

**Price:** Rs. 5,900  
(Inclusive of GST)

**RFP No.** F.1 (R-102)/JMRC/DC/CLN-B2/2018-19/10

**Dated:** 10<sup>th</sup> August, 2018

**LEASING OF COMMERCIAL SPACE (CATEGORY-B) AT CIVIL LINES  
METRO STATION (NORTH SIDE) FOR PROPERTY DEVELOPMENT**

**[Package – B2]**

**REQUEST FOR PROPOSAL [RFP]**



**Jaipur Metro Rail Corporation Ltd.**  
Corporate Affairs Directorate  
2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C- Scheme, Jaipur (Rajasthan)- 302005  
Website: [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in)  
CIN: U60221RJ2010SGC030630

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## DISCLAIMER

This RFP is neither an agreement nor an offer by the Corporation 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. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Corporation 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 Corporation, 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 to the satisfaction of the bidder. 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 Corporation, 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 Corporation 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 Corporation 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 Corporation is bound to select a bidder or to appoint the selected bidder, as the case may be, for the purpose of this RFP and the Corporation 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 Corporation 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 Corporation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a 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 started its commercial operations on its first line from Mansarovar to Chandpole (Phase 1A) from 3<sup>rd</sup> 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. Phase 1A is of 9.6 km in length, with eight elevated and one underground station, at approximately one km intervals. Phase 1B, a 2.4 Km stretch from Chandpole to Badi Chopar (underground), is under construction at present.
- iv. One of the objective of the company as mentioned in Memorandum of Association (MoA) of JMRC is “To plan, design, develop, construct, maintain and operate restaurants, refreshment rooms, cafeteria, etc., both stationary and mobile, rest rooms, book stalls, shopping malls & shopping/ office complexes, reading rooms, information centers, tourists centers and the like render all facilities and services incidental to, connected with or relating to Mass Transit and other Urban Transport and People Mover Systems of any kind and description.”
- v. Further, as per provisions of the Metro Railways (Operation & Maintenance) Act, 2002, which is applicable in Jaipur, Jaipur Metro administration has powers to develop any Metro Railway land for commercial use and to execute any lease or grant any license in respect of the property held by it.
- vi. JMRC presently has 9 operational Metro Stations having a total retail/business space of more than 8000 Sqm area. A small portion of the retail area has been leased for Bank ATMs. The balance available retail areas/business space(s) are further categorized as below:

**Category-A:** Small retail spaces of more than 3000 Sqm area at different Metro Stations.

**Category-B:** Large retail spaces of more than 5000 Sqm area at 3 Metro Stations, i.e., Railway Station, Civil Lines & Railway Station.

- vii. Jaipur Metro Rail Corporation (JMRC) invites online Bids in single stage two bid system from reputed, established, experienced and financially sound entities to lease out large space of about 160.60 Sqm at street level, 383.30 sqm. at first level and 364.10 Sqm at second level at Civil lines Metro Station (Category – B) towards north side entry/exit (near Passport Seva Kendra) through an open competitive bidding process, for a period of 15 years, extendable for another 5 years, i.e., upto total 20 (Twenty) years, in accordance with terms and conditions set forth in this RFP document. Bid are invited as a whole i.e. combined bid for spaces at street level (ground floor), 1st level (first floor) and 2nd Level(second floor); and bidders are not allowed for different floors separately
- viii. The Civil Lines Metro Station is situated on Jaipur Metro Corridor of Phase 1A and located in the heart of the city. The metro station is adjacent to the Passport Seva Kendra, commercial activity in vicinity area with offices and shops, on main Ajmer Road. The nearby areas are prominent & densely populated areas of Jaipur. The said space is at street, first and second level for commercial development having space for provision of lift.

## 1.2 SCHEDULE OF THE RFP

S. N.	Item	Particulars
i.	Date of Issue of RFP	10.08.2018
ii.	Websites for downloading tender Document and subsequent clarification / modification, if any	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> <a href="http://www.jaipurmetrorail.in">www.jaipurmetrorail.in</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a>
iii.	Cost of Bid Document (Non-Refundable) (Refer Clause 3.6 i)	Rs. 5,900 (including Rs. 900 for GST) (Rupee Five Thousand Nine Hundred Only)
iv.	e-tender Processing Fee (Non-Refundable) (Refer Clause 3.6 ii)	Rs. 1,180 (including Rs. 180 for GST) (Rupees One Thousand One Hundred Eighty Only)
v.	Estimated Annual Lease Rent Amount for First Year of Lease	Rs. 62,55,936 (Rupee Sixty Two Lakh Fifty Five Thousand Nine Hundred Thirty Six Only)
vi.	Estimated Total Lease Rent Amount for 15 Years with escalation @ 6% compounded annually	Rs. 14,56,12,978 (Rupees Fourteen Crores Fifty Six Lakh Twelve Thousand Nine Hundred Seventy Eight Only)
vii.	Earnest Money Deposit (EMD)/Bid Security	Rs. 1,25,500 (Rupees One Lakh Twenty Five Thousand & Five Hundred Only)
viii.	RFP Download Start Date	10.08.2018 (1855 Hrs.)
ix.	<b>Pre-bid Conference*</b>	1130 Hrs on 20.08.2018 at Khanij Bhawan, Udyog Bhawan Premises, C-Scheme, Jaipur
x.	Last date and time of submitting queries /seeking clarification*	23.08. 2018 (Upto 1855 Hrs)
xi.	Tentative date for Replies to Queries by JMRC	31.08.2018 (Upto 1855 Hrs)
xii.	Online Bid submission Start Date / Time	01.09.2018 (From 1800 Hrs)
xiii.	Last date and time of downloading of Bid Document including clarifications/ amendments, if any.	04.10.2018 (Upto 1400 Hrs)
xiv.	Last date and time for online Bid submission	04.10.2018 (Upto 1400 Hrs)
xv.	Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office (Refer Clause 3.8 iv)	04.10.2018 (Upto 1645 Hrs)
xvi.	Date and time for opening of Technical Bid	04.10.2018 (At 1700 Hrs)
xvii.	Date and time for opening of Financial Bid of Technically qualified bidders	Date to be intimated later, subsequent to Technical Bid opening to the Technically qualified bidders through e-procurement website.
xviii.	Website for Online Bid Submission	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
xix.	Bid Validity	180 days from the last date of submission of the Bid.
xx.	Duration of Contract	Fifteen (15) years, extendable to another 5 years, i.e., upto 20 (twenty) years on mutual consent & on existing terms and conditions.

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

### **Note:**

(i) Technical Bids will be opened online on the specified date & time in presence of bidders or

their authorized representative who chooses to attend. In the event of the date specified for bid opening being declared as a government holiday, the due date for opening of bids will be the next working day at the same time and place or on any other day/time, as intimated by the JMRC. **Physical submission of bid is not allowed.**

- (ii) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid opening, etc., shall be notified on above mentioned websites only. **Keep visiting these websites for any subsequent clarifications & modifications.**

### 1.3 ELIGIBILITY CRITERIA OF BIDDERS

S. N.	Eligibility Criteria	Documents required to substantiate the same
i.	<p>The bidder should be:</p> <p>a. A proprietorship firm, or</p> <p>b. A partnership registered under the Indian Partnership Act, 1832 or the Limited Liability Partnership Act, or</p> <p>c. A company incorporated under the Companies Act, 1956/2013.</p> <p style="text-align: center;"><u>And</u></p> <p>Should be in existence since last five financial years i.e., should be registered <b>on or before 31.03.2013.</b></p>	<p>a. Registration certification of the firm / Partnership deed / Certificate of incorporation, LLP agreement etc.</p> <p>b. Articles of Association &amp; Memorandum of Association (If applicable)</p> <p>c. Copy of Bank Statement for last 5 years (certified by bank) in case of Proprietorship Firm.</p> <p>d. Income tax Registration (PAN) copy.</p> <p>e. GST Registration proof.</p>
ii.	<p>The bidder should neither be a black listed firm nor should its contracts have been terminated / foreclosed by any company / government department / public sector organization during last 3 financial years ending 31.03.2018 and during current financial year till date of bid submission, due to non-fulfillment of Contractual obligations.</p>	<p>A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm in the Bid profile (Annexure-III).</p>
iii.	<p><b><u>Net Worth:</u></b></p> <p>The bidder should have net worth of at least Rs. 3.13 Crores as on 31.03.2018 (The net worth is to be calculated as Capital + Free reserves – (minus) Miscellaneous expenditure to the extent not written off.</p>	<p>Bidder is required to give a certificate by its statutory auditor/chartered accountant along with copy of balance sheet along with its schedules (Audited, where audit is applicable else certified by CA) as on 31.03.2018.</p>



iv.	<p><b><u>Turnover:</u></b> The bidder should have average annual turnover of Rs. 6.26 Crores during preceding 3 financial years [F.Y. 2015-16, 2016-17 and 2017-18,]</p>	<p>Bidder is required to present the data as per Annexure-V along with supporting documents for last 3 financial years as mentioned below:</p> <p>Profit &amp; Loss A/c of last 3 years or any other document showing the required turnover of last 3 years, certified by a Chartered Accountant with stamp and signature;</p> <p style="text-align: center;"><b><u>OR</u></b></p> <p>Complete Income Tax Return (ITR) showing the required turnover for last 3 financial years, certified by a Chartered Accountant with stamp and signature.</p>
v.	<p>The bidder should have experience of developing/operating/leasing (commercial spaces) of at least 1000 Sqm in last 3 financial years, (i.e., since 01.04.2015 &amp; up to the date of Technical Bid submission)</p>	<p>Bidder is required to submit the details as per Annexure-IV along with supporting document(s)/ Certificate(s) as proof of developing/operating/leasing of the commercial space mentioning:</p> <ol style="list-style-type: none"> <li>1. Period/date of the contract/ work/ License/Lease, and</li> <li>2. Area of Space operated/ developed/ leased /licensed.</li> </ol>

**Note:** All the documents as per requirement of the RFP must be in the name of bidder only. In case of any query (ies), following JMRC officer may be contacted:

*Joint General Manager (Revenue), JMRC,  
2nd Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C-Scheme, Jaipur-302005.  
Tel. No.0141- 2822297  
Email: [jgmrev@jaipurmetrorail.in](mailto:jgmrev@jaipurmetrorail.in)*

All bidders interested to participate in the bidding are advised to go through this RFP document and submit their most competitive bid online.

**Director (Corporate Affairs)  
Jaipur Metro Rail Corporation**

## 2. DEFINITIONS

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

- **“Agreement”** or **“License/ Lease Agreement”** means the Contract / License/Lease Agreement to be executed between JMRC and successful bidder, subsequent to the Letter of Acceptance;
- **“Addendum/ Amendment”** means any written amendment / addendum / corrigendum to this RFP, from time to time issued by JMRC to the prospective bidders;
- **“Applicant(s)/ Bidder(s)”** means interested bidder(s) submitting a proposal pursuant to this RFP;
- **“Authority”** means Jaipur Metro Rail Corporation Limited (JMRC);
- **“Agency”** shall mean the successful bidder or lessee with which JMRC signs Lease Agreement for the activity of property development and/or retail business in furtherance to this bidding process;
- **“Authorized Signatory”** means the person(s) authorized thorough Power of Attorney and/or Board Resolution to sign the bid & documents on behalf of the bidder organization.
- **“Business Space”** shall mean the total space proposed to be leased out to successful bidder pursuant to conclusion of this RFP process;
- **“Bid”** shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal, EMD and other documents submitted by a bidder in response to and on the terms and conditions contained in this Bid Document / RFP;
- **“Bid Document”** shall mean this RFP document, including all - attached hereto and any addenda issued in accordance with the terms hereof;
- **“GCC”** shall mean General Conditions of Contract which is available on JMRC’s website.
- **“JMRC/ JMRCCL/ Jaipur Metro/ Corporation/ Metro”** means Jaipur Metro Rail Corporation Limited;
- **“Jaipur Metro Phase 1A”** means the Jaipur Metro Phase 1A - from dead end of Mansarovar Metro Station to Chandpole Metro Station(including Mansarovar depot) (approx. 9.6 KMs);
- **“Letter of Acceptance (LoA)”** 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;
- **“Lease”** shall mean the lease granted under the Lease Agreement to undertake the activity of property development sub-leasing and/or operating the business space pursuant to this RFP;
- **“Lessee”** shall mean the successful bidder with which JMRC signs Lease Agreement for the activity of retail business in furtherance to this bidding process;
- **“Lease Rent”** means the amount payable by the Lessee to JMRC as per rates offered by the selected bidder for utilization of leased space for retail business pursuant to this RFP and

accepted by JMRC to be paid by the Licensee/ Lessee along with other charges and any kind of GST, local levies, statutory dues, etc. that may be payable by the Lessee as per prevalent law;

- **“NTP”** means notice to proceed, i.e., letter to be given to successful bidder authorizing to start its operations subsequent to signing of agreement pursuant to this RFP;
- **“Permits” shall mean and include** all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities;
- **“Proposal(s)”** shall mean a valid, final and binding offer comprised of Technical Proposal, Financial Proposal, Earnest Money Deposit and other documents as required under this RFP to be part of the bid/ proposal submitted by the respective bidders, in response to and on the terms and conditions contained in this RFP;
- **“RFP”** means this Request for Proposal“ for leasing of business/commercial space at Civil Lines Metro Station (Street, first level and second level) pursuant to this RFP;
- **“Space(s)/ Retail/ Commercial Space(s)”** means the business spaces identified/ planned/ used for commercial purpose pursuant to this RFP;
- **“Sub Lessee”** means an entity to which developed space is Leased by the Lessee in part or full, subsequent to signing of agreement pursuant to this RFP process;
- **“SHE Manual”** shall mean JMRC Safety, Health & Environment Manual as available on JMRC website.
- **“WEBSITE”** shall mean Jaipur Metro Website with domain name [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in) or <https://transport.rajasthan.gov.in/jmrc>.

