

Price Rs. 500/-

JAIPUR METRO RAIL CORPORATION LTD.

RFP No. F.1(49)/JMRC/DCA/REV/ATM/2016-17/10

Dated: 20.12.2016

**RFP FOR LEASING OUT SPACE AT RAM NAGAR METRO STATION
FOR BANK ATM**

BID DOCUMENT



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.
2nd Floor, RSIC Building, Udyog Bhawan Premises,
Tilak Marg, C- Scheme, Jaipur (Rajasthan)- 302005
Website: www.jaipurmetrorail.in
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DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

1. NOTICE INVITING BIDS

1.1. INTRODUCTION

- i. Jaipur Metro Rail Corporation Limited (JMRC) is a Government of Rajasthan Undertaking, incorporated under the Companies Act, 1956, having its registered office at Khanij Bhawan, Behind Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)-302005.
- ii. JMRC has started its commercial operations on its first line from Mansarovar to Chandpole (Phase 1A) from 3rd June, 2015, with the mission of providing a safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan.
- iii. Phase 1A is of 9.6 kms. in length, with eight elevated and one underground station, at approximately one km intervals. Phase 1B, a 2.4 Km stretch from Chandpole to Bari Chopar (underground), is under construction at present.
- iv. It is part of JMRC's corporate vision to develop metro stations as transit hubs for commuters which can meet many of their regular needs, through leasing out station retail space to different sectors. JMRC is planning various activities on its corridor including Retail leasing, advertisement, etc., for exploring various sources of non-fare revenue.
- v. One of the ATM space has now been vacated and the same is available for lease out to Banks. Therefore, JMRC invites Bids in two Packet System for installation of Automated Teller Machine (ATM) facilities **on leased out retail space at ARN-03 ATM space at Ram Nagar metro station of Jaipur Metro for a period of 7 years**, in accordance with terms and conditions set forth in this RFP document.

1.2. SCHEDULE TO THE INVITATION OF RFP:

S. No.	Item	Particulars
i.	Date of Issue of RFP	20.12.2016
ii.	Websites for downloading tender Document and subsequent clarification / modification, if any	https://www.jaipurmetrorail.in www.sppp.rajasthan.gov.in
iii.	Cost of Bid Document (Non-Refundable) (Refer Clause 5 (i))	Rs. 500 (Rupees Five hundred Only)
iv.	Estimated Total Contract Amount for Seven Years without escalation	Rs. 18,69,840 (Rupees Eighteen Lacs Sixty Nine Thousand Eight Hundred Forty Only)
v.	Earnest Money Deposit (EMD) / Bid Security	Rs. 38,000 (Rupees Thirty Eight Thousand only) As per details provided in Clause 6 of the RFP Document
vi.	Date of Commencement of Sale of Bid Document at JMRC office	20.12.2016
vii.	RFP Download Start Date	20.12.2016
viii.	Start time and date of submitting queries / seeking clarification	20.12.2016
ix.	Pre-bid Conference*	30.12.2016 (1230 Hrs.) at JMRC Board Room, 3 rd Floor, Khanij Bhawan, Tilak

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S. No.	Item	Particulars
		Marg, C-Scheme, Jaipur
x.	Last date and time of submitting queries / seeking clarification*	02.01.2017 (1700 Hrs.)
xi.	Last Date for Replies to Queries by JMRC*	04.01.2017
xii.	Bid submission Start Date / Time	05.01.2017 (1000 Hrs.)
xiii.	Last time and date for issue / downloading of Bid Document including clarifications/ amendments, if any.	23.01.2017 (1200 Hrs.)
xiv.	Last date and time for Bid submission	23.01.2017 (1500 Hrs.)
xv.	Date and time for opening of Technical Bid**	23.01.2017 (1530 Hrs.) (at JMRC Board Room, 3 rd Floor, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur)
xvi.	Date and time for opening of Financial Bid of Technically qualified bidders	Subsequent to Technical Bid opening (Date to be intimated later)
xvii.	Bid Validity	90 days from the last date of submission of the Bid.
xviii.	Scope of RFP	Leasing out space at ARN-03 ATM space at Ram Nagar metro station of Jaipur Metro for bank ATM
xix.	Duration of Contract	Seven years

*The dates of the Pre-bid Conference and Query Submission/reply are tentative and may be changed at the discretion of JMRC. However, all these dates would be at a reasonable time before the last date for deposit of the Bid. In case of change of schedule of these events, the changed schedule would be indicated on the JMRC website.

**If due to any exigency, the due date for opening of the Bids is declared a closed 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.

1.3. ELIGIBILITY CRITERION OF BIDDERS

Eligibility Criterion	Documents required to substantiate the same
The Bidder must be a Scheduled Banking institution or an institution authorised by RBI or Government to install bank ATMs.	a. Registration certification of the firm/Certificate of incorporation etc. b. Articles of Association & Memorandum of Association (If applicable) c. Copy of Banking License issued by RBI or Copy of any other license / document issued by RBI / Govt authorising for installation and operation of ATMs

Note:

- I. All bidders or their authorised representatives may attend the opening of the Technical Bids.
- II. Bid Document and subsequent clarifications on bid terms, if any, can be down loaded from JMRC website www.jaipurmetrorail.in and State Public Procurement Portal

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<https://www.sppp.rajasthan.gov.in>. Keep visiting this website for any subsequent clarifications & modifications, as the same will be issued only through these websites.

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

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation, Jaipur.

2. DEFINITIONS

In this RFP, the following expressions shall have the meaning stated herein:

“**Agreement**” means The Contract/ Lease Agreement to be executed between JMRC and Selected Bank, subsequent to the Letter of Award as per the format at Annexure- V;

“**Addendum**” means any written amendment to this RFP, from time to time issued by JMRC to the Interested Parties;

“**Affiliate**” shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with such first person;

“**Applicant(s)/Bidder(s)**” means interested Bank (or its Affiliate) submitting a Proposal pursuant to this RFP;

“**ATM Space**” means designated space (ATM space code: ARN-03) at Ram Nagar Metro Station of Jaipur Metro for leasing out to Bank for installation and operation of ATM;

“**Authority**” means Jaipur Metro Rail Corporation;

“**Authorised Signatory**” of the Bidder shall mean the person with Bidder Authorisation.

“**Bidder Authorization**” shall mean the authorization to the person signing the bid as per Annexure VI - Power of Attorney in favour of the person signing the bid;

“**Bidding Process**” shall mean the process as detailed in this RFP;

“**Conditions of Award**” shall mean the conditions as specified in Clause 1.3 to be fulfilled by the Selected Bidder, for the award of the Lease;

“**Contact Person**” shall mean the single contact point from the Bidder’s side with whom the Authority will interact with regard to this Bidding process.

“**Corporation**” means Jaipur Metro Rail Corporation;

“**Entry /Exit**” means the designated space at **entry /exit No. 2 of Ram Nagar Metro Station** for the purpose of installation of ATM in accordance with the spaces demarcated for the purpose in the drawings attached with this RFP and as tabulated in Clause 12(ii) of the RFP.

