis as per Clause 4.8(xi) of RFP.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE – VIII

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(to be submitted by the bidder along with bid)

To,

Chairman and Managing Director,
Jaipur Metro Rail Corporation Limited (JMRCL),
Khanij Bhawan, Udyog Bhawan ,
Tilak Marg, C-Scheme,
Jaipur-302005 (Raj).

Sir,

In accordance with your RFP for **“LEASING OUT SPACE FOR INSTALLATION OF TELECOM TOWERS AT EIGHT METRO STATIONS”** vide RFP No. **F.1(45)/JMRC/DCA/Revenue/RTT/2016-17/05** dated **26.07.2016** M/s. (Name & full address of the firm) (hereinafter called the “Bidder”) intends to submit a Bank Guarantee to participate in the said tender as mentioned in the RFP document.

It is a condition in the RFP document that the Bidder has to deposit Earnest Money amounting to Rs. _____/- (Rupees _____ only) in respect to the tender, with Jaipur Metro Rail Corporation, Jaipur (hereinafter referred to as “JMRC”) by a Bank Guarantee from a Scheduled Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity date (i.e.120 days from the last date of bid submission). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum Rs. _____(Rupees _____ only) to the JMRC as earnest money deposit.

And whereas the bidder has approached the(Bank) for such purpose.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the JMRC shall be the sole judge of as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said RFP Document and the decision of the JMRC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the JMRC to recover the said amount of Rs. _____/- (Rupees _____ only) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder)and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. _____/- (Rupees _____ only) and our guarantee shall remain in force till 30 days of the bid validity period i.e. 120 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the

undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. The stamp papers of appropriate value shall be purchased in the name of the Agency.
3. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

Director Corporate Affairs
Jaipur Metro Rail Corporation Ltd.
2nd Floor, RSIC Wing, Udyog Bhawan,
Tilak Marg, C-Scheme, Jaipur-302005.

ANNEXURE-IX

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(to be submitted by the successful bidder at the time of agreement)

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt _____ (hereinafter called the Selected Bidder) from the **demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____** for the due fulfillment by the Selected Bidder of the terms & conditions to be contained in a Lease Agreement signed pursuant to the RFP No. _____ dated _____ issued by JMRC for **LEASING OUT SPACE FOR INSTALLATION OF TELECOM TOWERS AT EIGHT JAIPUR METRO STATIONS** we, _____ (name of the Guaranteeing Bank, hereinafter referred to as “the Bank”) at the request of _____ (Selected Bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. _____, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, _____ by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said Lease agreement or RFP, or against any penalty imposed by JMRC on the Selected Bidder on such grounds.

2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the Selected Bidder by JMRC, on account of breach by the Selected Bidder of any of the terms & conditions contained in the Contract Agreement or RFP or by reason of the Selected Bidder’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We _____ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded notwithstanding any disputes raised by the Selected Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of

our liability for payment there-under and the Selected Bidder shall have no claim against us for making such payment.

4. We _____ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of **126 Months** from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and RFP have been fully and properly carried out by the Selected Bidder and accordingly discharges this guarantee.
5. We _____ (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms & conditions of the Lease agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the Selected Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Selected Bidder.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.

2. The stamp papers of appropriate value shall be purchased in the name of the Agency.
3. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

Director Corporate Affairs
Jaipur Metro Rail Corporation Ltd.
2nd Floor, RSIC Wing, Udyog Bhawan,
Tilak Marg, C-Scheme, Jaipur-302005.

ANNEXURE-X

FORMAT OF BANK GUARANTEE FOR INSTALLATION SECURITY DEPOSIT

(to be submitted by the successful bidder at the time of agreement)

To:

Chairman and Managing Director,
Jaipur Metro Rail Corporation Limited (JMRC),
Khanij Bhawan, Udyog Bhawan ,
Tilak Marg, C-Scheme,
Jaipur-302005 (Raj).

WHEREAS _____

(Name and address of the Agency) (hereinafter called “**the Agency**”) has undertaken to fulfill the contractual obligations to be contained in the Lease Agreement signed pursuant to the **RFP No.** _____ **dated** _____ issued by JMRC for LEASING OUT SPACE FOR INSTALLATION OF TELECOM TOWERS AT EIGHT JAIPUR METRO STATIONS

AND WHEREAS it has been stipulated by you in the said Lease Agreement that the Agency shall furnish you with a Bank Guarantee from a Scheduled Bank based in India for the sum specified herein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we _____
(Insert name and address of Bank) have agreed to give the Agency such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of Rs. _____ (In figures) Rupees _____ (In words) (amount of Guarantee) such sum being payable in the types and proportion of currencies in which the Lease Rent and other charges are payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of Rupees _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified

therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for six months from the date of issue of this Bank Guarantee. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. The stamp papers of appropriate value shall be purchased in the name of the Agency.
3. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

Director Corporate Affairs
Jaipur Metro Rail Corporation Ltd.
2nd Floor, RSIC Wing, Udyog Bhawan,
Tilak Marg, C-Scheme, Jaipur-302005.

ANNEXURE-XI

RULES & GUIDELINES FOR RELEASE, UPKEEP & MAINTENANCE OF ELECTRICAL POWER CONNECTION IN JMRC PREMISES

1. Electric power required for commercial / contractual activities within footprint of metro station/ premises have to be sourced from existing available JMRC network only at stations subject to its technical feasibility. The disbursement of electric power at different stations shall be dealt with individually under separate connections. In case of Roof Top Towers and all kinds of telecom towers, the lessee shall have option of taking direct electric power connection from JVVNL. Further, for large retail areas (category-B), the Lessee shall have to take electric power connection directly from JVVNL while meeting out all the requirements for electrical safety, fire safety and shall obtain NOCs from concerned authorities.
2. The available JMRC power network is reliable and having adequate redundancy. DG supply shall not be made available i.e. the power fed shall be from normal JVVNL source without backup network. Lessee/ Licensee may however, provide UPS / Inverter at their cost if they so desire for backup supply to their leased premises/ works requirement.
3. Installation of DG set for normal/ standby power by lessee/ private parties is not permitted. The Lessee/ Licensee may use suitable voltage stabilizer(s)/ power factor correction equipment as per its requirement. Further, JMRC shall not be responsible for any interruption/ diminution of the power supply.
4. Normally, electric power up to maximum demand of 20 kW on LT Three Phase 400 Volt can be released. However, LT Single Phase 230 V supply will be given for connected load up to 5 KW, subject to its technical feasibility.
5. Application for temporary/ permanent electric connection is to be made (addressed) to ED (Traction/E&M), JMRC in the prescribe Performa appended to these Rules & Guidelines, clearly stating the purpose for taking the connection, enclosing the documentary proof of having awarded contract by JMRC for which they need the electric supply, mentioning the site details where connection is required and the load in KW and the period for which connection is applied for.
6. Temporary connections shall be released by JMRC from nearest source point with sub-metering arrangements. Permanent connection for retail space shall be released from extended supply point which shall be installed by JMRC adjacent/ near/ inside the retail space/PAP Panel at ASS as per technical feasibility.
7. In case of advertisement kiosk/ hoardings inside or outside the station premises, the

power supply shall be extended from a single supply point to a group of kiosk/ hoardings, depending upon the load & technical feasibility. The supply point shall be provided by JMRC near to the load center/PAP Panel at ASS as per feasibility. The licensee (of advertisement contract) shall extend & maintain the power supply at their own from the supply point to the load(s).