### 3. INSTRUCTIONS TO BIDDERS

#### 3.1 GENERAL INSTRUCTIONS

- i. This 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.
- ii. The bidders are advised to explicitly read Metro Railways (Operations & Maintenance) Act, 2002 and rules made thereunder, 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>, <https://transport.rajasthan.gov.in/jmrc> & state procurement portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and General Condition of Contract (GCC) & SHE Manual, available on Corporation's website <https://www.jaipurmetrorail.in> and/or <https://transport.rajasthan.gov.in/jmrc> before submitting the Bid. By submitting the Proposal, the bidder agrees to all the points included in the scope of lease/ RFP, relevant terms & conditions mentioned in the GCC & SHE Manual and to adhere to the relevant provisions of Act & rules referred above.
- 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 bidder will have to satisfy himself/herself/themselves that the space is suitable for doing business as per the terms of this RFP.
- 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/Licensee/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 date and time 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/ variable offer or scheme etc. Bids containing such offers will be summarily rejected.
- ix. Bids complete in all respects must be submitted online not later than the date and time indicated in the schedule (clause 1.2). JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the schedule and in that case all rights and obligations of JMRC and the bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- 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 License.

- 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 :—
- xii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- xiii. 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.
- xiv. Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) is non-responsive.
- xv. Fails to provide clarifications related thereto, when sought.
- xvi. JMRC, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- xvii. 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;
- xviii. consult with any bidder in order to receive clarification or further information;
- xix. retain any information and/ or evidence submitted to the JMRC by, on behalf of, and/ or in relation to any bidder; and/ or
- xx. 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.
- xxi. 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.
- xxii. No further discussion /interface will be held with the bidders whose bids have been Rejected/ Disqualified / Technically Disqualified.
- xxiii. Any Bid not accompanied by valid Earnest Money Deposit (Bid Security), e -tender processing fee and the cost towards Bid document, in acceptable form will be liable to be treated as being non-responsive.
- xxiv. 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.
- xxv. 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, SHE manual & GCC, Metro Railways (Operations & Maintenance) Act, 2002 & Rules made there under, including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) above referred documents, Acts & Rules will be at the bidder's own risk & responsibility.
- ii. Bidders are advised to carry out extensive survey of earmarked space and analyze the space at their own cost, before submitting the Bid. The bidders must familiarize themselves with the spaces available for business prescribed in this RFP of JMRC, visit the Station & take note of the extra precautions to be taken in operation/ development of the space.
- iii. Bidders are required to verify the information given in respect of area; locations etc. and seek clarifications, if any, from JMRC before submitting the bid.
- iv. Most of the information about JMRC is available in public domain and accessible by everyone. The prospective bidders are advised to study the information in public domain & seek more & more information if needed and familiarize themselves with it. Accordingly, any claim related to lack of information shall not be entertained.

### 3.3 PRE-BID CONFERENCE

- i. For the purpose of providing an opportunity to the prospective bidders 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 No. 1.2 of this RFP.
- ii. Bidders are advised to visit the sites / station to get specific idea about the commercial space and familiarize themselves with the proposed arrangements & all activities necessary in this regard before submission of bid. Further, the pre-bid conference is organized so that bidders can have an idea of the terms & conditions make any query or discuss the details.
- iii. Queries / request for clarification should be submitted through e-mail or in writing by the date & time prescribed in Notice Inviting Bids and the same received after the date & time prescribed may not be taken into consideration.
- iv. The post conference queries regarding this RFP, may be addressed to :

*Joint General Manager (Revenue), JMRC,  
2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C-Scheme, Jaipur - 302005.  
Tel. No.0141- 2822297, Email: [jgmrev@jaipurmetrorail.in](mailto:jgmrev@jaipurmetrorail.in)*

- v. Further, even after pre-bid conference, if any prospective bidder is interested in site visit he may send such request to JGM (Revenue) on email id: [jgmrev@jaipurmetrorail.in](mailto:jgmrev@jaipurmetrorail.in) & [revenue.ca@jaipurmetrorail.in](mailto:revenue.ca@jaipurmetrorail.in).



### 3.4 CLARIFICATION / AMENDMENT /ADDENDUM

- 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/ clarifications.
- ii. Any addendum/corrigendum/amendment or responses to the queries, thus issued will be sent in writing through the official websites of JMRC, i.e., <https://www.jaipurmetrorail.in>, <https://transport.rajasthan.gov.in/jmrc>; State Public Procurement Portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and/or state e-procurement portal <https://eproc.rajasthan.gov.in>. Prospective bidders are advised to keep visiting these websites regularly for updates.
- iii. In order to offer 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 date and time 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. A signed copy of the same needs to be submitted along with the RFP in technical bid.
- vi. Request for clarifications shall be furnished in the following format:

S. No.	RFP Clause/ Annexure Reference No.	Subject/Title	Query / Clarification sought

- vii. Verbal clarifications and information given by JMRC or its employees or representatives shall not in any way or manner be binding on the JMRC.

### 3.5 DETAILS OF AVAILABLE COMMERCIAL SPACE AND BASE RATE

- i. The spaces as described in this RFP are at street level, first level, and second level. The retail space is on the main Ajmer road having entry from metro station north side main gate as well as it is also accessible from the side entry for setback area.
- ii. The space located in heart of city, near commercial spaces such as passport office, banks, mall, offices, shops, hotel, restaurants, apartments, high class residential area and paying guest accommodation in nearby area making very easy access to all.
- iii. The space is also suitable for corporate office. Since the traffic is increasing day by day employees can get direct connect to office through best public transport of metro rail.
- iv. There is ample space at every floor with sufficient double roof height. The roof height can be utilized for maximum use by utilizing even as mezzanine floor within the available space.
- v. There is provision of space for lift. The lessee will be allowed to install and operate lift in this space at its own cost. Fire fighting systems are already installed. The lessee shall further extend the fire fighting system as per requirement.

- vi. In setback area another entry point can be made by lessee where some parking space for two wheelers is also available, which can be utilized for staff vehicle parking.
- vii. The indicative details of retail spaces are available in the drawing at Annexure- XIII A, XIII B and XIIC.
- viii. Accordingly, tentative area of retail spaces available at Metro station under this package is described & summarized in the table below:

Retail space code	Approx. size of the retail space (Square Meter)	Level	Base Rate of Lease Rent (Rs. Per Square meter/month)	Estimated Lease Rent/Month (Rs) #
RSCL01	160.6	Street Level	640	1,02,784
RM1CL1	383.3	First level	560	2,14,648
RM2CL1	364.1	Second Level	560	2,03,896
<b>Total</b>	<b>908</b>		<b>Total</b>	<b>5,21,328</b>

# excluding taxes, as applicable.

- ix. Bidders will have to quote lease rent in terms of percentage above or below of the Base Rate.
- x. The Lessee shall pay the lease rent for the Leased space to JMRC as per accepted rate.
- xi. The area indicated above & in the drawings at Annexure-XIII A, Annexure-XIII B & XIII C are indicative and the same shall depend upon the actual measurement at the site which may vary upto 25% of total space. However, this is minimum available space which JMRC will hand over subject to actual availability at site and technical feasibility.
- xii. The area to be counted for calculation of lease rent is carpet area excluding the lift and staircase area.

### **3.6 COST OF BID DOCUMENT (TENDER FEE) AND E-TENDER PROCESSING FEE**

- i. The complete bid document can be downloaded for online submission from the website <https://eproc.rajasthan.gov.in>. Cost of Bid Document (Tender fee), i.e., Rs. 5,900 (Rs. Five thousands Nine Hundred only) inclusive of GST (Rs. 900), 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** Rs. 1,180 (Rs. One Thousand One Hundred Eighty only) inclusive of GST (Rs. 180) shall be paid in the form of Demand Draft/ Bankers Cheque 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) of Rs. 1,25,500 (Rupees One Lakh Twenty Five Thousand Five Hundred Only) in the form of Demand Draft/ Bankers Cheque on any Scheduled Bank drawn 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 210



days from the Last date of Bid submission) in the format enclosed at Annexure-VIII drawn on any Scheduled Bank (having its branch in Jaipur) in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur.

- ii. The Bid Security / EMD shall be deposited in JMRC office as prescribed in Clause 3.8 (iii).
- iii. Any Bid not accompanied by valid Bid Security / EMD in acceptable form will be treated as being non-responsive & shall be summarily rejected.
- iv. The Bid Security / Earnest Money Deposit shall be forfeited in the following cases:
  - 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 issuance of LoA;
  - c. when the bidder does not deposit the performance security within the specified period issuance of LoA; and

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

- v. The Bid Security/ EMD of successful bidder may be adjusted against Performance Security Deposit/ Advance Lease Rent/Upfront non refundable deposit or shall be refunded after deposition of the Security Deposits/ Advance Lease Rent/Upfront non refundable deposit; as the case may be.
- vi. The Bid Security/ EMD shall be returned promptly after the earliest of the following events, namely:
  - a. the expiry of validity of bid security;
  - b. the execution of Lease Agreement and furnishing of full performance security deposit by the successful bidder;
  - c. the cancellation of the tendering process.
- vii. 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).
- viii. The bid security/EMD of unsuccessful bidders will be refunded/returned within 30 days after signing of the Lease Agreement with the successful bidder 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>, <https://transport.rajasthan.gov.in/jmrc> and state procurement portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in).

**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 bids shall not be entertained and be summarily rejected.**

- iii. Bidder (authorized 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. In addition to this, DD/ Bankers Cheque /BG for Tender Fee, e-tender Processing Fee and EMD must be submitted physically at the following address of JMRC **with a covering letter mentioning therein the details & name of the RFP**, by the scheduled date and time as per schedule prescribed in Clause 1.2.

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

In absence to physical submission of the DD/ Bankers Cheque / BG for Tender Fee, e- tender Processing Fee and EMD in JMRC office by due date & time, the Bid shall summarily be rejected.

- iv. 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.
- v. Utmost care must 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. The uploaded files that are unable to download, or corrupted, or password protected, or virus/malware infected, or the likes, shall not be accepted and the bid shall be liable to be rejected.
- vi. A single-stage two bid 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 with Annexure of RFP duly filled in support of eligibility and scanned copy of DD/BG for EMD, tender fee and e-tender processing fee. **Apart from being digitally signed, all the documents should be signed and stamped on each page, before scanning, by the authorised representative of the bidder.**

All the applicable Annexure 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-XIV. 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.
- ii. The same XLS/ XLSX file is a password protected file. Don't unprotect the file.
- iii. Fill "**Bidder's Name**" & quote **percentage above or below** in Green back- ground cells in the downloaded Financial Bid format. Don't fill-in other colour cells.
- iv. Validate the above sheet and save the same file in your computer and upload this duly filled file.

Note:-

- i. Rate quoted should be all inclusive for carrying out activities as detailed in the scope of license. It is to be noted that GST and any other taxes, as applicable shall be chargeable extra as per the prevailing rate and rules and shall be borne by the bidder separately.
- ii. While quoting rates in financial bid, the bidder must take into account existing tax structure as on last date of bid submission and later on no claims as issues regarding misinterpretation of tax liability, etc., shall be entertained and the same shall be liability of the successful bidder.