“**Jaipur Metro**” means Jaipur Metro Rail Corporation;

“**JMRC**” means Jaipur Metro Rail Corporation;

“**Letter of Award**” means the written notice issued by JMRC to the Selected Bidder intimating the acceptance of Selected Bidder's Proposal for the award of Lease;

“**Lessee Bank**” shall mean the bank with which JMRC signs lease agreement for operating ATM in furtherance of this bidding process;

“**Prohibited Practices**” shall be as defined in Clause 14 of this RFP;

“**Proposal(s)**” shall mean a valid, final and binding offer comprising 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 out space at ARN-03 ATM space at Ram Nagar metro station for bank ATM;

“**NTP**” means notice to proceed i.e., letter to be given to Bank for installation/operation of ATM subsequent to signing of agreement pursuant to this RFP;

“**Selected Bank / Bidder**” means Bank selected for establishing ATM at ARN-03 ATM space at Ram Nagar metro station of Jaipur Metro pursuant to the RFP Process;

3. SUBMISSION OF PROPOSAL

The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as “**CONFIDENTIAL**” and “**RFP FOR LEASING OUT SPACE AT RAM NAGAR METRO STATION FOR BANK ATM**”, addressed to:

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

and must be dropped in the Bid Box labelled for the purpose and kept at 2nd floor, JMRC Office at the address given above.

Bids received after last time and date will not be considered. Bids sent by FAX, post or e-mail will not be considered.

RFP No. and Date of opening of Technical Bid must also be endorsed on this envelope. Please also indicate on the cover itself the name, full address, telephone numbers and e-mail of the Contact Person of bidder.

This sealed envelope should contain the two separately sealed envelopes, respectively containing the Technical and Financial Bids, and marked clearly as “**Part A- Technical Bid for LEASING OUT SPACE AT RAM NAGAR METRO STATION FOR BANK ATM**” and “**Part B- Financial Bid for LEASING OUT SPACE AT RAM NAGAR METRO STATION FOR BANK ATM**”, respectively.

a) Submission of Part-A : Technical Bid

This Part should contain the Technical Bid consisting of **a copy of this ‘Request for Proposal’** with each page duly filled in and sealed & signed by the Bidder in acceptance of the terms and conditions therein, along with **all due Annexure** mentioned in the checklist (Annexure-I) **duly filled**, all required **documents in support of eligibility, EMD and cost of Bid document**, if downloaded, or **receipt of payment of Bid document cost**, if purchased. All documents should be signed by the Bidder.

No price bid should be indicated at any place in the Technical Bid otherwise the Proposal shall be summarily rejected.

b) Submission of Part-B : Financial Bid

This Part should contain only the Financial Bid in the prescribed Format as per Annexure-VII. All other documents shall be submitted with Technical Bid.

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

4. PRE-BID CONFERENCE

For the purpose of affording bidders an opportunity to obtain clarifications and/or give suggestions with regard to this RFP and bid process, a pre-bid conference shall be held as per the schedule indicated in the Clause “Notice Inviting Bids.”

For post conference queries regarding this RFP, the following officer of JMRC may be contacted:

JGM(Revenue), JMRC, 2nd Floor, RSIC Building, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005. Tel. No.0141- 5192428, 7728895114, Email: jgmrev@jaipurmetrorail.in

- i. Queries should be submitted through e-mail or in writing by the dates prescribed in Notice Inviting Bid.
- ii. JMRC may issue clarification /amendments on its own or in response to queries.
- iii. JMRC may or may not reply to queries at its discretion.
- iv. Queries / request for clarification submitted after the prescribed last date and time may not be taken into consideration.
- v. Responses/ clarifications shall only be issued through uploading on JMRC’s website www.jaipurmetrorail.in and /or state public procurement website www.sppp.rajasthan.gov.in. Prospective bidders are advised to keep visiting this website for updates.

5. COST OF BID DOCUMENT

- i. The BID should be submitted in the prescribed Bid document, which may be purchased for Rs. 500 in form of Cash or DD / Banker Cheque of scheduled drawn in favour of “Jaipur Metro Rail Corporation” payable at Jaipur. The cost of the Bid document is non-refundable.
- ii. BID format may also be downloaded from JMRC's website: <https://www.jaipurmetrorail.in> and /or state public procurement website www.sppp.rajasthan.gov.in. The printout of the downloaded BID document from the website shall be taken on A-4 size paper and the details are to be entered as per the requirement of the RFP. The cost of the BID document downloaded from the website is

required to be deposited along with the Bid in the form of a DD/ Banker's Cheque of Rs. 500 in favour of "Jaipur Metro Rail Corporation" payable at Jaipur.

- iii. Any Bid not accompanied by cost of bid document or valid proof of payment is liable to be treated as non responsive and may be rejected.

6. EARNEST MONEY DEPOSIT (EMD)

- i. EMD (Bid Security) of Rs. 38,000 (Rupees Thirty Eight Thousand only) as per Annexure-IV 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.
- ii. The EMD of unsuccessful Bidders will be refunded / returned within 30 days after signing of the Lease Agreement with the respective successful Bidder or after the expiry of the validity of the offer, whichever is earlier. No interest shall be paid on the EMD.
- iii. The EMD of successful Bidder shall be adjusted against Security Deposit or refunded after deposition of the Security Deposit, as the case may be.

7. DUE DILIGENCE BY BIDDER

- i. The Bidders are required to examine carefully all the contents of the RFP Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) of RFP Document will be at the Bidder's own risk & responsibility.
- ii. Bidders are advised to visit Jaipur metro station and analyse on their own cost, before submitting the Bid. The Bidders must familiarize themselves with the ATM space available at Ram Nagar Metro Station and take note of the extra precautions to be taken in installation from security & safety aspect of Jaipur Metro and consider it while preparing and submitting the bid. They are required to verify the information given in respect of area, locations etc. and seek clarifications, if any, from JMRC before submitting the bid. JMRC shall provide necessary permission and assistance to the prospective bidders.

8. ELECTRICITY PROVISIONING

In respect to electricity, the bidder shall have to comply with the provisions of Annexure-X, rules & guidelines for release, upkeep & maintenance of electrical power for retail / advertisement in JMRC premises.