8. Release of temporary connection:

8.1. Temporary connection may be given in following cases:-

| | |
|-----|--|
| i. | At the time of setting up the retail shop/ Kiosks etc., for related construction activity before Permanent connection. |
| ii. | For any exhibition, display of products etc. for very short period. |

8.2. Initially, temporary connection shall be given up to 30 days. During these 30 days, Rs.100/- per week per KW or part thereof shall be charged (temporary connection charges) over and above applicable tariff (Rate of electricity shall be charged from Lessee at JVVNL tariff applicable for the purpose to JMRC) to take care of expenditure done by JMRC for release of electric connection.

8.3. All electrical works for temporary connection beyond this source/ supply point (JMRC sub meter) shall be undertaken by the Lessee, confirming to electrical safety and technical suitability as certified by authorized representative of JMRC.

8.4. In case of extension of the temporary connection beyond 30 days, temporary connection charges shall be doubled for the extended period.

8.5. Electrical Security Deposit for tentative consumption of electricity for one month @ Rs. 6000/- per KW shall have to be deposited by lessee before release of temporary connection. Billing shall be done as per applicable tariff at the end of month/ period of temporary connection, whichever is earlier and lessee shall have to deposit the bill amount within seven days of issue of bill, failing which, the electric connection shall be disconnected without any prior notice. The reconnection of electricity shall be done after depositing the due bill amount along with a token penalty of Rs. 2000/- in each case.

8.6. The electrical security deposit shall be adjusted/ refunded at the end of the period of temporary connection to lessee.

9. Release of Permanent Connection:

9.1. Following works shall be carried out by JMRC for release of permanent electrical

connection to retail areas/advertisement panels/ mobile towers etc:

| | |
|------|---|
| i. | Supply and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point as per feasibility) as per standard specifications. |
| ii. | Supply and lying of meter box, pre/post-paid energy meter and MCB for extending the power. |
| iii. | Connection to advertsing licensee for illuminated boards/ panels shall be given at one point on each entry/exit at ground/concourse level and at each platform with provision of meter(s) as per technical feasibility. Extension of electric supply from these points to advertisement board / panels shall be done by licensee at their own cost. Each of such electric point shall be considered one electric connection. The wiring shall have to be done as per JMRC specification with use of wires / conduits / switchgears of standard brands / makes approved by JMRC. |
| iv. | Electric connection to various mobile towers or other installations on roof / outside covered area shall be given from PAP panel in ASS. Provision of meter can be made either in ASS or near to installation of lessee as per JMRC convenience. All works of cabling / wiring from PAP panel to his installation shall be done by lessee at his own cost with use of material such as cables / wires / switchgears of standard brands / makes approved by JMRC and the work shall have to be carried out as per JMRC's specifications and under supervision of E&M department of JMRC. |

9.2. Lessee is required to pay a lump-sum amount (non-refundable) given below towards the cost of electrical works / augmentation work required for extension of power from JMRC panel/ DB up to JMRC meter box, adjacent/ near/PAP panel in ASS to the leased space: –

| | |
|------|-----------------------------|
| I. | For 5 KW load – Rs. 30,000 |
| II. | For 10 KW load – Rs. 40,000 |
| III. | For 15 KW load – Rs. 50,000 |
| IV. | For 20 KW load – Rs. 60,000 |

The lump sum installation charges are to be payable by lessee against each single connection for installation and maintenance thereof, during the contract/ extended contract period. No additional installation charge should be paid during the extended contract period. However during contract period any replacement/ renewal of

installations, due to lessee/ licensee's fault/ negligence shall be done by JMRC at the cost of lessee.

- 9.3. Lessee shall extend power supply from JMRC Meter at his own cost as per approved makes and specifications. Lessee is also required to comply with necessary provision for fire safety norms of JMRC. The lessee shall execute electrical works within the leased space at his own with prior in-principle approval for electrical safety scheme by JMRC.
- 9.4. Permanent connection shall be given after ensuring all safety compliance and completion of electrical and fire safety works in all respect by the applicant. JMRC representative shall inspect the electrical installation work executed by the JMRC lessee before release of electrical connection.
- 9.5. Applicant shall ensure that fire detection and suppression measures installed inside premises are kept in good working conditions at all times.
- 9.6. Electrical Security Deposit of Rs.30,000 for 5kW and Rs.10,000 per 5 kW - for additional load upto 20 kW shall have to be deposited by the applicant before release of permanent connection. Billing shall be done as per the applicable tariff (Rate of electricity shall be charged from Lessee at JVVNL tariff applicable for the purpose to JMRC) at the end of each month and lessee shall have to deposit the billed amount within ten days of issue of bill, failing which, the electric connection shall be disconnected without any prior notice. The reconnection of electricity shall be done after depositing the due bill amount along with a token penalty of Rs. 2000.
- The electrical security deposit shall be adjusted/ refunded at the end of the period of permanent connection to lessee.
10. Underground metro stations are already air-conditioned and hence separate AC for leased premises in that area is not required. In underground stations, installation of window/ split AC are not permitted. At some of the retail spaces, tapping of connection from chilled waterline shall be required. Such works after tapping point shall be done by Lessee/ licensee.
11. For elevated stations Lessee may provide AC at his own cost conforming to detailed specifications of JMRC and within the sanctioned load to them.