**3.9 EVALUATION OF BIDS**

- i. The bids will be opened online on website at the date and time, place as specified in the Clause 1.2 (schedule of the RFP) 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 evaluated as per the eligibility criteria set forth in this RFP document.
- iii. Financial Bids will remain unopened until the evaluation of technical bids. The Financial Bids of only those bidders who clear Technical evaluation stage will be opened & evaluated. The time and date of opening of Financial Bids shall be communicated to technically qualified bidders through state e-procurement portal <https://eproc.rajasthan.gov.in>. The technically qualified bidders may attend the opening of the Financial Bid, if they so desire.
- iv. The bidders or their authorized representatives who want to be present to witness the

Signature of the Authorized Signatory of the Bidder

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

- v. The **financial evaluation shall be done on percentage above (excess) or below (less) of base rate of lease rent as quoted by bidders in Column No. 6** of Financial Bid / BOQ. Out of these, the bidder whose quote of rate in percentage is highest will be finally selected and adjudged as the successful bidder, subject to reasonability of rates.
- vi. In case two or more responsive bidders have quoted the same rate in % excess/less of base rent, which is also the highest rate 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 in physically sealed envelopes.
- vii. In case two or more responsive bidders again quote the same rate 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 bidder for respective bid whose offer is highest, shall be declared as successful bidder. The date and time of auction will be notified to the concerned bidders.
- viii. 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.
- ix. Notwithstanding anything contained in the RFP Document, the Authority reserves the right to (i) accept any Bid not necessarily highest, (ii) reject any Bid, (iii) reject all Bids and annul the bidding process, without assigning any reason at any point of time before issuance of a Letter of Acceptance, without incurring any liability.
- x. 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.
- xi. 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 & SECURITY DEPOSIT**

- i. Prior to the expiry of the period of validity of the Bid, the successful bidder 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.
- ii. Upon receipt of the “LOA”, the successful bidder(s) shall return one copy of the LOA duly signed and accepted and stamped by its authorized signatory **within 10 working days** from the date of issue of LOA and submit security deposits /upfront non refundable amount **within 30 days** from the date of issue of LOA, as below:
  - a **Performance Security Deposit** equal to 6 month of accepted monthly lease rent applicable for the 1<sup>st</sup> year of Lease, in the form pledged fixed deposit from scheduled

commercial bank or Bank Guarantee (Annexure-IX) from any scheduled bank ( having its branch at Jaipur) in favour of Jaipur Metro Rail Corporation Ltd. The Bank Guarantee for performance security deposit should remain valid upto a period of 189 months from the date of issue of PBG. The Performance Security is to ensure due performance of all obligations of the Lessee under the Contract against an event of default by the Lessee and/or any material breach of its obligations there under.

- b. **Installation Security** equal to 3 month of accepted monthly lease rent applicable for the 1<sup>st</sup> year of the lease, in the form pledged fixed deposit from scheduled commercial bank or bank guarantee (Annexure-X) from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd. The installation security is to ensure that there is no damage to the JMRC assets during installations/ fabrications/ finishing works in leased space by the Agency. **The Bank Guarantee for Installation Security Deposit shall be kept valid for a period of 9 months (Nine months) from the date of Issue of Bank Guarantee.** In case of delay in installation, agency will have to extend the validity of Installation Security for a period as per the requirement of JMRC.
- c. An upfront one time amount equivalent to first 6 months lease rent (plus taxes, as applicable) in the form of demand draft in favour of Jaipur Metro Rail Corporation shall be deposited by the Lessee within 30 days of issue of LoA. The Invoice shall be issued by JMRC immediately after issue of LoA. This amount can also be transferred to JMRC's Bank Account through RTGS/NEFT & details be sent to JMRC. This upfront amount shall be **non refundable**.

For the purpose of calculation of security deposits and upfront one time amount, the size of leased area mentioned in the LoA shall only be considered and the amount of security deposits and upfront one time deposit will not change even after variation of leased area in the NTP.

- iii. The Security Deposits can also be deposited in the form of DD/ Banker's Cheque of scheduled bank drawn in the favour of Jaipur Metro Rail Corporation Limited, payable at Jaipur.
- iv. The Security Deposits shall not carry any interest during the tenure of the Lease.
- v. The Performance Security Deposit shall be refunded at the end of full term of Lease period after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after the site is handed over to JMRC without any hindrances.
- vi. The installation Security Deposit shall be returned without any interest, after completion of initial installation/ fabrication/ finishing works in the leased space or after 6 months from the date of issue of NTP, whichever is later, after adjusting the cost of damages to JMRC properties, if any.
- vii. After measurement at site & approval of development plan submitted by Lessee and after deposition of upfront one time deposit amount & all security deposits, NTP shall be issued by JMRC, with handing over the possession of the commercial space to the Lessee.
- viii. Lease Agreement on a non-judicial stamp paper of appropriate value as per Stamp Act, as

per format at Annexure -VI shall be executed between the successful bidder and JMRC within 10 days of issue of NTP. The agreement shall be registered with Stamp & Registration authority of GoR in Jaipur within 30 days of issuance of NTP. The original copy of the Agreement shall be retained by JMRC and the copy of the same shall remain with Lessee.

- ix. The cost of Stamp Duty for execution/ registration of Lease Agreement and any other related Legal Documentation charges / incidental charges shall be borne by the successful bidder only.
- x. The selected bidder shall not be entitled to seek any deviation, modification or amendment in the Lease Agreement.
- xi. Till the signing of the Lease Agreement, the LoA shall form a binding contractual agreement between JMRC and the successful bidder(s) as per terms of this RFP.
- xii. If the bidder fails to deposit the required Security Deposits and/or upfront deposit amount or to execute the agreement within the specified period without any intimation to JMRC, such failure will be treated as a breach of the terms and conditions of the 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. Any request for extension of time for deposition of security deposits/ upfront deposit amount shall be made in writing with due justification and it shall be at the discretion of JMRC to accept or reject such request. Such request, at the discretion of JMRC may be accepted with imposition of penal surcharge as per following:

<b>Days of payment from date of issue of LoA</b>	<b>Penal charges to be submitted in form of DD / Bankers cheque (Non-refundable)</b>
Up to 30 days	Nil
31 <sup>st</sup> day to 35 <sup>th</sup> day	0.1% flat of the approved lease rent of first year as per LoA
36 <sup>th</sup> day to 41 <sup>st</sup> day	0.2% flat of the approved lease rent of first year as per LoA
42 <sup>nd</sup> day to 50 <sup>th</sup> day	0.5% flat of the approved lease rent of first year as per LoA

- xiii. Penal charges shall be levied on total delay in days at corresponding rate as mentioned above.
- xiv. JMRC shall have the right to invoke and en-cash the amount of Security Deposits in whole or in part, without notice to the Lessee in the event of breach of this Agreement or for recovery of liquidated damages or penalties.
- xv. JMRC shall reserve the right for deduction of JMRC dues from the Performance Security Deposit at any stage of agreement, i.e., currency/ completion/ termination/ surrender, against:
  - a. Any amount imposed as penalty and adjustment for all losses/ damages suffered by JMRC for any non-conformity with the terms & condition of the agreement.
  - b. Any amount for which JMRC becomes liable to the Government/Third party due to any default by any employee / agent of the Lessee.
  - c. Any payment/ fine imposed under the order/judgment of any court/ consumer forum or



law enforcing Lessee or any person working on behalf of the Lessee.

- d. Any other outstanding JMRC's dues/ claims, which remain outstanding after completing the course of action as per this Lease Agreement.
- xvi. JMRC shall retain the right to withdraw the LoA in the event of the successful bidder's failure to accept the LoA within the limit specified. In that event, JMRC shall forfeit the Bid Security of the successful bidder. The bidder shall not seek any claim, compensation, damages or any other consideration whatsoever on this account.
- xvii. In case of non-acceptance of LoA or non deposition of security deposit(s) by the successful bidder, even after 50 days of issue of LoA and/ or non signing of agreement within permissible time, JMRC shall cancel the LoA and may award the contract to the bidder next in the ranking, at its discretion.
- xviii. For leasing of any additional area identified by the Lessee and agreed by Lessor on the same floor of commercial space, within 15% of variation limit, a separate lease agreement shall be executed after deposition of additional performance security/installation security/ advance quarterly lease rent/ upfront non refundable deposit; as applicable.

#### **4. SPECIAL CONDITIONS OF CONTRACT (SCC)**

##### **4.1 OBJECTIVE OF THE LEASE**

- i. To augment non-operational revenue of JMRC through leasing out commercial space.
- ii. Position Jaipur Metro as a most sought after location for commercial space.
- iii. Contribute to the aesthetical view of the Jaipur Metro through high quality business/ commercial spaces comparable to world class Metro Railways and Airports.
- iv. Provide value to the corporate who operate/use the commercial space.

##### **4.2 PRELIMINARY PLAN & NOTICE TO PROCEED (NTP)**

- i. Lessee shall submit plan for development of commercial space as per RFP within 45 days of issuance of LoA. The plan of development of commercial space shall be subject to the approval by JMRC. However, subsequently after issue of NTP or otherwise, additional plans or amendment in the plans can be submitted in parts for approval as & when required.
- ii. In the preliminary plan, the Lessee shall inter-alia, submit details as to development of leased spaces, their sizes and type of activity planned out there along with necessary and relevant details like drawing, maps & 3D view photographs, electrical plan, sewerage plan, five system plan, earthing plan, etc. The Lessee is expected to use innovative methods of development of space for commercial use. The end use of commercial spaces by the lessee as per market requirement except for prohibited items/ activities as per law of land.
- iii. The preliminary plan shall be discussed first internally within JMRC and then with the lessee. JMRC shall not unnecessary interfere in the development plan of the lessee. JMRC will have the right to approve the Lessee's preliminary plans with such changes, as it may find necessary from aesthetics & passenger safety point of view, after discussions with the lessee and compliance of all such changes and modifications in the preliminary development plans as suggested by JMRC shall be mandatory for the Lessee. The Lessee shall submit

final development plan with all the details, maps & 3D views, to JMRC within 15 days from JMRC's communication requiring modifications.

- iv. In case the Lessee delays submission of preliminary development plans or final plan within stipulated time, the rent free grace period will be reduced by the period of delay in submission of the Plan. In case the lessee fails to submit the preliminary plan even after 90 days of issue of LOA or fails to submit final plan within 30 days of JMRC's communication to it, seeking changes/modifications/ additional information, JMRC shall have rights to terminate the contract & forfeit the EMD/ Security deposits/ other deposits or advances available with it.
- v. Before approval final development plan & issue of NTP, a joint measurement of the space shall be carried out by the representation of JMRC & successful bidder. If there is any variation in area, the lease rent shall be charged on pro-rata basis as per actual area. The actual area of business space for which lease rent shall be chargeable, shall be worked out based on following criteria:
  - a. Measurement of actual area of space shall be the area of built up spaces as marked in the drawing and worked out based on inner dimensions of the covered area including the staircase area inside retail space and excluding the vent, shafts, utility ducts, etc. which are not being used for commercial activities.
  - b. In case of difference of opinion as to the quantum of actual area, decision of JMRC will be final and binding. The Lessee voluntarily and unequivocally agrees not to seek any claim of compensation or any other consideration on this account.
- vi. Subsequently, after deposition of upfront amount, security deposit and measurement at site, Notice to Proceed (NTP) shall be issued by JMRC, along with the approval of first development plan. The site/ commercial space shall be treated as deemed handed over to the lessee from the date of issuance NTP.
- vii. Even after issue of NTP, JMRC will have the right to suggest changes, as it may find necessary and compliance of all such changes and modifications in the plan as suggested by JMRC shall be mandatory for the Lessee.
- viii. After issue of NTP, the work at site can be started after clearance of all statutory obligations / requirements as per law/rules of the land. If any approval is required to be taken from any authority for carrying on the business, the same is the sole responsibility of the Lessee.
- ix. The Lessee shall be given lease rent free grace period of 90 (Ninety days) from the date of issue of NTP for development of commercial space. This grace period shall be applicable in case the lessee has submitted preliminary/ final plan in stipulated time frame.
- x. In case the area handed over in NTP is less than the area mentioned in the LoA, excess security deposits, additional performance security/ advance quarterly lease rent/ upfront non refundable deposit/ installation security deposit; as the case may be, shall be refunded/ adjusted, accordingly.

#### **4.3 SCOPE OF LEASE**

- i. The Details of commercial space(s) are as prescribed in clause 3.5 & Annexure XIII of RFP.



The space without flooring at street level, first level and second level and walls without internal finishing shall be provided by JMRC for development and use as commercial/business space on “as is where basis is”.