9. INSTRUCTIONS TO BIDDERS

- i. The Bid shall be filled in blue/black ball pen only.
- ii. Bids should be forwarded by Bidders under their original letter head, furnishing details like complete postal & e-mail address and contact details of their office.
- iii. 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 Bid, full Earnest Money Deposit/Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the Bidder/Lessee Bank.
- iv. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- v. The Lease Rent must be quoted both in words and figures in the Financial Bid. If there is any difference in words and figures, the amount quoted in words shall be considered.
- vi. Bids received after the last time and date for depositing Bid shall 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 discount offer or any revenue share percentage etc. Bids containing such offers will be summarily rejected.
- ix. For the proper evaluation of the proposal, if clarifications are found to be necessary JMRC may at its discretion, ask for such clarification and bidder shall be obliged to provide such clarifications within the time specified by JMRC.
- x. No additional condition(s) from the bidder shall be accepted.
- xi. The bid shall contain all documentation of technical eligibility criteria as well as Financial offer as per this RFP.
- xii. Any Bid not accompanied by valid Earnest Money Deposit and the cost/proof of payment towards Bid document, in acceptable form will be liable to be treated as being non-responsive.
- xiii. The entire Earnest Money Deposit is liable to be forfeited:
 - a. if the Bidder withdraws or amends or impairs or derogates from the Bid in any respect within the period of validity of its Bid or any extension thereof;
 - b. if the Selected Bidder does not accept the offer within the prescribed time;
 - c. if the Selected Bidder does not sign the Lease Agreement within the prescribed time; or / and
 - d. if the Selected Bidder does not submit the Security Deposit for any or all of the ATM spaces it is selected for.

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

- xiv. Bids complete in all respects must be received at the address given in the Clause 3 of this RFP, not later than the time and date indicated therein. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document and in that case all rights and obligations of JMRC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- xv. The Bidder will be bound by the details furnished by it to JMRC while submitting the Bid or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of Lease.
- xvi. At any time prior to the deadline for submission of Bid, JMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document by the issuance of addenda/corrigenda.
- xvii. Any addendum/corrigendum thus issued will be sent in writing through email only to all those who have purchased the Bidding Document besides being hosted on the JMRC website www.jaipurmetrorail.in and /or state public procurement website www.sppp.rajasthan.gov.in.
- xviii. In order to afford the Bidders reasonable time for taking an addendum/corrigendum into account, or for any other reason, JMRC may, in its sole discretion, extend the Last time and date of Bid submission.
- xix. 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.
- xx. 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 :-
- Submitted the Bid after the prescribed date and time of submission of bids.
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - 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.
 - Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or is non-responsive.
 - Failed to provide clarifications related thereto, when sought.
 - Submitted more than one bid.

- xxi. JMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a. suspend and /or cancel the bidding Process and/ or amend and/ or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to the JMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d. Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Bidder.
- xxii. 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.
- xxiii. No further discussion /interface will be held with the bidders whose bids have been Rejected/ Disqualified / Technically Disqualified.

10. EVALUATION OF BIDS

- i. The bids will be opened at the time, date and place as specified in the **Clause 1.2** (schedule to the invitation of 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 register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day / time, as intimated by the JMRC.
- ii. Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- iii. Financial Bids will remain unopened and will be held in the custody of the Bidding Authority until the time of opening of the Financial Bids. The time and date of opening of Financial Bid shall be communicated to technically qualified bidders through email/phone in case the Financial Bids are not opened on the same day as the Technical Bids. The technically qualified bidders may attend the opening of the Financial Bid, if they so desire.
- iv. The Financial Bids of only those Bidders who clear the Technical evaluation stage will be evaluated. The bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign a 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 Bidders whose Bids are responsive, complete and in accordance with the RFP Document shall be evaluated. Out of these, the bidder whose bid is the highest will be finally selected and adjudged as the successful Bidder, provided the bid is not lower than the Minimum Reserved Price.
- vi. In case two or more responsive Bidders have quoted the same lease rent, which is also the highest lease rent offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid(s) in a sealed cover, 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.
- vii. In case two or more responsive bidders again quote the same Lease Rent(s) in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e., who have quoted the same Lease Rent) and the bidder whose offer is highest, shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.
- viii. Notwithstanding anything contained in the RFP Document, the Authority reserves the right to:
 - accept any Bid not necessarily highest
 - reject any Bid
 - reject all Bids and annul the bidding processwithout assigning any reason at any point of time before issuance of a Letter of Award, without incurring any liability.

11. AWARD OF CONTRACT

- i. The Successful Bidder shall be notified through Letter of Award (LOA) sent through fax / e-mail to be confirmed in writing by Registered / Speed Post / By hand that its / their Bid has been accepted.
- ii. Upon receipt of the 'Letter of Award', the Successful Bidder shall return one copy of the Letter of Award duly and unequivocally accepted, signed and stamped by its authorized signatory within 10 days from the date of issue of Letter of Award along with Security Deposit as per Clause 13 of this RFP. Lease Agreement would be executed between the Successful Bidder and JMRC, as per the format given in Annexure V. The Lease Agreement should be signed by the Successful Bidders within 15 days from the date of issue of the Letter of Award. Till the signing of the Lease Agreement, the LOA shall form a valid and binding contract between the Lessee and the Authority as per terms of this RFP.

12. SPECIAL CONDITIONS OF CONTRACT (SCC)

i. DURATION OF LEASE PERIOD

The tenure of Lease period will be for 7 years from the date of NTP.

ii. DETAILS OF ENTRY / EXIT AND ATM SPACE

The details of entry / exit and ATM Space to be leased out are as given below:

S. N.	Name of the Station Entry/Exit	ATM Space Code	Carpet Area (in sq.m.)	Drawing Ref. Number (Annexure IX)	Minimum Reserved Monthly Lease Rent For the ATM Space
1.	Ram Nagar Station	ARN-03	5.00	ATM/RAM NAGAR/ STREET LEVEL) :	22,260/-

Note:

1. This ATM spaces is located at ground floor / street level on the Metro station premise on Entry/Exit side outside the rolling shutter and accessible to general public for 24*7.
2. The Minimum Reserved Monthly Lease Rent for the ATM Space is earmarked in table above. **Bids lower than this amount shall not be considered.**
3. The EMD for the ATM spaces shall be as per Annexure-IV.
4. Notice to Proceed (NTP) for installation of ATM will be handed over to the successful Bidder only after signing of Lease Agreement and submission of Security Deposit.
5. Banks can decide either to use Lease Line or VSAT link for connectivity.
6. JMRC shall provide suitable space without any additional charges for V-SAT dish antennae at rooftop apart from ATM space. If that space for VSAT is not suitable for Bank due to signal connectivity, JMRC will provide alternate space for VSAT (to be decided mutually) to Bank without any additional charges.
7. Right of Way for cabling of VSAT link / leased line shall be provided to the Lessee Bank by JMRC without any additional charges.
8. Clear height of 8' shall be made available at the ATM space. In excess of 8' height, a maximum of 2' additional height shall be permissible for signage, wherever possible.
9. The carpet area mentioned in the table above is approximate & there may be minor changes on actual site basis.
10. Banks are allowed to install additional ATMs / other kind of machines like Cash Depositing Machine / Vending Machine / Bunch Note Acceptor Machine etc alongside ATM of same Bank within the allotted ATM space and JMRC will charge

nothing extra for these additional machines installed. However, due to installation of these additional machines, if the requirement of total electric load exceeds 5 KW for that ATM space, then JMRC will charge the Bank for the expenditure required to be incurred to arrange for extra electric load, on actual basis.