12. **Specifications for Electrical Works**

| | |
|----|--|
| i. | All the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are to be used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and |
|----|--|

| | indemnify JMRC against any loss accrued to the Applicant on this account. | | | | | | | | | | | | | | | |
|------|--|---|------|----------------|----|------------------|------------|----|------------------------|---|----|---|---|----|--|--|
| ii. | Only FRLS cable of required size shall be used for tapping off supply from JMRC fixed supply to Applicant premises in rigid GI Conduit pipe. However for underground station FRLSZH cable shall be used. Use of PVCs is strictly prohibited in underground station area. The wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per JMRC's approval. | | | | | | | | | | | | | | | |
| iii. | Cables upto 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminum conductors may be used. However in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductor shall be used. | | | | | | | | | | | | | | | |
| iv. | For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE , FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS6724 | | | | | | | | | | | | | | | |
| v. | Applicant will provide a separate protection for their electric requirement with proper discrimination with upstream breaker. | | | | | | | | | | | | | | | |
| vi. | <p>All materials specification must follow standards, codes and specification as used by JMRC in the E&M works. Applicant shall use reputed Brand/make Electrical wiring and switch gear items. List of approved makes by JMRC is given below:</p> <p>List of Approved Makes:</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Item</th> <th>Approved Makes</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>GI Conduit Pipes</td> <td>ISI Marked</td> </tr> <tr> <td>2.</td> <td>GI Conduit Accessories</td> <td>Confirming to BIS/ISI as per approved samples</td> </tr> <tr> <td>3.</td> <td>Copper Conductor FRLS, PVC insulated wires (ISI mark)</td> <td>National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab</td> </tr> <tr> <td>4.</td> <td>Copper Conductor FRLSZH , PVC insulated wires (ISI mark) use for underground</td> <td>Polycab, Ducab Dubai, Cords Cables, KEI.</td> </tr> </tbody> </table> | SN | Item | Approved Makes | 1. | GI Conduit Pipes | ISI Marked | 2. | GI Conduit Accessories | Confirming to BIS/ISI as per approved samples | 3. | Copper Conductor FRLS, PVC insulated wires (ISI mark) | National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab | 4. | Copper Conductor FRLSZH , PVC insulated wires (ISI mark) use for underground | Polycab, Ducab Dubai, Cords Cables, KEI. |
| SN | Item | Approved Makes | | | | | | | | | | | | | | |
| 1. | GI Conduit Pipes | ISI Marked | | | | | | | | | | | | | | |
| 2. | GI Conduit Accessories | Confirming to BIS/ISI as per approved samples | | | | | | | | | | | | | | |
| 3. | Copper Conductor FRLS, PVC insulated wires (ISI mark) | National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab | | | | | | | | | | | | | | |
| 4. | Copper Conductor FRLSZH , PVC insulated wires (ISI mark) use for underground | Polycab, Ducab Dubai, Cords Cables, KEI. | | | | | | | | | | | | | | |

| | station | |
|--|--|--|
| 5. | FRLS Cables AI (ISI mark) | Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal |
| 6. | FRLS Cables AI (ISI mark) | Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal |
| 7. | FRLSZH , PVC Cables AI (ISI mark) use for underground station | Polycab, Ducab Dubai, Cords Cables, KEI, RashiCables. |
| 8. | Switches & Socket outlets(ISI mark) | Crabtree, Anchor, MDS, LK (Schneider), RK, Legrand |
| 9. | MCB, RCCB (ELCB) | L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder, Standard, Indo-Asian, Havells |
| 10. | Distribution Boards | L&T Hager, MDS, Siemens, ABB, Indo-Asian, Havells, GE, Schnieder, Standard |
| 11. | Luminaries | Philips / Schrader / Osram / Bajaj / Thorn / Crompton |
| 12. | Air Conditioner (Minimum three star rating) | Hitachi, Blue Star, O- General, Daikin, Voltas, LG, Samsung, |
| In case electrical items of any other make, the same needs to be approved from JMRC before installation. | | |
| vii. | Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed. | |
| viii. | Internal wiring of luminaries (Light Fittings) and Signages in signage's panel shall also be FRLSZH in case of UG stations. | |
| ix. | All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material. | |

13. Other Terms and Conditions:

- 13.1. The Applicant shall pay for the energy so supplied and all other charges at the rates set out by JVVNL Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Electrical Security Deposit.
- 13.2. The electrical connection shall be applied & released in the name of Lessee only. In case Lessee/ Licensee has sub-let the premises/ space to any franchise/ sub-lessee, the onus of payment of electricity bills etc. and adhering to the Rules & Guidelines of electrical safety & maintenance will be of Lessee/ Licensee only.
- 13.3. The Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipments any Observation made by such Agencies, which are acceptable to JMRC, shall be binding on the Applicant for Attention/Compliance.
- 13.4. JMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
- 13.5. The applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by JMRC before the last date mentioned in such Monthly./Bi-monthly Bill.
- 13.6. All or any taxes/duties, as may be levied on the supply of electricity to the Applicant by JMRC, shall be paid and borne by the Applicant.
- 13.7. The Applicant agrees that JMRC would accept an application from the Applicant for reduction in load only after one years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by JMRC as a new connection and JMRC would follow the procedure as in the case of a new connection.
- 13.8. JMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
- 13.9. If there is any harm/loss to the property of JMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
- 13.10. The Total Demand Load& Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.
- 13.11. Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination

level.

- 13.12. Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the JMRC's Distribution Board or to any other place as directed by the JMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant. Every shop/property Development area must have enough Fire Extinguishers as stipulated.
- 13.13. Applicant will not be allowed to provide Room Heating appliance of any kind in the leased/ licensed area.
- 13.14. In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 2000/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of JMRC.
- 13.15. The applicant shall not cause a demand more than sanctioned load. In case he causes a demand more than sanctioned load in a particular month, apart from being disconnected, he shall be required to pay an extra charge equal to the same percentage of the fixed and energy charges by which percentage the excess demand has actually been caused. In case, the power requirement in addition to the sanctioned load is felt by lessee, the same shall be applied to GM (Tr./E&M). On payment of demand charges and sanction of additional load only, the lessee shall be entitled to use additional load.
- 13.16. The Applicant shall have no objection at any time to the rights of JMRC to supply energy to any other consumer from the service line or apparatus installed by JMRC inside/ adjacent to applicant's premises.
- 13.17. The supply shall be used for the purpose that it has been sanctioned by JMRC and shall not be misused in any way to serve any other purposes.
- 13.18. The power supply shall not be extended/ sublet to any other licensee/ lessee/ user.
- 13.19. JMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
- 13.20. JMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance electrical security deposit, to other service connections(s) that may stand in the Applicant's name.