- ii. The selected bidder shall have rights to use the leased out space(s) to install, manage, operate, maintain, market and sublet/ sub-lease in respect of the authorised commercial spaces at Jaipur Metro Civil Lines Street, first and second level as per this RFP and as per approval conveyed through NTP.
- iii. The Lease Rent shall be chargeable for the area handed over to the successful bidder along with the NTP and thereafter in addendum, if any.
- iv. The proposed commercial spaces at the station shall be developed & furnished by the lessee at its own cost, using high quality & non fire hazard materials and the same shall be available for utilization by end users as commercial space as per terms & conditions of the contract.
- v. The commercial space shall exclusively belong to the JMRC, without creating any right, title or interest of whatsoever nature in the said spaces in favour of the successful bidder.
- vi. The lease herewith granted shall not be construed in any way as giving or creating any other right in favour of the Lessee but shall be construed to be only as a lessee in terms & conditions herein contained. No permanent interests or lien of whatever nature is allowed to be created on the leased spaces.
- vii. Only Lessee or the person authorised by the Lessee shall be allowed to use the business space during the lease period subject to payment of Lease rent & other charges regularly and adhering to its obligations under the terms and conditions of this RFP and the consequential Lease Agreement.
- viii. The Lessee will have the right to use the space for its business as specified in this RFP or can sub-lease the space to end user. However sub lessee shall not be allowed to further sublet/sub lease the retail space.
- ix. In exceptional circumstances, JMRC reserves its right to withdraw some space approved from the leased space due to any unavailable reason. The Lessee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Lessee shall vacate such space within a period of 45 days from such intimation.
- x. Gas based cooking may be allowed in future on case to case basis; depending upon certain restrictions and clearance from appropriate agencies.
- xi. Access to the JMRC systems (paid area) shall be through smart cards as per prevailing charges. All the Lessee’s personnel shall be required to possess ID card while working in the JMRC’s premises.
- xii. Lessee shall be required to execute all works as required for the commercial use in the Leased Space(s) without damaging any loads bearing / structural members and any services / utility etc. The works to be executed by Lessee shall include but shall not be limited to the following:

- a. All internal finishing works including internal partitions, doors, flooring, plastering, painting, etc.
  - b. Construction of toilets and pantry including internal partition, plastering, dado work, flooring, internal fixtures, plumbing and connection with outlet provided both for water supply and drainage.
  - c. Distribution of water line and installation of electricity line & fittings within leased space including installation of meters, switches, air conditioner, storage and water purification system, etc., after taking all the approvals. In case additional space for AC Plant and water storage, etc. is required it shall only be provided at ground floor on chargeable basis, if technically feasible and space is available.
- xiii. The Lessee will be allowed to carry out any alterations or renovations within the demarcated space but without in any way altering or damaging the main/shell structure of the said spaces. The Lessee is supposed 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.
- xiv. Staircases at street level are to be used by the Lessee, its customers between street, first and second level retail space.
- xv. There operational hours of retail area(s) shall not be specified by JMRC as the retail space(s) are accessible from the road 24 hours.
- xvi. The lessee shall be allowed to put advertisements inside leased space as per followings:
- a. The lessee shall be allowed to put advertisement of his own firm/company/product and not of any other person/firm/company inside leased space including on the external walls of interior partition/ outside glass walls, which are visible to customers.
  - b. The lessee will be allowed to put a signage of 3\*2 sq ft height at suitable place outside the leased premises visible from main road displaying the name of lessee or its operator / sub lessee or its user indicating about the name of leased space & direction and items being sold / services being provided. Further, the lessee will be allowed to display its name on glass entry gates ( on the whole glass) & on the space above glass gates (Maximum size of 3\*10ft each) for the said leased commercial space.
  - c. No advertisement in any format shall be permitted of any firm/company/product of other than the lessee.
  - d. JMRC shall not unreasonably interfere with the signage/ advertisement plan inside the leased space. Inside leased space, the Lessee can plan advertisements of 3<sup>rd</sup> party also, but these should not be visible from outside/ roadside. However, JMRC reserves the right to refuse or to suggest any alternation for the advertisement placed inside the leased space due to aesthetic, safety & security reasons.
  - e. Placement of signage/ advertisement at any non approved locations shall attract a penalty of Rs.5000 per signage/ advertisement on the first occasion and Rs.50,000 per signage/ advertisement on the second occasion. In case of persistence default, JMRC reserve the right to terminate the agreement with forfeiture of the security deposits and advance lease

rent paid in its favour.

- f. Lessee shall follow the law of the land regarding advertising and display of signage boards and shall strictly comply with provisions regarding, including but not limited to, national emblem and symbols, flag code, decent representation of women, public morality, communal harmony etc.

#### **4.4 RIGHTS AND OBLIGATIONS OF THE LESSEE**

- i. The Lessee's rights & obligations shall include the following, in addition to and without prejudice to other obligations under this Agreement:
  - a. to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities;
  - b. to operate and maintain the Leased Area at all times in conformity with this Lease Agreement;
  - c. to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of activities of lessee, any of its agents, contractors, sub-lessee, etc.;
  - d. to take all reasonable steps to protect the environment (both on and off the Leased Space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per applicable laws and applicable permits;
  - e. to duly supervise, monitor and control the activities of contractors, agents, sub lessee etc., if any, under their respective Lease Agreements as may be necessary;
  - f. to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
  - g. not to permit any person, claiming through or under the Lessee, to create or place any encumbrance or security interest over whole or any part of the Leased Space or its assets, or on any rights of the Lessee therein or under this Agreement, except as expressly permitted in this Agreement;
  - h. The lessee shall ensure that the area inside the leased space & surrounding shall remain always clean to keep the Leased Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station, Commuters or JMRC's activities;
  - i. at all times, to afford access to the Leased Space to the authorised representatives of JMRC, other persons duly authorised by any Governmental agency having jurisdiction over the business at Leased Space, to inspect the Leased Space and to investigate any matter within their authority and upon reasonable notice;
  - j. to comply with the contract requirements and hand over the Leased space to JMRC upon Termination of the Agreement;
  - k. to ensure that no foul/ unpleasant smell shall spread out from the spaces of the Lessee;
- ii. To ensure that its equipment does not interfere with the function of JMRC's equipments

installed at the station. The Lessee is advised to obtain prior written consent from JMRC for installing such equipments. However, JMRC reserves the right to refuse installation of the equipment or to direct the lessee for removal of equipment even after installation, if it is of the opinion that the Lessee's equipment shall interfere with the metro installations.

- iii. The Lessee shall be solely and primarily responsible to JMRC for observance of all the provisions of Lease Agreement on behalf of its employees and representatives and any person acting under or for and on behalf of the Lessee; contractor (s)/ sub lessee appointed for the Leased Space as fully as if they were the acts or defaults of the Lessee, its agents or employees.
- iv. The lessee shall arrange CCTV & other devices for security clearance, fire safety, electrical safety and food safety clearance, etc., from concerned respective authorized Agency, at its own cost, and submit their attested copy (s) to JMRC for record, before operation of the lease space.

#### **4.5 RIGHT TO SUB-LEASE**

- i. The Lessee shall be entitled to sub-lease the built up space to any person or entity (the "Sub-Lessee"), only after adding the necessary structures and utility services. Further sub-leasing by a Sub-Lessee is not permitted.
- ii. The sub-lease shall however be for the use of the Leased Space(s), during the subsistence of the Lease Period only with a clear stipulation that all such subleases granted shall terminate simultaneously with the termination of the Lease Agreement, including on sooner determination of the Lease Period for any reason whatsoever. All contracts, agreements or arrangements with Sub-Lessee shall specifically stipulate this covenant of termination of the rights of the Sub-Lessee, and further that such Sub-Lessee shall not have any claim or seek any compensation from JMRC for such termination.
- iii. The Lessee shall prepare a draft standard format of the sub-lease agreement, which will be required to be signed by the Sub-Lessee for use of the Leased Space(s). Prior written approval of JMRC shall be obtained by the Lessee in respect of such standard draft. JMRC may specify certain covenants to be incorporated in the sub-lease agreement to protect its interests. Only after such covenants are incorporated in the sub-lease agreement, the Lessee will be entitled to enter into sub-lease agreement and shall be required to submit copies of each such lease to JMRC for verification and record. In case of any deviation from the above-mentioned standard draft sub-lease agreements, the Lessee shall obtain the prior written consent and approval of the JMRC before entering into an agreement with a Sub-Lessee. JMRC reserves the sole right not to give consent /approval to such a request and no compensation or claim on this account will be entertained in this regard.
- iv. In future, JMRC may prescribe its own format of sub-lessee agreement in consultation with lessee.
- v. At any point of time, the Lessee shall not enter or cause any of its Sub-Lessee to enter into any sub-lease agreement with any person or entity for transfer of its rights which would adversely affect the interests of JMRC or is not available to the Lessee in the first place. Any such act of the Lessee or Sub-Lessee(s) shall render the Lease Agreement liable for

termination at the sole cost and expense of the Lessee.

#### **4.6 ELECTRICITY / WATER SUPPLY / TELECOM LINES / SEWERAGE / EARTHING / FIRE ARRANGEMENTS**

- i. Electricity supply shall be arranged by the lessee directly from JVVNL or any other agency, at their end, JMRC shall provide space for installation of transformer & meter and A/C chiller plant, if required outside the leased space, on chargeable basis. Lessee 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.
- ii. All the electrical installations and fitting inside the commercial space shall be carried out as per specification of electrical works given in Annexure – XI(A). The lessee shall apply for EIG clearance to the JMRC's electrical inspector with all the required details & specifications. The instructions of JMRC's electrical inspector/ authorised representations shall be complied with by the lessee at its own cost.
- iii. However, for installation activities to be carried out at the commercial space, the lessee may require temporary electrical connection which shall be provided by JMRC as per following guidelines and subject to technical feasibility:
  - a. Application for temporary electric connection is to be made (addressed) to Executive Director (Traction/E&M), JMRC in the prescribe Performa at Annexure XI (B) of RFP, 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.
  - b. Temporary connections shall be released by JMRC from nearest source point with sub-metering arrangements.
  - c. 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.
  - d. 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.
  - e. In case of extension of the temporary connection beyond 30 days, temporary connection charges shall be doubled for the extended period.
  - f. 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.

- g. The electrical security deposit shall be adjusted/ refunded at the end of the period of temporary connection to lessee.
- iv. Water supply: The water connection, if required, shall have to be taken directly from the PHED. However, JMRC shall allow for laying of line and a space for construction of suitable size water tank (underground) at ground level inside parking, if suitable & feasible without any additional charges. JMRC will also allow distribution of water line inside the space with proper provision of outlets. For water tank outside leased space, additional charges shall be applicable as per clause 4.10 of this RFP.
- v. Sewerage: The lessee will be allowed to construct toilet/bathroom etc. in side lease space. The lessee will be required to have a separate sewerage line upto public sewerage line/ JMRC's sewerage chamber at ground floor, if available & as feasible. JMRC will allow laying of sewerage line accordingly. JMRC does not have any STP at Civil Lines Metro Station. JMRC has connected its drainage line with Nagar Nigam Jaipur Sewerage line and Lessee may also connect its drainage line to JMRC's main line or get separate connection from Nagar Nigam Jaipur as per their procedure & Conditions.
- vi. The lessee will be allowed to in-let optical fibre/ telephone cable etc., inside the space for telecom connectivity as per technical feasibility. No tower / pole shall be allowed in this package on JMRC's property for telecom services.
- vii. JMRC will provide space for provision of electrical earthing pit at suitable location on ground floor. JMRC will also allow for extension of earthing lines/strips from earthing pits upto the required location in commercial space.
- viii. The lessee shall maintain all electrical installations provided by it in the leased area and shall be solely responsible for any electrical or fire incidence and consequent repercussions to JMRC personnel/property.
- ix. Lessee shall ensure proper display of fire escape routes in the leased space.

#### **4.7 DURATION OF LEASE**

- i. The lease of retail business space shall be for a period of 15 (Fifteen) years from the effective date of start of lease rent or 91st day of issue of NTP; whichever is earlier. The lease duration shall be or extendable upto 20 (twenty) years on mutual consent & on existing terms & conditions, unless otherwise terminated by JMRC or surrendered by the Lessee as per provisions of contract.
- ii. In case contract is extended beyond 15 years, the lessee is required to submit PBG afresh valid beyond 9 months from the date of end of extended period, for an amount equal to applicable lease rent of first 6 months of this extended period. The existing PBG with JMRC shall be refunded soon after submission of new PBG.
- iii. The lease duration shall not be extended beyond total 20 years i.e. (15+5). The Lessee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non-extension of lease beyond 15/20 years as above, by



the JMRC.

- iv. The Lessee unequivocally agrees and understands that upon the expiry of the duration of the lease as per this clause 4.7, and upon the termination of the lease as per clause 4.15 of this RFP, and upon any otherwise extermination/culmination of the lease in accordance with this RFP, the lessee shall vacate the leased premises without any delay and shall forthwith handover vacant, peaceful, and unencumbered possession to the lessor without any claims from his side in this regard. Any deviation on part of the lessee shall make him liable for forced eviction through enforcement mechanism, reserving the lessor's right to legal remedies.