iii. GENERAL TERMS & CONDITIONS

- a. By submitting the Proposal, the Bidder agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the RFP.
- b. In exceptional circumstances, JMRC reserves to itself the right to change the location of ATM installed at the specified ATM space at any time and may at its discretion call upon the Lessee to shift the ATM to an alternative space within the premises. In such a case, the Lessee shall be bound to shift the ATM immediately and accept the said alternate location identified in the premises. Reasonable recompense of the cost of such shifting shall be reimbursed by JMRC to the Lessee by adjustment against payment due to JMRC against Lease Rent. An assessment of such reasonable cost of shifting would have to be submitted by the Lessee to JMRC for approval within one week of the notice to shift. The decision of JMRC with regard to the amount of reimbursement shall be final.
- c. The cabin containing the ATM machine should be contained within the dimensions demarcated for the ATM space. The bank will be allowed to construct the cabin as per its own requirement within the dimensions demarcated for the ATM space. JMRC shall provide bare space with civil work as per Annexure IX for the ATM and suitable space for V-SAT dish antennae at rooftop. JMRC will also provide light and power connection with sub-metering arrangements. Electrical work up to the ATM site shall be done by the JMRC and installation charge for release of permanent electrical connection shall be as per Annexure X. All the charges for electrical installation and tariff shall be as per Annexure X. Lessee Bank shall be allowed to install a UPS within the ATM space at its own cost, if it so desires.
- d. UPS is to be installed by Bank within the ATM space allotted to them. No separate or additional space will be provided by JMRC for installation of UPS outside the ATM space.
- e. Considering the stipulated provisions on electric safety at Metro premises, the Lessee Bank shall adhere to Rules and Guidelines for release, upkeep and maintenance of electric power (**Annexure-X**).
- f. Only Lessee paying the Lease rent and electricity bill regularly and adhering to its obligations under the terms and conditions of this RFP and the consequential Lease Agreement shall utilise the scheduled space during the Lease period.
- g. The Lessee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any

complaint and the said book shall be open for inspection by the authorised officials of JMRC.

- h. In case ATM is not functional or not dispensing cash, and there are repeated complaints from the commuters, the Lessee will be accordingly notified. If such complaints become too frequent and the ATM is not serving the purpose for which it has been permitted to be installed, JMRC reserves the right to terminate the contract in full or part.
- i. The Lessee Bank shall make proper arrangements and be responsible for the safety / security of their ATM, including such measures as security personnel and CCTV cameras etc., as may be required by law applicable to ATM.

Since ATM space is located in non-paid areas of the Station at ground floor, where access is not controlled by Metro security, the Lessee Bank shall make proper arrangements and be responsible for the safety / security of its ATM, including such measures as security personnel, CCTV cameras, etc., as may be required by law applicable to ATMs.

As this ATM is on street level outside the rolling shutter which is accessible to public for 24 hours, the bank will be allowed to keep its security for 24 hours and Bank's security guard will be allowed to stay at ATM.

- j. Any notice required to be served on the Lessee under this agreement shall be deemed to be served if delivered at the Lessee's address or sent by Registered post /speed post to the Lessee. Similarly, any notice to be given to JMRC under this agreement shall be deemed to have been served if at or sent by Registered post to JMRC. The period of notice given under this Agreement will count from the date of delivery at address (as per receipt of notice by either side) or from date of dispatch in case of delivery by registered post, whichever is earlier.
- k. The Lessee shall not, create a sub-contract of any description with regard to this Lease or any part thereof, nor shall assign or transfer his Lease or any part thereof.
- l. The Lessee shall use the ATM space allotted only for the purpose indicated in this Agreement and for no other purpose whatsoever.
- m. The facility shall be open during the operational hours or at any given time approved by the JMRC as per requirement of the station.
- n. The Lessee shall indemnify JMRC from/ against any claims made or damages suffered by JMRC by reason of any default on the part of the Lessee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
- o. JMRC shall not be responsible in any way for loss or damage by any means caused to the Lessee's ATM.
- p. JMRC shall allow the Lessee to affix their bank logo/name on the exterior of the ATM cabin. In addition to this, in case of street level ATM where the exterior is not

- directly visible from the road, JMRC may prescribe a suitably visible space for the Lessee to affix their logo with direction to the ATM.
- q. JMRC may also put up suitable signage to inform the general public about the location of the ATM.
 - r. If the Lessee is unable to function or his business is affected due to any strike or lockout either in the Station or for any other reason, JMRC shall not be liable for any loss which the Lessee may suffer in such an event. However, if the Lessee is unable to function or his business is affected due to ban on visitors' entry at the Metro Station and/or due to natural calamities and/or due to declaration of the closure of the Metro Station for a period exceeding 15 days, then waiver of Lease Rent shall be allowable on a pro-rata basis for the entire period of closure of the station. However, such waiver shall only be upon specific request in writing from the Lessee Bank and the decision of JMRC shall be final in this regard.
 - s. On expiry of the Lease period or on termination of the Lease by JMRC on account of any breach on the part of the Lessee or closure of the ATM for any other reason, the Lessee shall deliver the possession of the ATM Space in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by JMRC. Further, Lessee shall remove his/their goods and other materials from the ATM Space immediately, failing which JMRC reserves its right to remove such goods/ materials at the cost and risk of the Lessee and demand payment for such removal. If such payment is not made within 10 days, JMRC shall be at liberty to dispose of the goods/ materials of the Lessee by public auction to recover the cost. The Lessee shall not be entitled to raise any objection in such an eventuality.
 - t. The Lease herewith granted shall not be construed in any way as giving or creating any other right or interest in the said ATM Space to or in favour of the Lessee but shall be construed to be only as a Lease in terms & conditions herein contained.
 - u. The Bidding Process and the pursuant Lease Agreement shall be governed by, and construed in accordance with, the laws of India and the Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process and the pursuant Lease Agreement.
 - v. The Lessee shall keep in mind applicable rules and regulations and instructions issued from time to time while occupying the ATM Space. JMRC will be free to take action against the Lessee for violating the same.
 - w. The Lessee Bank shall ensure that proper care is taken under skilled supervision during installation/maintenance of ATM or associated infrastructure, so that no damage is caused to JMRC assets or premises.
 - x. The Lessee Bank shall ensure that personnel (including outsourced agency staff, if any) deployed in connection with installation, operation and maintenance of ATM behave decently and courteously on JMRC premises and indulge in no act that may adversely affect the reputation of the Corporation.