- 13.21. The applicant shall allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc. in case the same is installed inside the leased/ licensed premises.
- 13.22. JMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the JMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by JMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
- 13.23. The applicant acknowledges and accepts that the relationship of the applicant with JMRC is not that of a consumer and Service provider but that of a commercial arrangement where the applicant has taken on lease/license premises of JMRC and the Electricity connection is being provided as a part of the above arrangement.
- 13.24. Lessee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The instructions in this regard by the JMRC Electrical Inspector/ authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the Applicant. The Applicant voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by JMRC Fire Officer, Electrical Inspector, Security Officer or their authorized representative from time to time.
- 13.25. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, pre/post-paid meter, connected software, etc. which are installed by JMRC, shall be sole property of JMRC. The Lessee/ Licensee shall leave the premises without any damage to JMRC's electrical installation after expiry of the contract.
- 13.26. The Lessee/ Licensee shall be at liberty on termination of his lease/ contract to remove or take away such fixtures, fittings and electrical appliances installed by it, leaving the leased premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.

APPENDIX TO ANNEXURE-XI

Format of Application for Permanent/Temporary Power Supply

To,

Executive Director (Traction/E&M)

Jaipur Metro Rail Corporation

Dear Sir,

Kindly provide electricity connection for purpose at Jaipur Metro Rail Station, as per following details :-

| SN | Item | Details |
|-----------|--|----------------|
| 1. | Name of the Applicant | |
| 2. | Station | |
| 3. | Location | |
| 4. | Reference to allotment letter (Copy to be attached) | |
| 5. | Load Requirement (KW) | |
| 6. | Details of submission of Electrical Security Deposited as per load demand | |
| 7. | Details of submission of one time lump-sum amount as per load demand | |
| 8. | Details of Cable installed/ to be installed along with earthing (Make, rating and specification) | |
| 9. | Details of MCCB/MCB installed/ to be installed (make, rating and specification) | |
| 10. | Details of ELCB installed/ to be installed | |

| SN | Item | Details |
|-----------|--|----------------|
| | (make, rating and specification) | |
| 11. | Attach cable layout plan of leased space | |
| 12. | Attach electrical installation test reports (L Form) signed from electrical contractor holding valid license/ qualified diploma/ degree Electrical Engineer. (In case of Permanent Connection) | |

All details furnished in the application are true to the Applicant's knowledge. If any information is found incorrect at a later date, JMRC will have the right to withhold/disconnect supply, as the case may be, and forfeit the Electrical Security deposit. We further agree to abide by all the Rules & Guidelines of JMRC for release, upkeep & maintenance of electrical power.

Signature of Applicant

Encl :

1. Copy of letter of acceptance.
2. Copy of Notice to proceed.

Note : After receiving application along with all relevant papers/submission of all required amount from lessee, the Traction/ E&M Department of JMRC shall release electrical connection after verification and inspection of site.

\ANNEXURE-XII

DETAILED AREA SHEET OF RTT LOCATIONS / SPACES AT 8 METRO STATIONS WITH DRAWINGS

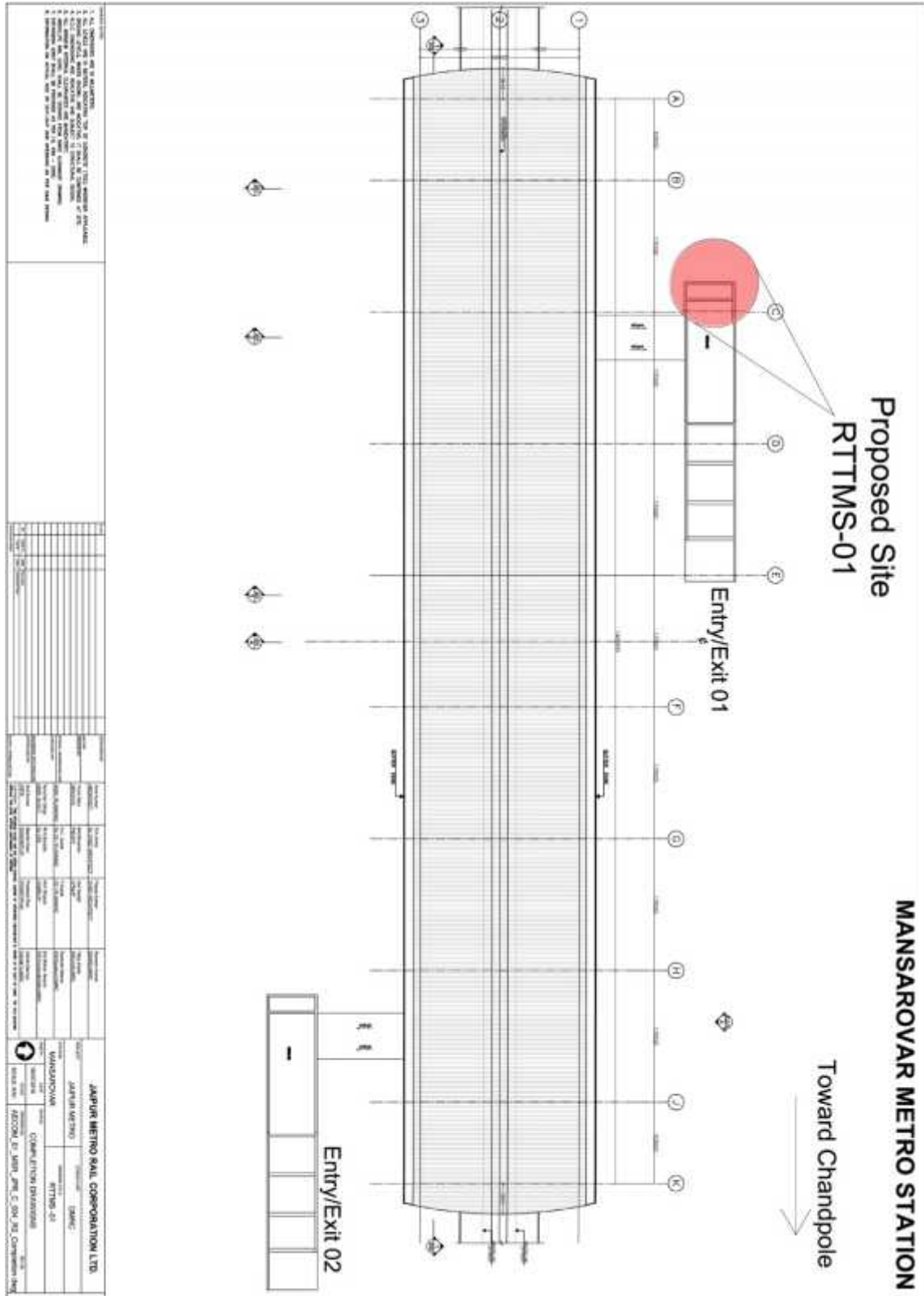
| S. No. | Name of Station | RTT Code | Location | Drawing Reference (Annexure) |
|----------------------------------|---------------------------|----------|--------------|------------------------------|
| Mansarovar Station | | | | |
| 1 | Mansarovar Station | RTTMS 01 | Entry/Exit 1 | XII(1) |
| New Aatish Market Station | | | | |
| 2 | New Aatish Market Station | RTTAM 02 | Entry/Exit 2 | XII(2) |
| Vivek Vihar Station | | | | |
| 3 | Vivek Vihar Station | RTTVV 02 | Entry/Exit 2 | XII(3) |
| Shyam Nagar | | | | |
| 4 | Shyam Nagar | RTTSN 01 | Entry/Exit 1 | XII(4) |
| Ram Nagar | | | | |
| 5 | Ram Nagar | RTTRN 02 | Entry/Exit 2 | XII(5) |
| Civil Lines Station | | | | |
| 6 | Civil Lines Station | RTTCL 01 | Entry/Exit 1 | XII(6) |
| Railway Station | | | | |
| 7 | Railway Station | RTTRS 01 | Entry/Exit 1 | XII(7) |
| Sindhi Camp Station | | | | |
| 8 | Sindhi Camp Station | RTTSC 02 | Entry/Exit 2 | XII(8) |