#### **4.8 STATUTORY OBLIGATIONS / INDEMNITY AND INSURANCE**

- i. For all purposes, Metro Railways (Operations & Maintenance) Act, 2002 and rules made thereunder shall stand applicable at all times on this contract. The lessee shall familiarize itself and its sub-lessee/ contractors/ staff, etc., for complying with provisions of Metro Railways (Operations & Maintenance) Act, 2002 & rules made their under at all times.
- ii. The Lessee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and all applicable. 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 performance security deposit and other payments.
- iii. 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 spaces are located.
- iv. The Lessee hereby undertakes to indemnify and hold JMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities.
- v. The lessee shall ensure safety & security of assets/ personnel operating/ working inside the leased space at its own cost.
- vi. JMRC will not be responsible for any accident/ theft, etc., involving any personnel/ assets of the Lessee or sub-lessee or their vendor(s) while on work. The Lessee itself would be responsible for such accident/ incident and also for any kind of compensation to any worker / employee/ sub-lessee vendor for such accident/ incident. The Lessee is advised to have its personnel/ assets insured under suitable Insurance Schemes at its own cost.
- vii. 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 spaces, including death or injury caused by the sole negligence of the Lessee / its vendor or Lessees failure to perform its obligations under the agreement.
- viii. 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 Lessee 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 Lessee.

- ix. Any type of statutory taxes applicable 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. However, the property tax, if applicable, on JMRC property in future; shall be paid by JMRC. 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 and Lessee shall reimburse the security deposit to that extent **within 30 days of such debit by JMRC.**
- x. Obligation for adhering to statutory norms and regulations laid down by any other Statutory Body of Central / State Government in connection with the business of Lessee shall be vested in the Lessee. The successful bidder will also be required to take, prior approval from all the relevant authorities as per the applicable laws of the land for operation of business. If any fine / penalty is imposed on JMRC due to non availability of any such approval(s), the same shall be recovered from the security deposit of the Lessee and Lessee shall reimburse the security deposit to that extent **within 30 days of such debit by JMRC.**
- xi. The Lessee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Lessee shall indemnify JMRC for any loss and damages suffered due to violation of its provision.
- xii. The Lessee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said spaces. Lessee hereby indemnifies JMRC against any liability arising in connection with the employment of its personnel in the said leased spaces.
- xiii. The Lessee shall indemnify JMRC from any serious accident caused due to negligence of the Lessee, resulting in injury or death to commuters or JMRC employees or any one, and/or loss to JMRC property during the currency of Lease Agreement.
- xiv. No Lease / sub-lease/ tenancy/sub-tenancy is being created by JMRC in favour of Lessee 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:
- a. That the Lessee shall not have or claim any interest in the said spaces as a lessee / tenant / sub-tenant or otherwise;
  - b. That no right as a tenant/ Sub-Tenant or otherwise purported is intended to be created or transferred by JMRC in favour of Lessee in or in respect of the said space, except to carry out their activities over the leased space under this contract and ;
  - c. That the rights, which Lessee shall have in relation to the said spaces, are only those set out in this agreement;
  - d. That the relationship between JMRC and Lessee under and/or in pursuance of this



contract Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between JMRC on the one hand and Lessee on the other hand in connection with and/or relating business to be operated by Lessee sub lessee at the said spaces.

#### **4.9 PROHIBITED ITEM LIST**

<b>S. N.</b>	<b>Prohibited activities on Leased Spaces [Category B]</b>
1.	Tobacco products & Betel (Pan) etc.
2.	Fire arms, Fire crackers, Hazardous and explosive Chemicals, gases & Pesticides
3.	Petrol & other inflammable chemicals
4.	Kerosene/Gas/Coal based cooking *
5.	Any product/ Service the sale of which is unlawful/ illegal or deemed or restricted for sale under any Indian act or legislation
6.	Bank ATMs #
7.	Any other product/ service as notified by JMRC in the public interest or due to security/ safety reasons.

# Exclusive rights for 2 ATM installations at Civil Lines Metro Station have been leased to Banks. The bidder can provide maximum one bank ATM in this space.

\* Gas based cooking may be allowed in future on case to case basis; depending upon certain restrictions and clearance from appropriate agencies.

#### **4.10 PAYMENT TERMS OF LEASE RENT & OTHER CHARGES**

- i. An upfront non-refundable amount equivalent to 6 months lease rent approved (plus GST) for the first year for the tentative area of space as mentioned in LoA, shall be deposited by the successful bidder before issue of NTP and within 30 days of issue of LoA.
- ii. The successful bidder shall pay the quarterly approved lease rent to JMRC, regularly in advance during the leased period.
- iii. The rate of annual increment of lease rent shall be 6% per annum on annual compounding basis.
- iv. The lease rent shall be chargeable after a grace period of 90 days from the date of issue of Notice to Proceed (NTP) (i.e., from 91<sup>st</sup> day), even if more time is required by the Lessee to complete creating infrastructure for retail business activities or even if the Lessee has started business in the leased space within 90 days.
- v. The advance lease rent for the first quarter including all other applicable recurring charges (for the area as mentioned in the NTP), shall be paid within 30 days of issue of NTP. JMRC shall raise invoice for the same immediately after issue of NTP.
- vi. If the initial Lease rent date, i.e., 91<sup>st</sup> day of the NTP commences after the 1<sup>st</sup> date of any month, then the Lease rent for the first quarter shall include the lease rent of the days of first month and the lease rent of next 3 month, which shall be calculated on pro-rata basis.
- vii. Accordingly, from next quarter, the payment of Lease rent including all other recurring charges shall be made in advance, to JMRC, for each quarter, **latest by 28<sup>th</sup> of the month**

**preceding the month.** For example, lease rent the quarter April to June shall be payable latest by 28<sup>th</sup> March.

- viii. In case of delay in payment of Lease rent, interest @ 1% per month will be calculated on the outstanding amount for delay less than 15 days and @ 2% per month for entire period in case of delay of more than 15 days.
- ix. In addition to, upfront deposit, Lease rent etc., Lessee is liable to pay necessary GST and all other Central, State Government & local body taxes as applicable from time to time. However it is clarified that any tax related to property shall be borne by JMRC.
- x. Additional space for transformer, meter, chiller plant, water tank, etc. outside leased space, if demanded by lessee and if found technically suitable shall be arranged to lessee at a nominal charge of Rs. 500 square per meter/ per month (GST extra) for the occupied surface area. This rate shall also increase at the rate of 6% per annum on annual compounding basis. The Lessee is free to plan such area inside leased space without any charges to be paid to JMRC
- xi. The Lessee shall voluntarily and unequivocally make all payments as may be due by the due date, without waiting for any formal invoice from the Lessor. The Lessee also voluntarily agrees to collect the invoices from the office of the Authorized representative of JMRC, if required, before the due date. Non- receipt of invoice will not be consideration for delayed or non-payment of dues.
- xii. In case payment is not made by due date, a 7 day 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 with interest, a termination notice shall be served within 15 days from the due date to the Lessee, for payment of all dues.
- xiii. 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.
- xiv. In case of payment of Lease rent and other charges electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC in the format prescribed at Annexure-XII of this RFP, within seven days of making such payment(s) for reconciliation purpose(s).
- xv. 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 may be terminated.

#### **4.11 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](http://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 this RFP document shall prevail. Bidders are advised to carefully read the GCC / SHE Manual uploaded on the

Corporation website.

- ii. This lease contract does not entitle Lessee or its representatives or its sub-lessee to have any free access to the paid / concourse / platform area or to the paid parking area. Entry / Exit into paid area of stations shall be chargeable as per applicable policy through JMRC smart card with ID proof.
- iii. A fine upto of Rs. 5,000 per occasion can be imposed by JMRC on the Lessee on the following offenses: -

a.	Any staff of Lessee found in drunken condition/indulging in bad conduct
b.	Any staff of the Lessee found creating nuisance on duty.
c.	Improper maintenance & defacement of the Metro Property.
d.	Dishonour of Cheques and Drafts submitted by Lessee to JMRC.
e.	Misbehavior with staff and commuters of JMRC by any staff of Lessee/sub- lessee.
f.	Not following safety and security norms as may be indicated by authorized representative of JMRC.
g.	Involved in activities which are not as per the terms and conditions of this RFP.
h.	Non maintenance of cleanliness & non-removal of garbage and littering of garbage in and around leased space and the passenger area passing through leased space.

Apart from the fine mentioned above, JMRC reserves its rights to take recourse of other measures as per contract for any of the offences.

- iv. The selected bidder/ lessee will not ask for any claim or compensation from JMRC if the activities of the lessee/ sub-lessee are not permitted due to Court Order/ local laws/ orders of civil authorities.
- v. 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 spaces are located.
- vi. The Lessee shall ensure that personnel (including outsourced Lessee staff, if any) deployed in connection with business of the Lessee shall behave decently and courteously on JMRC premises and indulge in no act that may adversely affect the reputation of the Corporation.
- vii. The Lessee shall protect, defend, hold JMRC harmless and indemnified against any legal, quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity solely on account of failure of the Lessee or his nominee in the discharge of the obligations under the Lease Agreement.
- viii. The Lessee shall ensure that it does not in any way infringe on the safety and security of metro operations, passenger safety, commuters' convenience, safety of metro properties and its assets.
- ix. The Lessee shall nominate Manager(s)/ Supervisor(s) whose scope of services shall be as follows:

- To interact with nodal JMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
  - Supervise the operations in the said spaces / equipments.
  - Adhere to the quality standards as applicable to the said installations.
  - To be responsible for cleanliness and hygiene in the said Spaces and to ensure at the business are conducted in clean, proper and efficient manner.
  - To ensure that fire detection and suppression measures were installed inside its spaces and kept in good working condition.
  - To ensure that CCTVs working in the area are in operating condition.
- x. The 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 (s).
- xi. The Lessee shall keep in mind applicable rules and regulations and instructions issued from time to time while occupying the leased Space. JMRC will be free to take action against the Lessee for violating the same.
- xii. The Lessee shall ensure that proper care is taken under skilled supervision during installation / maintenance of leased space so that no damage is caused to JMRC assets or spaces.
- xiii. 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 Lessee and same will not be challenged in whatever manner.
- xiv. Any damage to JMRC assets during execution and operation of this contract, shall be the responsibility of the Lessee and shall be rectified by the Lessee at its own cost on top priority with intimation to Jaipur Metro. Failure to rectify the same immediately without unreasonable delay may attract penalty to Lessee @ 10 times of the repair cost or more as assessed by JMRC as per site condition.
- xv. Activities by Lessee during execution and maintenance of this contract may harm or cause accident to public and commuters of Jaipur Metro, it will be the sole liability of the Lessee. The Lessee shall indemnify JMRC from / against any claims in such incidence.
- xvi. JMRC Employees and / or personnel authorised by it / Fire Officer / Electrical Inspector/ authorized personnel will have unfettered access to the leased space for inspection / checking of electrical safety, fire detection and suppression measures etc. The instructions issued by the JMRC's fire officer/ electrical inspector/ authorised personnel shall be obeyed fully without any demur. Any costs associated with carving out the instructions of the authorised personnel of JMRC will be borne solely by the Lessee.
- xvii. That the overall control and ownership of the metro spaces shall remain vested with JMRC who will have the right to inspect spaces as and when considered necessary, with respect to fulfillment of the terms and conditions of the Lease Agreement. 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.

- xviii. The Lessee will not encroach passenger areas passing through the leased space (unshaded area in the drawing of leased space)/ circulating areas or any other space, and restrict his operation to within the Leased area. In case, the Lessee encroaches upon the such areas then a fine/ compensation @ Rs.3000 on the first occasion, Rs. 6000 on the second occasion and Rs. 10000 for the third occasion & thereafter will be imposed by JMRC. However, after 3<sup>rd</sup> such occasion JMRC reserves the right to revoke the Lease and forfeit the performance security deposit, at its discretion.
- xix. Adhering to the spirit of Clean India as per Swachh Bharat Abhiyan, the lessee shall ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment around metro corridor and enhance JMRC's image. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the Lessee will be the sole responsibility of the Lessee only and JMRC will have no legal obligations or liability towards the injured.
- xx. The Lessee will be responsible for the costs of removing debris from the spaces 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 Lessee'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.
- xxi. No free parking shall be given to Lessee and its employee/ sub-lessee. The lessee/sub lessee & their contractors/ agencies/ staff can utilize the small parking available at south side entry/exit gate on payment basis. Further, travelling in the metro trains or entry in the paid area will be on payment basis, as per normal rules applicable for general public.
- xxii. Responsibility of garbage disposal and cleaning of whole leased space and the staircase inside leased space shall be with lessee/sub lessee & the lessee/sub lessee shall ensure that the area inside leased space & surroundings to it shall remain always neat & clean. The garbage collected shall be disposed off by the lessee at the nearest location specified by Jaipur Municipal Corporation.
- xxiii. The responsibility of garbage disposal and cleaning the area / footpath opposite the leased space towards road side and towards parking side (if opening is made towards JMRC's parking side) upto public road shall be with the lessee.