- y. Air conditioning, if required, for the ATM Space shall be arranged by the Lessee Bank. Bank can install air-conditioners (ACs) in the cabin, within the allotted ATM space. However bank will be allowed to install condenser fan (outer unit) of AC at suitable location outside the demarcated ATM space without any additional charges.
- z. This lease contract does not entitle Lessee or its representatives or ATM users to have any free access to the paid / concourse / platform area or to the paid parking area. Entry / Exit in paid area of stations shall be chargeable as per applicable policy through JMRC smart card with ID proof.
- aa. Bank can use the space inside the ATM space to advertise or display its own brand or products, but it is not allowed to use that space to advertise or display other brands or products, in any manner.

iv. STATUTORY OBLIGATIONS

- a) The Corporation will not be responsible for any accident involving any personnel of the Lessee while on work. The Lessee itself would be responsible for such accident and also for any kind of compensation to any worker/employee for such accident. The Lessee is advised to have its personnel insured under suitable Insurance Schemes at its own cost.
- b) The Corporation will not be responsible for any accident /theft etc. involving any asset of the Lessee. The Lessee itself would be responsible for such incident. The Lessee is advised to have its assets insured under suitable Insurance Schemes at its own cost.
- c) Obligation for adhering to statutory norms and regulations laid down by any Statutory Body of Central/State Government in connection with operating ATM machines shall be vested in the Lessee Bank.

v. LEASE AGREEMENT

Lease Agreement on non-judicial stamp paper as per format at **Annexure - V** shall be executed in Duplicate within 15 days of issue of LOA. One copy of each Lease Agreement shall be retained by the JMRC and the other copy shall remain with Lessee. Till the signing of the Lease Agreement, the LOA shall form a binding contractual agreement between JMRC and the Successful Bidder as per terms of this RFP. The lessee Bank shall bear full expenses for the registration, stamp duty and miscellaneous expenses related to registration of the Lease Agreement, if any.

vi. PAYMENT TERMS OF LEASE RENT & ELECTRICITY CONSUMPTION CHARGES

- a) The successful bidder shall be required to pay to JMRC Monthly Lease rent at the rate quoted in the Bid which will be compounded by 6 % every year.

- b) Payment of Lease rent shall commence from the 46th day after the Notice to Proceed (NTP) is issued even if more time is allowed to Bank to complete installation. However, if a Bank wants to commission an ATM before expiry of 45 days the Bank may be permitted to do so subject to the payment of rent becoming due from the day of commissioning.
- c) The monthly Lease Rent shall be payable in advance to JMRC. If the initial rent date, i.e., 46th day of the NTP commences after the 1st of any month, then the Lease rent for first month shall be calculated on a pro-rata basis. The successful Bidder shall pay this Advance Lease rent for first month within 15 days of issue of the Notice to Proceed. However, subsequently from next month after the 46th day of NTP, the payment of Lease rent for the full month shall be made in advance, by the 5th day of each month.
- d) At the time of applying of electrical connection, the Lessee Bank shall also deposit towards Electric Bill Payment Security (in the form of DD/Banker's cheque) as per Annexure-X of the RFP, after receipt of the Notice to Proceed. This amount shall be refunded after adjusting any dues on account of electricity consumption upon expiry / termination of lease Agreement. No interest shall be payable on Electric Bill Payment Security.
- e) Electricity Consumption Charges shall be payable by the Lessee Bank to JMRC within ten days of issue of bill by JMRC. Default / delay in payment of separate months' bills shall be regarded as separate defaults/delays.
- f) In case of delay in payment of Lease Rent interest @ 2 percent per month will be calculated on the outstanding amount for delay less than one month and at 3% per month for more than one month.
- g) Any delay in payment beyond one month shall be considered as a default and such third default may result in termination of this lease agreement at the discretion of the lessor.
- h) In addition to Lease Rent etc., Lessee is liable to pay necessary Service Tax and all other Central & State Government taxes as applicable from time to time.
- i) JMRC shall present the bill against electricity consumption on actual usage basis for ATM Space as per the applicable tariff & norms, to the Lessee Banks.

13. SECURITY DEPOSIT

- i. The Corporation will issue a Letter of Acceptance (LOA) to the Successful Bidder after acceptance of the bid. The Successful Bidder would be required to submit Security Deposit **equal to 06 months of the Lease Rent amount applicable in the 1st year of Lease for ATM Space**, in the form of Bank Guarantee (in Proforma provided in **Annexure-VIII, valid for 90 months from the date of issue of LOA**) from any scheduled bank, duly discharged in favour of "Jaipur Metro Rail Corporation Ltd", Jaipur OR in the form of Demand Draft/Banker's Cheque from any scheduled bank in favour of "Jaipur Metro Rail Corporation Ltd", Jaipur payable at Jaipur. It must be deposited within ten (10) days of issuance of the LOA, together with acceptance of LOA and prior to

- signing of the Lease Agreement. In case of Security Deposit in the form Bank Guarantee, this Bank Guarantee will have to be of a Bank other than the bidder bank.
- ii. The Successful Bidder shall furnish individual Security Deposits for each Lease Agreement, in the form of Bank Guarantee or Demand Draft / Banker's Cheque. The Security Deposits shall not carry any interest during the tenure of the Lease.
 - iii. The Security Deposit will be refunded only at the end of the full term of Lease period after adjustment for any kind of outstanding amount.
 - iv. If the bidder fails to deposit the required security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the Bid and will result in forfeiture of the Earnest Money, in part, or, in full at the discretion of the Chairman and Managing Director JMRC. This failure shall also result in cancellation of Bid.
 - v. The Security Deposit shall be returned, after deductions, if any, made in accordance with this contract, to the bidder on his application within 15 (fifteen) working days after the ATM site is handed over to JMRC after the expiry of the Lease period.

14. FRAUD AND CORRUPT PRACTICES

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and the Security Deposit, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- ii. Without prejudice to the rights of the Authority under Clause 14(1) hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Lessee Bank, 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 the execution of the Lease Agreement, such Bidder or Lessee Bank shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Lessee Bank, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any such Prohibited Practice.
- iii. For the purposes of this Clause 14 the following terms shall have the meaning hereinafter respectively assigned to them:

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

15. CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Lessee, the same shall be discussed in the first instance between the representative of the Lessee and JGM (Revenue), JMRC.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator/a panel of arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Indian Arbitration and Conciliation Act, 1966 shall apply.
- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this Bid 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.

16. BREACH OF CONTRACT/LEASE AGREEMENT

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 Bank, 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.

17. TERMINATION OF CONTRACT AGREEMENT

- i. Either party shall have the right to terminate the Lease at any time due to any reason whatsoever, by giving 120 days' notice to the other party.
- ii. In case ATM is not functional or not dispensing cash, and there are repeated complaints from the commuters, the Lessee will be accordingly notified. If such complaints become too frequent and the ATM is not serving the purpose for which it has been permitted to be installed, JMRC reserves the right to terminate the contract (in full or part) at shorter notice.
- iii. JMRC shall have the right to rescind/terminate the Contract/Lease at shorter notice as per Clause 16 above.

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 agreements to be signed in pursuance of this Bid process, 'force majeure' shall mean any cause preventing performance of an obligation under this Bid or Lease Agreement under this Bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. In the event of the Force-Majeure condition(s), either party shall have the option to cancel the contract for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, the Authority shall not be liable to pay to the Bidder, any compensation towards financial implications arising due to Force Majeure.

ANNEXURE – I

CHECK LIST OF DOCUMENTS TO BE ENCLOSED

(All Annexures and enclosed documents should be signed on all pages.)