Note:

1. The space marked in the drawings is tentative and can be slightly altered / shifted at the time of NTP as per technical requirement of JMRC and / or successful bidder.
2. Upto 500 square feet area (measurement on rectangular basis) shall be provided on each RTT space.
3. In case of acquired / used area is beyond 500 square feet (on rectangular basis), the monthly lease rent shall be increased proportionately.

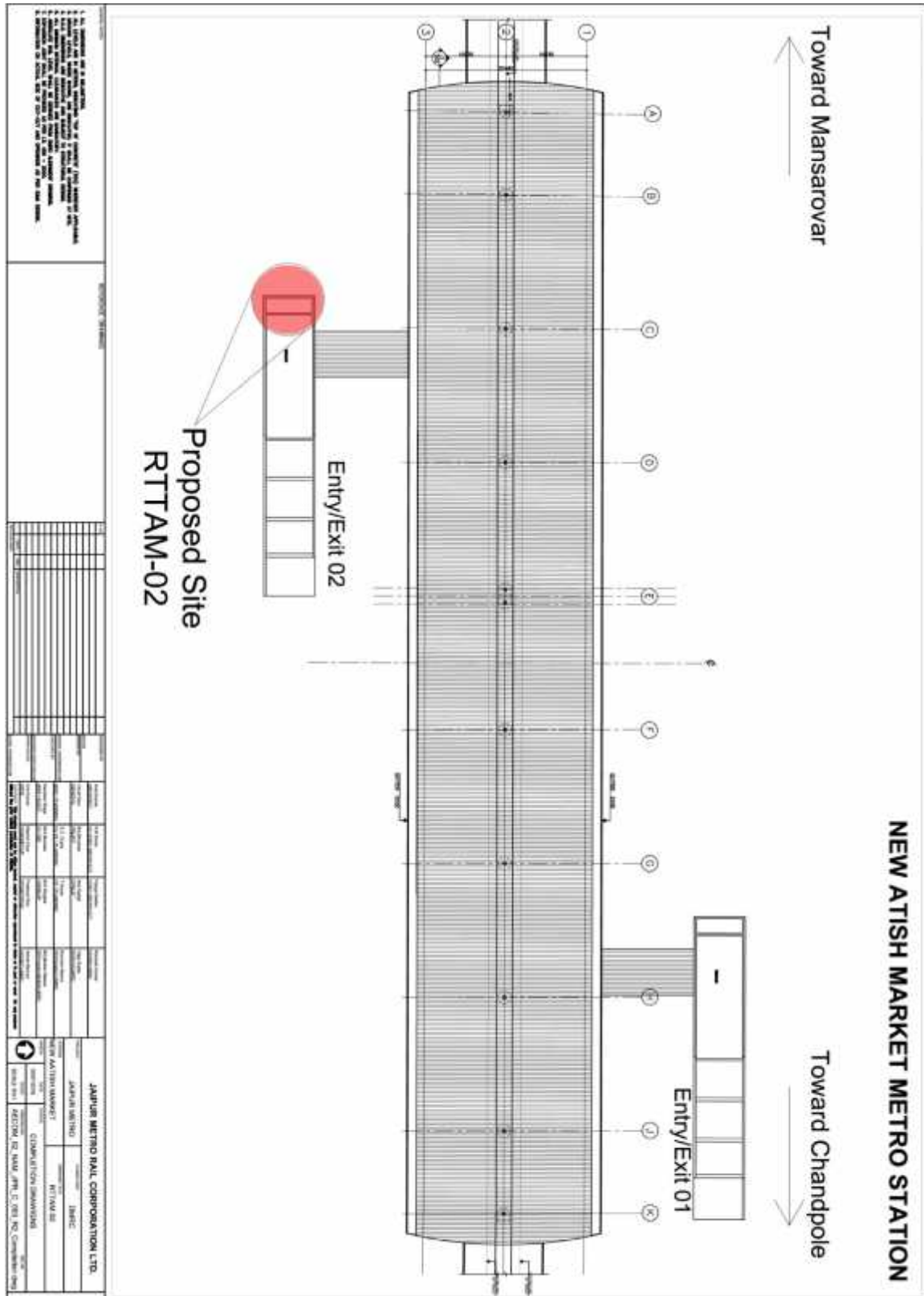
ANNEXURE-XII(1)