#### **4.12 HAND OVER OF SPACE**

- i. The space shall be treated as deemed hand over on the date of issue of NTP. Along with NTP the commercial space will be handed over by JMRC on "as is where is" basis. The Lessee shall install its own fixtures, fittings, partition and equipment(s) in the said spaces after duly obtaining all necessary approvals from JMRC, permissions and licenses from Statutory/ Authorities, wherever required, at its own cost and expense.

- ii. The space handed over to the Lessee under this agreement will be kept in good condition and maintained properly by the Lessee at its own cost. The Lessee shall handover physical possession of the vacant retail space at the end of the term of the Agreement in the good condition, after removing all movable fixtures to JMRC except for reasonable wear and tear and acts of God and nature. If the space is not handed over in good condition at the end of contract or on termination of the contract, JMRC reserves the right to seek exemplary damages and compensation.
- iii. The Lessee shall vacate the Leased space by taking away all its fixtures/ articles/ installations and hand over the space to authorised officer of JMRC before last date mentioned in the termination notice otherwise JMRC shall have the right to seize these material. The duration after 15 days Grace Period from the effective date of termination order shall be treated as unauthorised occupancy and the panel rent shall be applicable from the effective date of termination of contract and its performance security deposit shall be forfeited. Besides this, JMRC will take over the said retail space in its possession.
- iv. The working site is required to be cleared off all the material and debris before leaving the site after expiry/termination of contract. Repair to damages like concreting, plaster and paint work to JMRC assets shall be done by the Lessee after removal of fixtures.
- v. On completion/termination of Lease Agreement, the Lessee shall handover the premises in as per last development plan with normal wear and tears. The Lessee shall not remove any facility, equipment, fixture etc. which are integral part of the leased space. However, the Lessee can remove movable assets without causing damage to the structure.
- vi. The refundable security deposit and the advance lease rent (refundable, if any) shall be refunded after getting the No Dues Certificate, from civil department (O&S directorate), operations department (O&S directorate) and revenue department (Corporate Affairs directorate) of JMRC regarding proper handover of the vacant space(s).

#### **4.13 SUSPENSION OF LEASE**

- i. Due to exceptional circumstances beyond the control of JMRC such as war, national calamity (flood, earthquake, etc.) extreme law and order problem etc., if the lease is temporarily suspended by JMRC, the Corporation will convey temporary suspension of the lease in writing to the Lessee for which period, the lessee shall fully or partially stop its activities as advised by the Corporation. Further no lease rent shall be payable during the period of suspension of lease on behalf of JMRC
- ii. Due to the period under suspension if the time schedule gets extended, the lease period shall consequently be treated as extended upto the duration of suspension or otherwise as deemed fit by JMRC, under the terms and conditions as laid out in this RFP.
- iii. If the lease is suspended by JMRC **for a period of more than 3 months**, the Lessee may seek termination of contract from JMRC without any obligation on both sides.

#### **4.14 BREACH OF CONTRACT**

- 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/ emailed to the Lessee. Similarly, any notice to be given to JMRC under this agreement shall be deemed to have been served if sent by Registered post/ email to JMRC. The period of notice given under this Agreement will be counted from the date of delivery at address (as per receipt of notice by either side) or from date of dispatch/ email in case of delivery by registered post/ email, whichever is earlier.
- iii. In case of breach of contract by successful bidder, JMRC may terminate the contract by giving notice of 1 month.

#### **4.15 TERMINATION OF LEASE**

- i. There will be an initial lock-in period of 2 years (two years). The lessee may give 3 month (90 days) period notice for termination of lease after initial lock-in period of 2 (two) years. In case the lessee wants to surrender the lease before initial lock-in period of 2 (two) years, it will have to surrender the Performance Security Deposit (6 months leased rent) and upfront amount. However, in case of breach of contract by successful bidder, JMRC may terminate the contract by giving notice of one month.
- ii. After lock-in period of two years, the Lessee shall have option to exit from the leased agreement only after giving 90 days advanced notice to JMRC. In this case, security deposit of the Lessee shall be refunded after adjusting the dues, if any, to be payable to the Lessee. However, the upfront non-refundable deposit amount will not be refunded in any case.
- iii. If the Lessee is exiting the Lease Agreement without giving 90 days prior notice, the interest free security deposit shall be forfeited by JMRC besides recovering other dues if any and Lessee shall not make any dispute or make any claim in this regard.
- iv. No partial surrender of leased space shall be permissible.
- v. Due to exceptional circumstances beyond the control of JMRC such as war, national calamity (flood, earthquake, etc.) extreme law and order problem etc., if the lease is temporarily suspended by JMRC, the Corporation will convey temporary suspension of the lease in writing to the Lessee for which period, the lessee shall fully or partially stop its activities as advised by the Corporation. Further no lease rent and maintenance charges shall be payable during the period of suspension of lease on behalf of JMRC
- vi. The Lease Agreement shall be deemed to be terminated on the date mentioned in termination / surrender notice, subject to confirmation by JMRC. Only on submission of the "no dues certificate" issued by the authorised representative of the JMRC, will any amounts due, if any, will be released to the Lessee.
- vii. In any of the above case(s), balance outstanding dues, if any, shall be recoverable from the Lessee before Lessee is permitted to remove their establishment(s) or else JMRC will

seize their infrastructure and use legal means to recover the balance amount. JMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Lessee shall have no claim for compensation or consideration / damages.

- viii. Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:
- 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 doing business or providing services as provided under this Contract.
  - 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.
  - Each party shall not use each others name, trademark, brand name, logo, etc. in any audio or visual form after termination of this Contract.
  - 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.

#### 4.16 PROHIBITED PRACTICES

- 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 Deposits, 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.
- Without prejudice to the rights of the Authority under Clause 4.16(i) herein above 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, to be decided by JMRC.
- For the purposes of this Clause 4.15, 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 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.

#### 4.17 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Lessee 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 authorized representatives of the Lessee and 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. However, failing to any agreement on the appointment of sole arbitrator, three arbitrators shall be appointed. In such case, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as preceding arbitrator. The decision of arbitrator(s) shall be final & binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The language of **arbitration shall be English.**
- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.
- iv. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the JMRC and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

#### 4.18 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) continuing beyond a period of 3 months, 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 Lessee 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 and such resumption shall be given effect through a written notice of information sent to other party.
- vii. It is expressly agreed that Lessee’s ability to do business or provide services to a third party at a more advantageous price or Lessee’s economic hardship shall not constitute a force majeure event.

**ANNEXURE – I**
**CHECK LIST**
**PART A.: TECHNICAL BID**

<b>Proposal will contain the following documents :</b>		<b>Whether enclosed</b>
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 Technical capacity of the bidder duly filled & enclosing required supporting documents(Annexure–IV)	Yes/No
6.	Statement Giving Details of Financial capacity of the bidder duly filled & enclosing required supporting documents (Annexure–V)	Yes/No
7.	Format of Lease Agreement, blank format duly signed (Annexure-VI)	Yes/No
8.	Power of attorney in favour of Authorised Signatory, for signing of Bid, duly signed and notarised, if applicable (Annexure –VII) <b>and/or copy of Board resolution, as applicable.</b>	Yes/No
9.	Scanned copy of Bid Security (EMD) in Prescribed form of DD or Bank guarantee (format at Annexure VIII), as per clause 3.7&3.8 of RFP.	Yes/No
10.	Format of Bank Guarantee for Performance Security Deposit, duly signed(Annexure IX)	Yes/No
11.	Format of Bank Guarantee for Installation Security Deposit, duly signed(Annexure X)	Yes/No
12.	Specification for electrical works duly signed (Annexure XI-A)	Yes/No
13.	Format of Application for Temporary Electrical Connection duly signed (Annexure XI-B)	Yes/No
14.	Format of intimation to JMRC for deposition of Lease rent via RTGS/ NEFT/ ECS (Annexure XII)	Yes/No
15.	Commercial Space indicative drawing (Annexure - XIII–A, B,C)	Yes/No
16.	Blank format of financial bid. The format of Financial Bid in RFP (Annexure - XIV) is for educational purpose and is to be signed with out	Yes/No

<b>Proposal will contain the following documents :</b>		<b>Whether enclosed</b>
	quoting any ratles there.  <b>Important: It may be ensured that Rates (Financial quotes) are no where disclosed in technical bid. Else the technical bid shall be summarily rejected.</b>	
17.	Registration Certificate of firm / Partnership deed / Certificate of incorporation etc. as per eligibility requirement prescribed in Clause 1.3(i) of RFP	Yes/No
18.	Articles of Association & Memorandum of Association (If applicable)	Yes/No
19.	Copy of Income Tax Registration (PAN)	Yes/No
20.	Copy of GST Registration	Yes/No
21.	Scanned copy of Bid Document Cost, E-tender fee, in prescribed form (As per clause 3.6 & 3.8) of this RFP	Yes/No

### **PART B. FINANCIAL BID**

<b>Proposal will contain the following documents :</b>	<b>Whether enclosed</b>
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 (bidder)

**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. RFP No. F.1 (R-102)/JMRC/DC/CLN-B2/2018-19/10 dated: 10th August, 2018 issued by JMRC for leasing of commercial space (category B) at Civil Lines Metro Station, 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. I/ We have also gone through the provisions of Metro Railways (Operations & Maintenance) Act, 2002 & the rules made there under and will abide by them during the operations of this lease contract.

We have enclosed bids as per stipulated procedure and have not disclosed the price bid in other than the financial bid / BOQ 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 180 days from the last date of bid submission.

Date:

Place:

Signature:

Name:

Designation:

Seal of Authorised Signatory

**ANNEXURE – III**

**To,**

Chairman & Managing Director,  
Jaipur Metro Rail Corporation,  
Jaipur

**SUB.: BID FORM**

**Ref. : F.1(R-102)/JMRC/DC/CLN-B2/2018-19/10 Dated: 10th August, 2018**

We are submitting our bids against the above referred RFP floated by JMRC. Our profile is given as under:

1.	Name of the Bidder Firm	
2.	Status of the Bidder Firm	Proprietorship/ Partnership firm/ Registered Company (mention CIN number in case of 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.	GST Registration No.	
7.	PAN No.	
8.	Name, designation and Contact details of Chief Executive of the firm	



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

### **Certificate / Undertaking**

1. 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 31.03.2017 and during current financial year till date of bid submission, due to non fulfillment of contractual obligations.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

**ANNEXURE – IV**

**TECHNICAL CAPACITY OF THE APPLICANT**  
**DETAILS OF EXPERIENCE AS PER CLAUSE 1.3 (v)**

S. No.	Type of document	Area developed/ operated/ leased in Sqm.	Year/ duration	Remarks/ Details of documents submitted

(If the space provided is insufficient, a separate sheet may be attached)

Note: Attach documents as per Clause 1.3(v) of RFP.

Date

Place

Signature

Name

Designation

Seal of Authorised Signatory  
(bidder)

**ANNEXURE – V**
**FINANCIAL CAPACITY OF THE APPLICANT**

<b>S. No.</b>	<b>Financial Year</b>	<b>Turnover (Rs.)</b>	<b>Details of document provided</b>
1.	Year 2015-16		
2.	Year 2016-17		
3.	Year 2017-18		
Average Turnover for above three Financial Years (Rs.)			

The net worth as on 31/3/2018 is Rs.....

Note: Attach documents as per clause 1.3(iv) & 1.3 (iii) of RFP.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory (bidder)

**ANNEXURE – VI****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**

M/s \_\_\_\_\_ (Name of the successful bidder organization), a company/ firm incorporated under the provisions of \_\_\_\_\_ having its registered / corporate office at \_\_\_\_\_ 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) of other part, represented by \_\_\_\_\_ (Name & Designation).

WHEREAS lessor is entitled in Law to grant Lease of the said commercial space pursuant to this RFP to develop, operate, market the commercial space for various business uses;

WHEREAS the Lessee is desirous to seek lease and develop the space for commercial use and operate, market and sub lease the same for various purposes, on the terms & conditions mentioned hereunder and has approached the Lessor 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 contract:
  - (i) Metro Railways (Operation & Maintenance) Act 2002 and rules made there under;
  - (ii) This agreement executed between Lessee and Lessor.
  - (iii) Notice to Proceed (NTP) issued by JMRC.
  - (iv) The Letter of Acceptance (LOA) issued by the Corporation in favour of the Lessee.
  - (v) Addendum and/or Corrigendum to the RFP Document, if issued by the Corporation.
  - (vi) RFP Document (RFP F.1 (R-102)/JMRC/DC/CLN-B2/2018-19/10 dated: 10th August, 2018).