A. LIST OF DOCUMENTS TO BE ENCLOSED AS TECHNICAL BID

Proposal will contain the following documents :	Whether enclosed
1. All pages of RFP signed & sealed by the Authorised Signatory of the Bidder Organisation	Yes/No
2. Annexure – I : This Check List	Yes/No
3. Annexure – II: Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP) duly filled.	Yes/No
4. Annexure–III: Bidder’s Profile and Documents to substantiate eligibility of the bidder duly filled.	Yes/No
5. Annexure–IV: Statement Giving Details Of Entry/Exit And EMD Amount	Yes/No
6. Annexure –V: Draft Lease Agreement	Yes/No
7. Annexure –VI: Power of attorney duly signed and notarised, if applicable.	Yes/No
8. Annexure –VIII: Format of Bank Guarantee for Security Deposit	Yes/No
9. Annexure –IX: Drawings of Ram Nagar Metro Stations Depicting ATM Space	Yes/No
10. Annexure –X: Rules & guidelines for release, upkeep & maintenance of electrical power for retail / advertisement in JMRC premises	Yes/No
11. Proof of payment of Bid Document Cost, if purchased Or Payment of Rs. 500/- in prescribed form towards Bid Document Cost, if downloaded	Yes/No
12. EMD in prescribed form	Yes/No

B. LIST OF DOCUMENTS TO BE ENCLOSED AS FINANCIAL BID

Proposal will contain the following documents :	Whether enclosed
Annexure – VII: Financial Bid duly filled and signed	Yes/No

Important: Please note that the rates quoted should be mentioned in the Financial Bid form only and not on any other page of the RFP Document.

ANNEXURE – II

DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

I/We,, having my /our office at.....

....., agree to all the Terms & Conditions of the Request For Proposal (RFP) No. _____, dated _____ issued by JMRC for RFP FOR LEASING OUT SPACE AT RAM NAGAR METRO STATION OF JAIPUR METRO FOR BANK ATM.

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

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE – III

BIDDER’S PROFILE

1	Name of the RFP	LEASING OUT SPACE AT RAM NAGAR METRO STATION FOR BANK ATM	
2	Name of the Bidder		
3	Registered Office	Address (With Pin Code)	
		Telephone Nos. (With STD Code)	
		Fax Nos. (With STD Code)	
		E-mail ID	
		Website	
4	BANKING LICENSE No. issued by RBI / Govt.		
5(a)	Name and designation of the Chief Executive of the firm		
(b)	Address		
6(a)	Name and designation of the authority that is authorized to sign the Bid document		
(b)	Address		
8 (a)	Name and designation of the Contact Person of the Bidder		
(b)	Address		
9	BID form amount: Either Details of the receipt (for purchased Bid forms) or Details of DD/Bankers cheque (for downloaded bid forms)		
10	Other Eligibility documents attached, as per Clause 1.3 :		
(a)			
(b)			

We hereby certify that all the information provided above is correct and true to the best of our knowledge.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

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

ANNEXURE – IV

STATEMENT GIVING DETAILS OF ENTRY/EXIT AND EMD AMOUNT

S. No.	Name of the Station Entry/Exit	ATM Space Code	Prescribed EMD for the Entry/Exit (in Rs.)	EMD submitted (mention amount)
1.	Ram Nagar Station: Entry/Exit 2	ARN-03	38,000/-	
			Total EMD amount	

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE-V

DRAFT OF LEASE AGREEMENT

Subject: Lease for ATM Space (ATM Space Code ARN-03) at Ram Nagar Metro Station

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 ----- (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

_____ represented by _____ of the other part, hereinafter called the ‘**Lessee**’ (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

WHEREAS Lessor is entitled in Law to grant Lease for the purpose of ATM space at its Metro Station premises and is in possession of the said ATM space (ATM Space Code No. ARN-03) at Ram Nagar Metro Station more clearly depicted in the drawing annexed to this agreement;

WHEREAS the Lessee is desirous to set up, an ATM at ARN-03 ATM space at Ram Nagar Metro Station on the terms & conditions mentioned hereunder and has approached the Lessor for the purpose;

AND WHEREAS the Lessor is agreeable to grant the Lease;

NOW, THEREFORE, this indenture witnessed:

1. That the Lease for the said ATM Space shall be valid for the period of 07 (Seven) years from _____ to _____ unless terminated earlier as provided in Clause 17.
2. That in consideration, Lessee shall pay the Lessor every month in advance by way of Lease rent on or before 5th day of each month as per the English calendar, a sum as under:

Year	Monthly payable sum (in Rs.)
I	
II	

III	
IV	
V	
VI	
VII	

3. That the Lessor shall provide light and power connection with sub-metering arrangements. The Lessee shall pay the electric consumption charges on the basis of actual usage with applicable electricity tariff and norms of JVVNL for such commercial activities.
4. That the Lessee shall deposit a Demand Draft / Banker's Cheque towards Electricity Bill Payment Security for ATM space as per Annexure-X of the RFP.
5. That the electrical work up to single phase, 5 KW to ATM site shall be done by JMRC only, for which one time lump-sum amount as per Annexure-X of the RFP in the form of Demand Draft / Banker's Cheque shall be payable by Lessee against each contract period for installation, replacement/ renewal and maintenance charges of the electrical works up to JMRC Meter Box.
6. That the Lessee shall pay all out goings and other taxes as leviable on Lessee;
7. That the Lessee shall make payment of Lease rent, Electricity Bill Payment Security and Electricity consumption charges by Demand Draft / Banker's Cheque in favour of Jaipur Metro Rail Corporation Limited, payable in Jaipur;
8. In case of delay in payment of Lease Rent interest @ 2 percent per month will be calculated on the outstanding amount for delay less than one month and at 3% per month for more than one month. Any delay in payment beyond one month shall be considered as a default and such third default may result in termination of this lease agreement at the discretion of the lessor
9. That the Lessee shall furnish towards Security Deposit, a sum of _____ (Rupees _____ only) i.e. an amount equal to 06 months Lease rent for the ATM Space by way of a Demand Draft / Banker's Cheque / Bank Guarantee in favour of Jaipur Metro Rail Corporation, Jaipur.
10. That in the event of the Lessee committing any breach of the terms & conditions of the Lease agreement or RFP No..... preceding this Lease Agreement, 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 these presents, be for the same amount. On the expiration or earlier determination of the Lease the Lessor shall return the Security Deposit, to the Lessee, without interest.