1. DRAWINGS (RTT/MANSAROVAR) :



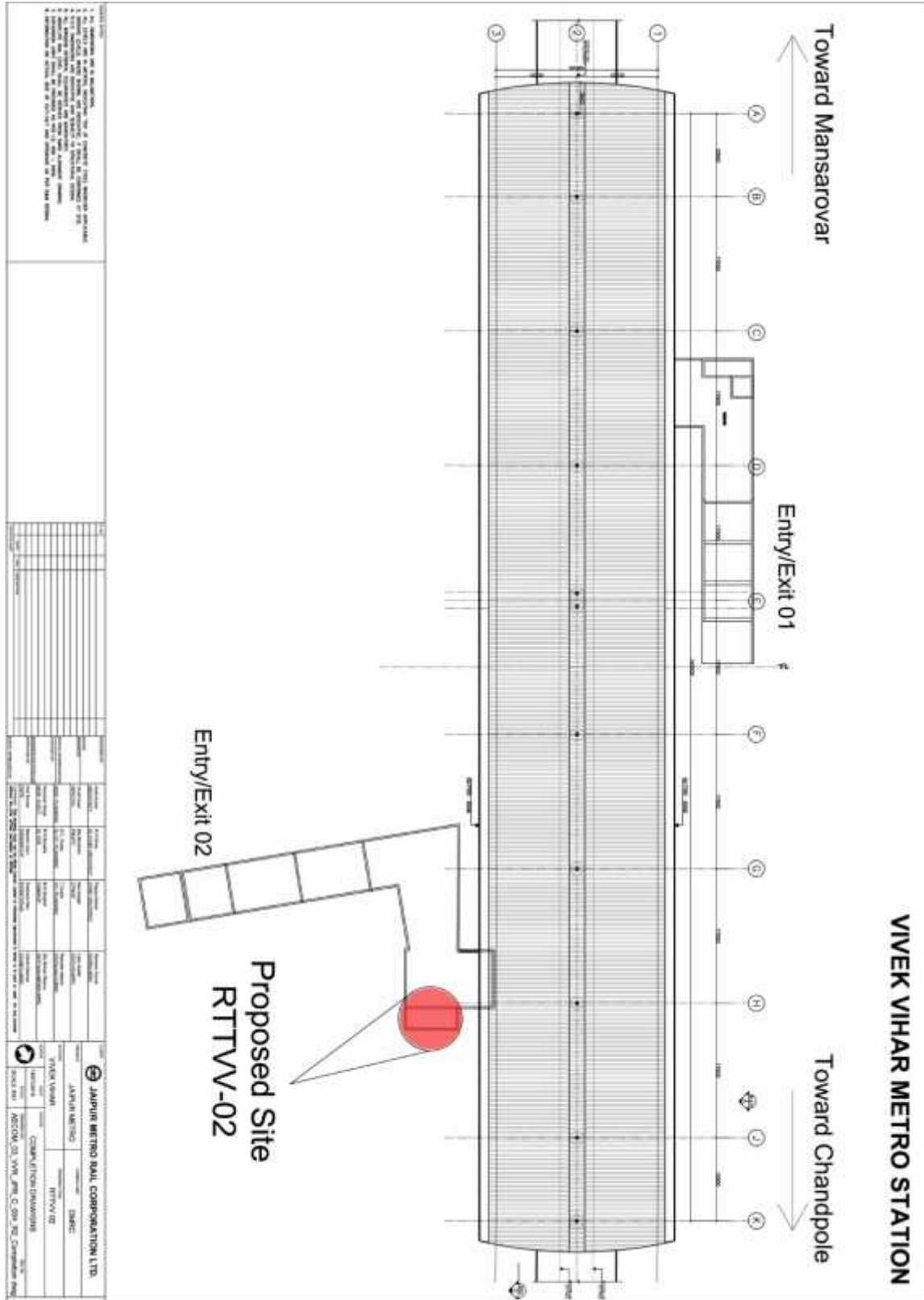
ANNEXURE-XII(2)

2. DRAWINGS (RTT/AATISH MARKET) :



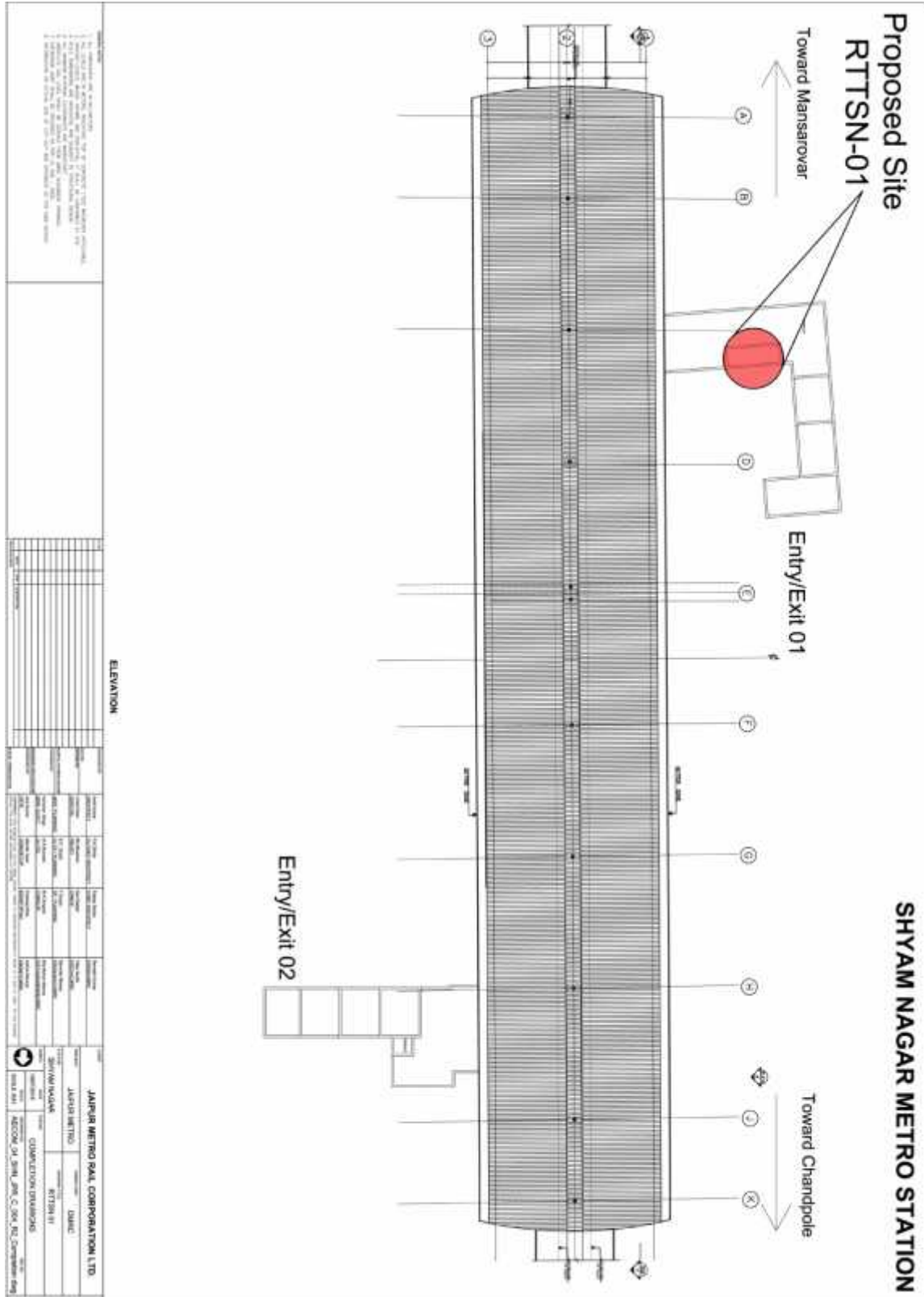
ANNEXURE-XII(3)