- (vii) General Condition of Contract of JMRC as available on JMRC's web site.
  - (viii) Safety, Health and Environmental (SHE) Manual of JMRC as available on JMRC's web site.
  - (ix) In case of any conflict in the interpretation, the provision in documents shall prevail in the order or their place in the list above.
2. That the lease granted pursuant to this RFP to develop, manage, operate, market and sub lease the said space for various purposes at street level, first and second level of Civil lines Metro Station shall be valid for the period of 15 years from the 91<sup>st</sup> day of issue of NTP or from effective date of start of lease rent; whichever is earlier and extendable upto 20 years on mutual consent basis on existing terms & conditions, unless terminated earlier as provided in the RFP. In no case, extension of lease beyond 20 years is allowed.
  3. That the lease is granted for rights to utilize the commercial space pursuant to this RFP on as is where is basis and commissioned by the Lessee at its own cost after creating infrastructure as per plan agreed by JMRC.
  4. That the Lessee shall have exclusive rights to utilize the space pursuant to this RFP to design, install, manage, operate, market and sell goods or provide services at Jaipur Metro Civil lines Metro Station corridor (Phase 1A), on the terms & conditions mentioned in the Lease Agreement.
  5. That the possession of the leased space of sq. mtrs. as per drawings enclosed (Annexure-), shall be deemed handed over to the Lessee on the date of issuance of NTP.
  6. That the Lessee shall have rights to utilize the retail space pursuant to this RFP to design, install, manage, operate, market and sell goods or provide services for the space available at Civil lines Metro Station as per details & rates given below:

Area of leased space (in sqmtrs.)	Lease Rent <sup>#</sup> (Rs. Per Square meter/month)	Total Lease Rent/Month *	Total Lease Rent/quarter *

\* GST or any other tax etc., shall be payable extra by Lessee, as applicable.

# This is applicable for 1<sup>st</sup> year of lease. The lease rent shall increase 6% every year on annual compounding basis.

7. That in consideration, Lessee shall pay to the lessor Quarterly Lease rent, latest by 25<sup>th</sup> of the month preceding the Quarter, a sum as calculated in Clause 6 above and as per other conditions.
8. That the lease rent shall be chargeable after a grace period of 90 days from the date of issue of Notice to Proceed (NTP), even if more time is required by the Lessee to complete installation & fabrication activities or even if the Lessee has started business within 90 days. No grace period shall be applicable in case plans of development of leased space are not submitted within scheduled time period.
9. Additional space for transformer, meter, chiller plant etc. outside leased space, if demanded by lessee and if found technically suitable shall be arranged to lessee at a

nominal charge of Rs. 500 square per meter/ per month (GST extra). This rate shall also increase at the rate of 6% per annum on compounding basis.

10. That the applicable Lease rent for the first quarter shall be paid within 30 days of issue of NTP. JMRC shall raise invoice for the same.
11. That the Lessee shall make payment of Lease rent, by Demand Draft / Banker's Cheque (or NEFT/RTGS) in favour of Jaipur Metro Rail Corporation Limited, payable in Jaipur.
12. That in case of default / delay in payment of Lease rent interest @ 1 percent per month will be calculated on the outstanding amount for delay less than 15 days and at 2% per month for more than 15 days.
13. That the Lessee has deposited one time upfront non refundable amount of Rs. \_\_\_\_\_ (including GST). The amount is not refundable.
14. That the Lessee has submitted towards Performance Security Deposit of total amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by way of a Demand Draft / Banker's Cheque / pledged fixed deposits/ Bank Guarantee No. \_\_\_\_\_ Dated : \_\_\_\_\_ (valid upto \_\_\_\_\_ ) in favour of Jaipur Metro Rail Corporation, Jaipur.
15. That the Lessee has submitted towards Installation Security Deposit of total amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by way of a Demand Draft / Banker's Cheque / pledged fixed deposits / Bank Guarantee No. \_\_\_\_\_ Dated : \_\_\_\_\_ valid upto \_\_\_\_\_ ) in favour of Jaipur Metro Rail Corporation, Jaipur.
16. That in the event of the Lessee committing any breach of the terms & conditions of this RFP or Lease Agreement executed in pursuance to this RFP, Lessor shall, without prejudice to other rights and remedies, be entitled to forfeit the Security Deposit 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 Deposit shall at all times during the continuance of this agreement, be for the same amount. On the expiration or earlier termination / of the Lease, the Lessor shall return the Security Deposits, to the Lessee, without interest.
17. That the Lessee shall equip himself with all necessary permits, Leases 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.
18. That the Lessor shall provide bare space. All other requirements of Lessee shall be fulfilled by the Lessee at its own cost and efforts as pursuant to this RFP with due approval from JMRC;
19. That the Lessee shall make proper arrangements and be responsible for the safety / security of their equipments. Such measures as security personnel and CCTV cameras etc., shall be arranged by Lessee.
20. That the Lessor shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever;
21. 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 Leased spaces and the Lessor shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever.

22. 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.
23. That the Lease may be terminated on any of the conditions as mentioned in RFP issued by JMRC, preceding this Lease Agreement.
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 remove the material and equipments/furniture and fixtures and movables & 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 (including any corrigenda and/or addenda thereof.) In case of any conflict between the RFP Document (including any corrigenda and/or addenda thereof) and this Leased Agreement, the later 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:**

- (1) This agreement should be executed on non-judicial stamped paper, stamped in accordance with the stamp act of GoR.
- (2) This is provisional format of agreement. In case of any conflict in the provision of Main RFP or its amendments/addenda issued and this format of agreement, the provisions contained in the main RFP or its amendments/addenda shall prevail.

**ANNEXURE-VII****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, appointand 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 OF COMMERCIAL SPACE (CATEGORY B) AT CIVIL LINES METRO STATION FOR PROPERTY DEVELOPMENT"** (RFP No. F.1 (R-102)/JMRC/DC/CLN-B2/2018-19/10 dated: 10th August, 2018 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.

And whereas the above has been decided through our company's board resolution no. \_\_\_\_\_ dated \_\_\_\_\_, a certified extract of which is attached with this document;

OR

And whereas I, \_\_\_\_\_ being the Director/Managing Partner/ Sole Proprietor am authorized by the Board/Partnership Deep to authorize Shri \_\_\_\_\_ as our lawful attorney.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2018.

**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.
3. Strike out which is not applicable.

**ANNEXURE – VIII**

**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID  
SECURITY**

**(refer clause No. 3.7)**

**(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 OF COMMERCIAL SPACE (CATEGORY-B) AT CIVIL LINES METRO STATION FOR PROPERTY DEVELOPMENT** (RFP No. F.1 (R-102)/JMRC/DC/CLN-B2/2018-19/10 dated: 10th August, 2018) M/s. .... (Name & full address of the firm) (herein after called the “bidder”) intends to submit a Bank Guarantee to participate in the said tender as mentioned in the RFP document.

1. It is a condition in the RFP document that the bidder has to deposit Earnest Money amounting to Rs. 3,26,400 (Rupees Three Lakhs Twenty Six Thousand Four Hundred 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. 210 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.
8. ....(bidder)and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
9. 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. 180 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.
10. 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 Jaipur for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof.
11. 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: .....

Dated: .....

(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 Lessee.
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.,  
2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C-Scheme, Jaipur-302005.



**ANNEXURE-IX****FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

(Refer clause No. 3.10 (ii) (a) of the RFP)

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 issued by JMRC for leasing of commercial space (Category B) at Civil Lines Metro Station for property development.

1. 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 189 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 governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Jaipur for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof.
8. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place: .....

Dated:.....

(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 Lessee.
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.  
2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C-Scheme,  
Jaipur-302005.

**ANNEXURE-X**

**FORMAT OF BANK GUARANTEE FOR INSTALLATION SECURITY DEPOSIT**

(Refer clause No. 3.10 (ii) (b) of the RFP)

**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 Lessee) (hereinafter called “the Lessee”) has undertaken to fulfil the contractual obligations to be contained in the Lease Agreement signed pursuant to the RFP No. F.1 (R-102)/JMRC/DC/CLN-B2/2018-19/10 dated: 10th August, 2018 issued by JMRC for leasing of commercial space (Category B) at Civil Lines Metro Station for property development.

**AND WHEREAS** it has been stipulated by you in the said Lease Agreement that the Lessee 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 Lessee such Bank Guarantee:

**NOW THEREFORE** we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Lessee 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 Lessee 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 there under or of any of the contract documents which may be made between you and the Lessee 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 governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Jaipur for the purpose of

any suit or action or other proceedings arising out of this guarantee or the subject matter hereof.

This guarantee shall be **valid for Nine (9) 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: .....

Dated:.....

Officer)

(Signature of the Bank

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 Lessee.
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.  
2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan,  
Tilak Marg, C-Scheme,  
Jaipur-302005.

**ANNEXURE-XI (A)**

**SPECIFICATIONS FOR ELECTRICAL WORKS**

i.	All the electrical work done within the Applicant's spaces 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 spaces 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 cables 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 conductors 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&amp;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><b>List of Approved Makes:</b></p> <table><tr><th>S. N.</th><th>Item</th><th>Approved Makes</th></tr><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</td><td>National, Ecko,</td></tr></table>	S. N.	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	National, Ecko,
S. N.	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	National, Ecko,											

		insulated wires (ISI mark)	Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
	4.	Copper Conductor FRLSZH , PVC insulated wires (ISI mark) use for underground station	Polycab, Ducab Dubai, Cords Cables, KEI.
	5.	FRLS Cables Al (ISI mark)	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
	6.	FRLS Cables Al (ISI mark)	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
	7.	FRLSZH , PVC Cables Al (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.		



**ANNEXURE XI (B)**
**FORMAT OF APPLICATION FOR 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:-

<b>S. N.</b>	<b>Item</b>	<b>Details</b>
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 (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**

**FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA  
RTGS/NEFT/ECS**

1. Name and address of Client/License/Lessee \_\_\_\_\_
2. Contract Name \_\_\_\_\_
3. Contract Detail/Number/Space/Package name \_\_\_\_\_
4. Invoice No. and Date \_\_\_\_\_
5. Period of Invoice \_\_\_\_\_
6. Head/item wise details of payment to be submitted as described in the invoice:

Item No.	Description/Head details	Period	Amount (in rupee)
1.	Lease rent		
2.	Interest		
3.	Penalty		
4.	GST		
5.	Any other		
Gross amount			
Less statutory deductions such as TDS, GST etc.			
Net amount deposited			
<b>Payment Details : (NEFT/ RTGS/ ECS)</b>			
Licensee/Lessee's Bank name & IFSC Code			
Transaction ID/Reference ID			
Date & Time of transfer			
JMRC's Bank name, Branch & IFSC Code			

7. TDS registration No. of Lessee \_\_\_\_\_
8. GST registration No. of Lessee \_\_\_\_\_

Signature, Name and designation of  
authorized representative of Licensee/Lessee.