11. That the Lessee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject Lease.
12. That the Lessor shall provide bare space for the installation of the ATM by the Lessee except some civil work at some of the specified ATM spaces. All other requirements like partition etc. shall be arranged by the Lessee, in the designated space, at its own cost and efforts.
13. 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 premises and the Lessor shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever.
14. That the Lessor reserves to itself the right to change the location of the designated ATM space at any time and may at its discretion issue a notice to the Lessee to shift the ATM to an alternative space within the premises within such period as stated in the notice. In such a case, the Lessee shall be bound to shift the ATM within such time mentioned and accept the said alternate premises. If the Lessee fails to shift the ATM to the alternative location within such time mentioned in the notice, the Lessor shall disconnect and remove the ATM for the location and store it elsewhere. The cost of disconnection and storage in such a case, will be charged to the Lessee. Reasonable recompense of the cost of such shifting shall be reimbursed by the Lessor to the Lessee by adjustment against payment due to Lessor against Lease Rent. An assessment of such reasonable cost of shifting would have to be submitted by the Lessee to the Lessor for approval, within one week of the notice to shift. The decision of the Lessor with regard to the amount of reimbursement shall be final.
15. That the Lessee shall use the designated ATM space only for the bona fide purpose as mentioned in the RFP and recitals in this Agreement, and for no other purpose.
16. That the Lessee shall not erect or display any advertisement or signboards except its Bank logo on the exterior of the ATM cabin and as approved by the Lessor.
17. That considering the stipulated provisions on electric safety at Metro premises, the Lessee Bank shall adhere to Rules and Guidelines for release, upkeep and maintenance of electric power as detailed in Annexure-X of the RFP preceding to this Lease agreement.
18. That the Lessee Bank shall make proper arrangements and be responsible for the safety / security of their ATM, including such measures as security personnel and CCTV cameras etc., as may be required by law applicable to ATM.

That since ATM space is located in non-paid areas of the Station at ground floor, where access is not controlled by Metro security, the Lessee Bank shall make proper arrangements and be responsible for the safety / security of its ATM, including such measures as security personnel, CCTV cameras, etc., as may be required by law applicable to ATMs.

As this ATM is on street level outside the rolling shutter which is accessible to public for 24 hours, the bank will be allowed to keep its security for 24 hours and Bank's security guard will be allowed to stay at ATM.

19. That the Lease may be terminated on any of the following accounts:
- (a) By giving 120 days notice in writing from either side without assigning any reason.
 - (b) Terminated by Lessor on short notice on account of unsatisfactory performance.
 - (c) For reasons more fully described in the RFP No., issued by JMRC, preceding this Lease Agreement.
20. That in the event of any failure, negligence or breach, in the opinion of Lessor, on the part of the Lessee in complying with all or any of the conditions of the Lease agreement, Lessor shall be entitled and be at liberty to terminate the Lease forthwith and resume possession of the designated ATM Space without payment of any compensation or damages and also forfeit in full or in part the amount of Security Deposit 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 Deposit.
21. That the Lessor and the Lessee further agree that they are bound by the terms and conditions of the RFP Document No. (including any corrigenda and/or addenda thereof.) In case of any conflict between the RFP Document No. (including any corrigenda and/or addenda thereof) and this Lease Agreement, the latter shall prevail insofar as the spirit of the RFP is not affected thereby.

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

Authorised Signatory

Authorised Signatory

For Jaipur Metro Rail Corporation Ltd.

For _____ (Lessee)

Witness:

a) Name and Address

b) Name and Address

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

ANNEXURE-VI

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we, -----
.....(name of the bidder firm), having our registered office at-----
----- do hereby irrevocably constitute, nominate, appoint and authorise
Mr./Ms.-----son /daughter of Shri -----
-- and presently residing at -----
-----, who is
presently employed with us and holding the position of -----, as
our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and
on our behalf, all such acts, deeds and things as are necessary or required in connection with or
incidental to submission of our bid for the Selection of a Lessee for lease of ATM Space
bearing codes no. at Ram Nagar Metro Station 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 Lease 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 Lease Agreement with the Authority.

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

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

For-----

Witnesses:

1. XXX

(Signature, Name, Designation and Address)

2. ABC

Accepted:

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.

ANNEXURE-VII

FINANCIAL BID

S. No.	Name of the Station	ATM Space Code	Minimum Reserved Monthly Lease Rent	Monthly Lease Rent Quote	
				(in figures)	(in words)
1.	Ram Nagar Station: Entry/Exit 2	ARN-03	22,260/-		

Terms and Conditions:

1. The Lease Rent quoted above is after taking into consideration all the terms and conditions stated in the RFP and based on our own estimates of costs, commuters, non-commuters, and after a careful assessment of the site and all the conditions that may affect the bid.
2. The Lease Rent shall be payable monthly in advance.
3. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period.
4. The Service Tax or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE-VIII

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

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 for ATM Space code _____ pursuant to the RFP No. _____ issued by JMRC for **LEASING OUT SPACE AT RAM NAGAR METRO STATION FOR BANK ATM** 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 Lease 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/Lessee 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 thereunder and the Selected Bidder/Lessee 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 90 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 lease agreement and RFP have been fully and properly carried out by the Selected Bidder/Lessee 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 and of the terms & conditions of the lease agreement and to forbear or enforce any of the terms & conditions relating to the lease 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/Lessee 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/Lessee.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Dated : _____

For _____

(Indicating the name of the Bank and phone number)

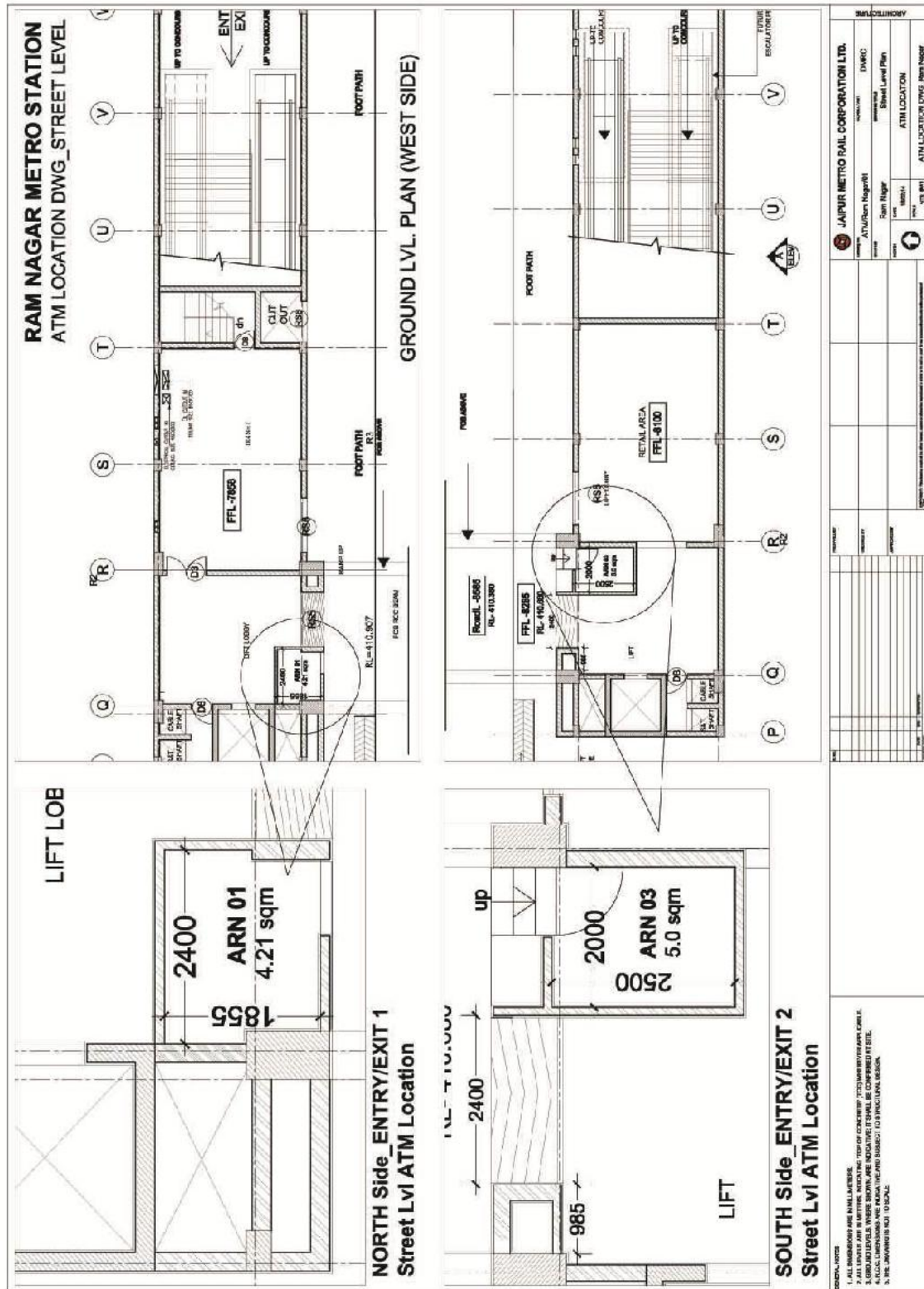
Note: This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.