3. DRAWINGS (RTT/VIVEK VIHAR) :



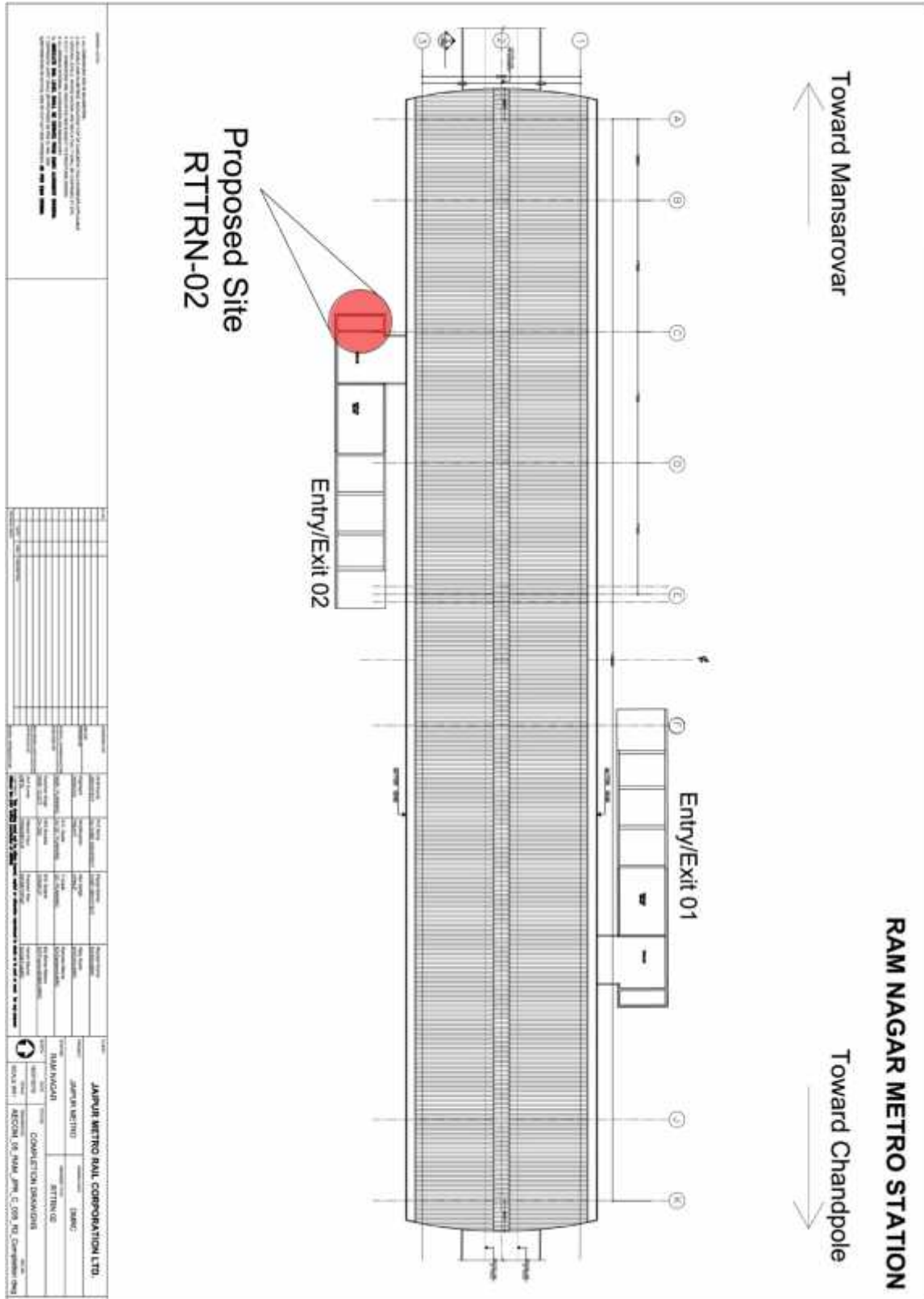
ANNEXURE-XII(4)