**TO BE FILLED BY JMRC**

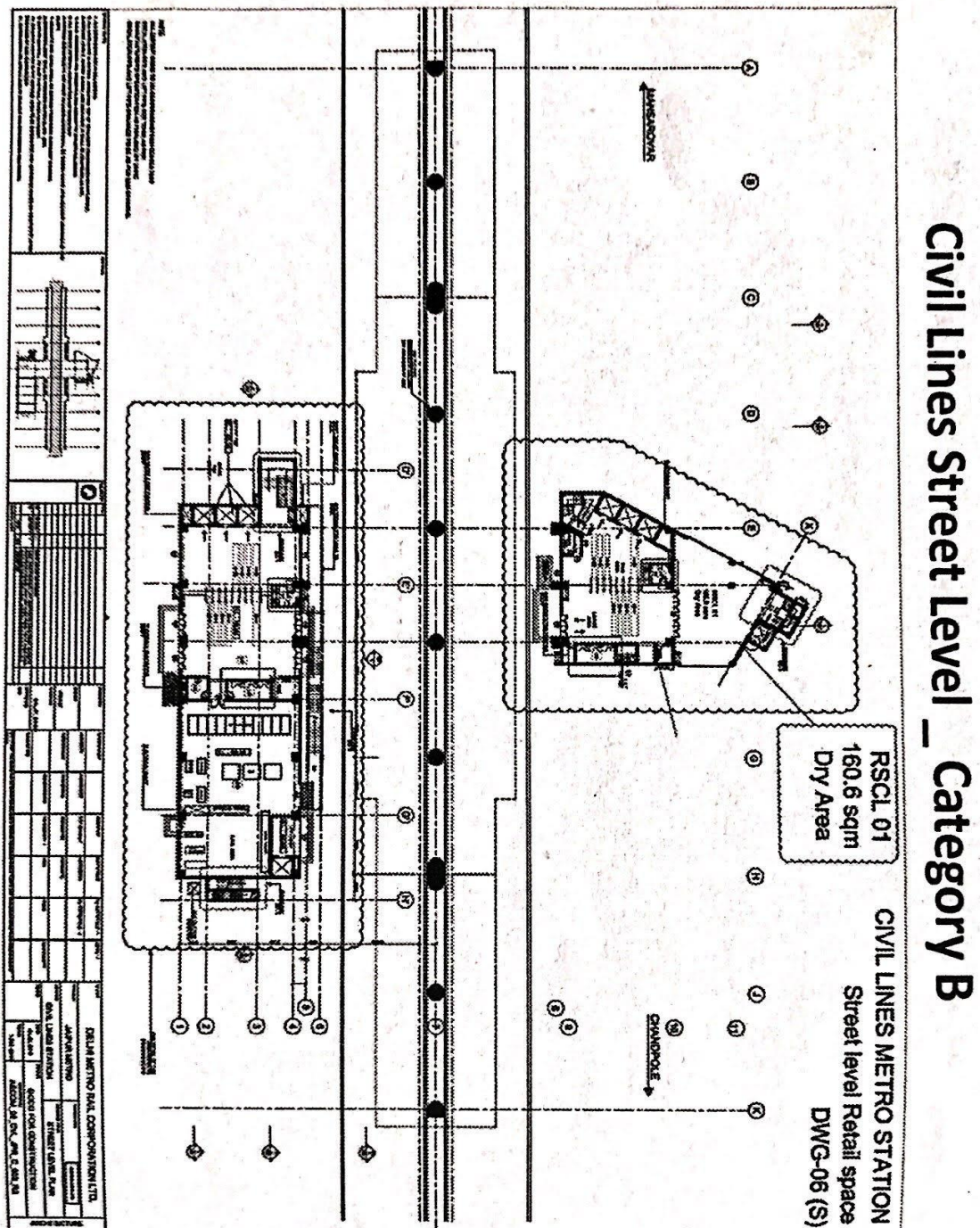
The Lessee has sent above details for Lease rent Paid. This is for reconciliation at your end.  
Any discrepancy may be intimated please.

**Signature**  
(Representative of Non-Fare Revenue Department/JMRC)

**Sr. EO (Accounts), JMRC**

**ANNEXURE-XIII A**

**DRAWING – STREET LEVEL**

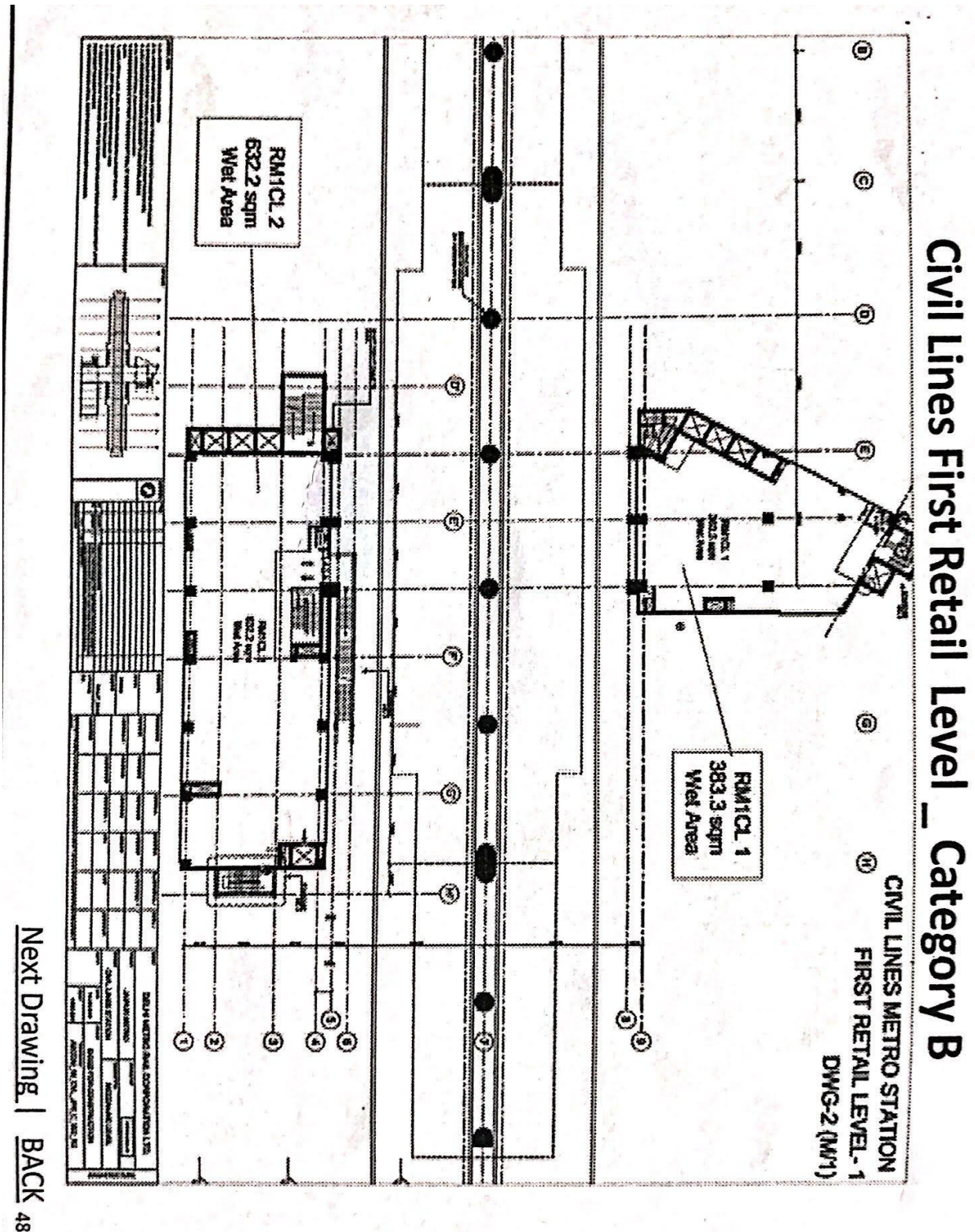


**BACK**  
47



**ANNEXURE-XIII B**

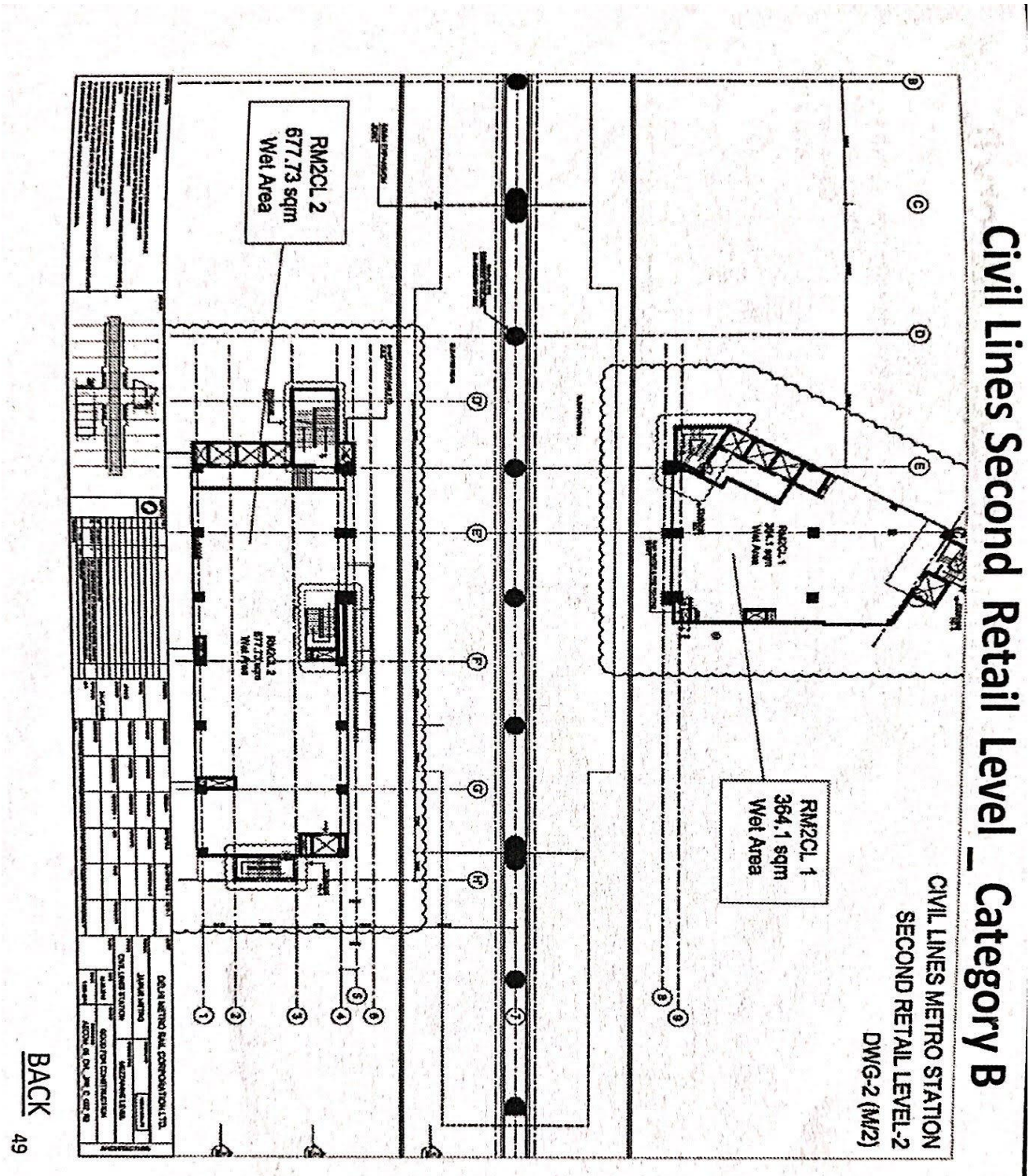
**DRAWING – FIRST FLOOR LEVEL**





ANNEXURE-XIII C

DRWAING – SECOND FLOOR LEVEL



## ANNEXURE-XIV

### FORMAT OF FINANCIAL BID / BOQ

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### Percentage BoQ

**Tender Inviting Authority: Director (Corporate Affairs), JMRC**

**Name of Work: Leasing of commercial space (Category B) at Civil lines Metro Station (North Side) for property development : street level (Ground floor), 1<sup>st</sup> level (first floor) and 2<sup>nd</sup> Level (second floor);**

**Contract No: F.1 (R-102)/JMRC/DC/CLN-B2/2018-19/10 Dated: 10th August, 2018**

<b>Bidder Name :</b>						
<p><b><u>PRICE SCHEDULE</u></b>          (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 )  <b>NOTE: The bidder who quotes the highest percentage shall be considered as successful bidder.</b></p>						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Base Rate (per Sqm per month for first year of Lease)	TOTAL AMOUNT Without GST/ Taxes (in Rs.)	TOTAL AMOUNT In Words (in Rs.)
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
1.01	Lease of commercial space at (street level, first and second ) of Civil lines Metro Station(street level)	160.6	Sqm	640		
1.02	Lease of commercial space at (street level, first and second ) of Civil lines Metro Station(First level)	383.3	Sqm	560		
1.03	Lease of commercial space at (street level, first and second ) of Civil lines Metro Station(Second level)	364.1	Sqm	560		
<b>Total in Figures</b>		908	Sqm			
<b>Quoted Rate in Figures</b>			Select Excess(+) Less (-)		0.0000	INR Only      Zero
<b>Quoted Rate in Words</b>		INR Zero Only				

### **Terms and Conditions:**

- The rate of Lease rent quoted above in terms of percentage excess/less of base rate, is after taking into consideration all the terms and conditions stated in the RFP and based on our own estimates of costs, commuters and after a careful assessment of the site and all the

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Signature of the Authorized Signatory of the Bidder



conditions that may affect the bid.

2. The GST or any other tax on the lease rent, as levied by the Govt., shall be borne by the Lessee (successful bidder).
3. All 3 floors are part of one package and to be leased out to a single lessee by JMRC against this RFP.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

**Note:**

**This sheet is to be signed blank and no rate should be quoted here. The rates are to be quoted in downloaded BOQ sheet (soft copy) only. The bid will be summarily rejected in case rates are disclosed in technical bid.**