4. DRAWINGS (RTT/SHYAM NAGAR) :



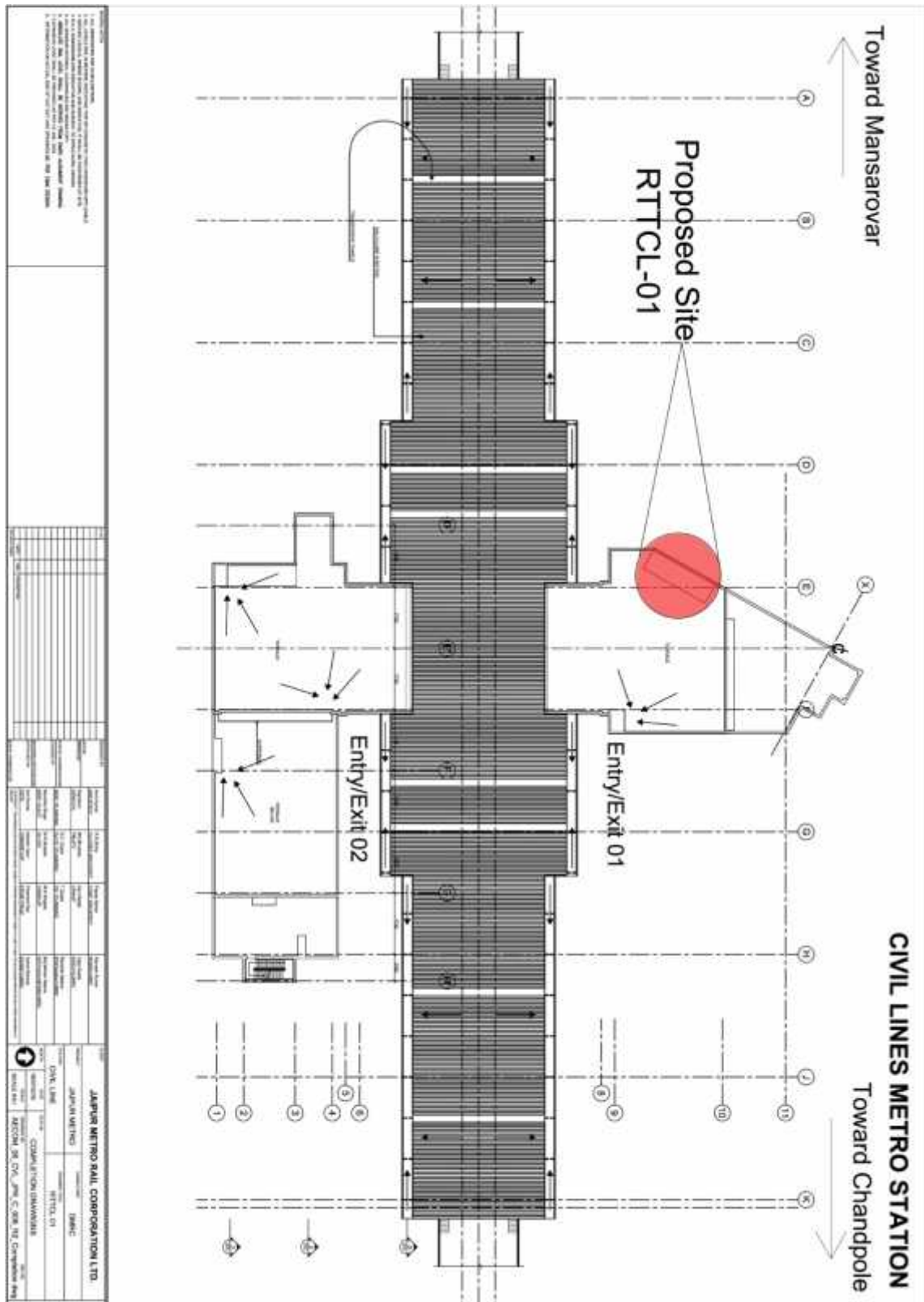
ANNEXURE-XII(5)

5. DRAWINGS (RTT/RAM NAGAR) :



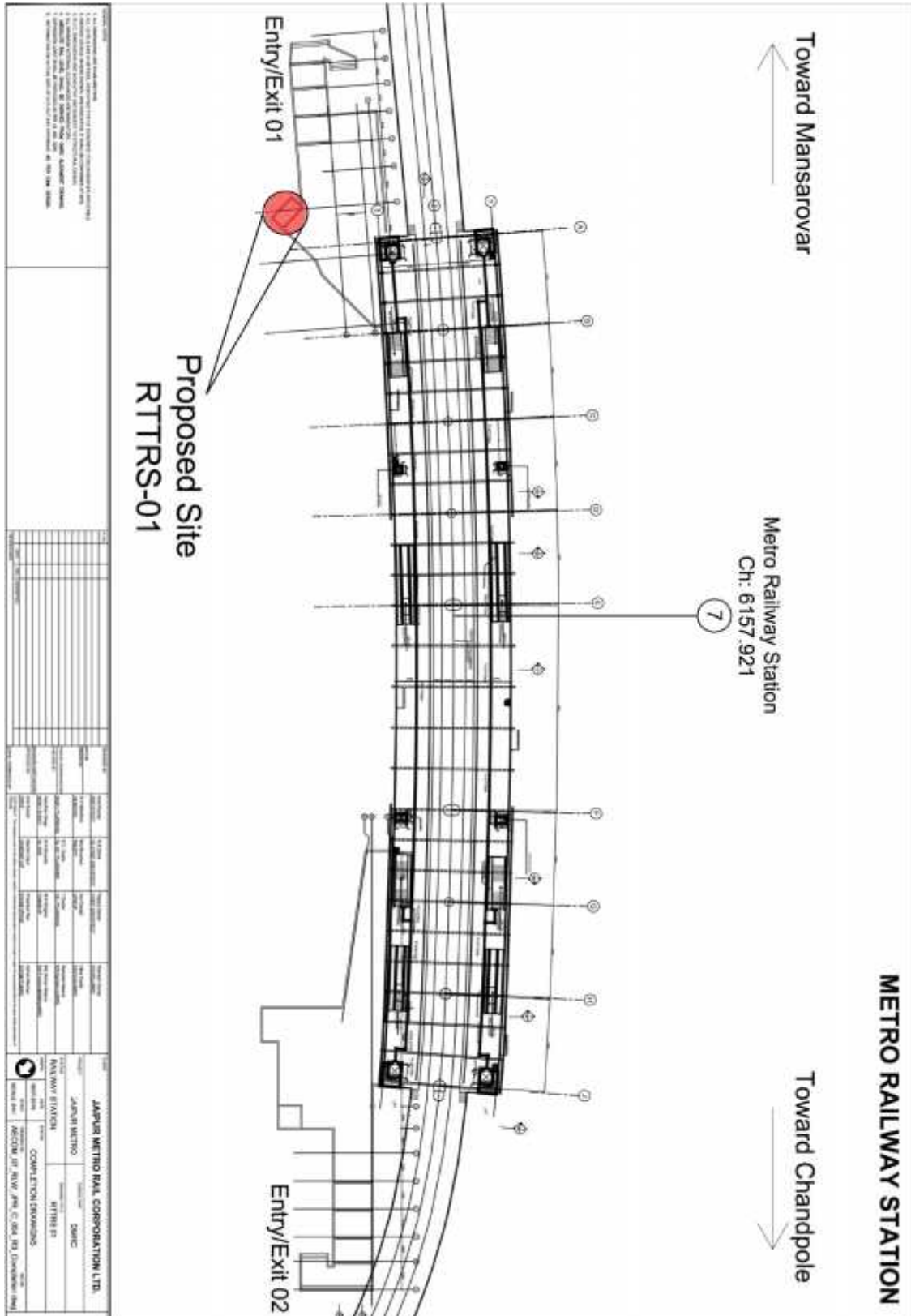
ANNEXURE-XII(6)

6. DRAWINGS (RTT/CIVIL LINES) :



ANNEXURE-XII(7)

7. DRAWINGS (RTT/RAILWAY STATION) :



ANNEXURE-XII(8)

8. DRAWINGS (RTT/SINDHI CAMP) :