ANNEXURE-IX

DETAILED AREA SHEET OF ATM SPACE AT RAM NAGAR METRO STATION
DEPICTING ATM SPACE

Individual ATM Locations at Metro Stations_Street Level						
S. No	ATM Code	Size*	Area (sqm)	Location	Dwg No.	Civil work done by JMRC for partitioning ATM space
1	ARN 03	2.0 x 2.5	5	Entry/Exit 2	ATM/Ram Nagar/01	Wall:-115mm thick brick work up to 3m, Ceiling:- Calcium Silicate/Basin panel

DRAWINGS (ATM/RAM NAGAR/STREET LEVEL) :



ANNEXURE-X

**RULES & GUIDELINES FOR RELEASE, UPKEEP & MAINTENANCE OF
ELECTRICAL POWER FOR RETAIL/ ADVERTISEMENT IN JMRC PREMISES**

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

	own from the supply point to the load(s).				
8.	Release of temporary connection:				
8.1.	Temporary connection may be given in following cases:- <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">i.</td> <td>At the time of setting up the retail shop/ Kiosks etc., for related construction activity before Permanent connection.</td> </tr> <tr> <td style="text-align: center;">ii.</td> <td>For any exhibition, display of products etc. for very short period.</td> </tr> </table>	i.	At the time of setting up the retail shop/ Kiosks etc., for related construction activity before Permanent connection.	ii.	For any exhibition, display of products etc. for very short period.
i.	At the time of setting up the retail shop/ Kiosks etc., for related construction activity before Permanent connection.				
ii.	For any exhibition, display of products etc. for very short period.				
8.2.	Initially, temporary connection shall be given up to 30 days. During these 30 days, Rs.100/- per week per KW or part thereof shall be charged (temporary connection charges) over and above applicable tariff (Rate of electricity shall be charged from Lessee at JVVNL tariff applicable for the purpose to JMRC) to take care of expenditure done by JMRC for release of electric connection.				
8.3.	All electrical works for temporary connection beyond this source/ supply point (JMRC sub meter) shall be undertaken by the Lessee, confirming to electrical safety and technical suitability as certified by authorized representative of JMRC.				
8.4.	In case of extension of the temporary connection beyond 30 days, temporary connection charges shall be doubled for the extended period.				
8.5.	Electrical Security Deposit for tentative consumption of electricity for one month @ Rs. 6000/- per KW shall have to be deposited by lessee before release of temporary connection. Billing shall be done as per applicable tariff at the end of month/ period of temporary connection, whichever is earlier and lessee shall have to deposit the bill amount within seven days of issue of bill, failing which, the electric connection shall be disconnected without any prior notice. The reconnection of electricity shall be done after depositing the due bill amount along with a token penalty of Rs. 2000/- in each case.				
8.6.	The electrical security deposit shall be adjusted/ refunded at the end of the period of temporary connection to lessee.				
9.	Release of Permanent Connection:				

9.1.	<p>Following works shall be carried out by JMRC for release of permanent electrical connection to retail areas/advertisement panels/ mobile towers etc:</p> <table border="1"> <tr> <td data-bbox="304 320 379 461">i.</td> <td data-bbox="387 320 1393 461">Supply and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point as per feasibility) as per standard specifications.</td> </tr> <tr> <td data-bbox="304 465 379 562">ii.</td> <td data-bbox="387 465 1393 562">Supply and lying of meter box, pre/post-paid energy meter and MCB for extending the power.</td> </tr> <tr> <td data-bbox="304 566 379 913">iii.</td> <td data-bbox="387 566 1393 913">Connection to advertising licensee for illuminated boards/ panels shall be given at one point on each entry/exit at ground/concourse level and at each platform with provision of meter(s) as per technical feasibility. Extension of electric supply from these points to advertisement board / panels shall be done by licensee at their own cost. Each of such electric point shall be considered one electric connection. The wiring shall have to be done as per JMRC specification with use of wires / conduits / switchgears of standard brands / makes approved by JMRC.</td> </tr> <tr> <td data-bbox="304 918 379 1272">iv.</td> <td data-bbox="387 918 1393 1272">Electric connection to various mobile towers or other installations on roof / outside covered area shall be given from PAP panel in ASS. Provision of meter can be made either in ASS or near to installation of lessee as per JMRC convenience. All works of cabling / wiring from PAP panel to his installation shall be done by lessee at his own cost with use of material such as cables / wires / switchgears of standard brands / makes approved by JMRC and the work shall have to be carried out as per JMRC's specifications and under supervision of E&M department of JMRC.</td> </tr> </table>	i.	Supply and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point as per feasibility) as per standard specifications.	ii.	Supply and lying of meter box, pre/post-paid energy meter and MCB for extending the power.	iii.	Connection to advertising licensee for illuminated boards/ panels shall be given at one point on each entry/exit at ground/concourse level and at each platform with provision of meter(s) as per technical feasibility. Extension of electric supply from these points to advertisement board / panels shall be done by licensee at their own cost. Each of such electric point shall be considered one electric connection. The wiring shall have to be done as per JMRC specification with use of wires / conduits / switchgears of standard brands / makes approved by JMRC.	iv.	Electric connection to various mobile towers or other installations on roof / outside covered area shall be given from PAP panel in ASS. Provision of meter can be made either in ASS or near to installation of lessee as per JMRC convenience. All works of cabling / wiring from PAP panel to his installation shall be done by lessee at his own cost with use of material such as cables / wires / switchgears of standard brands / makes approved by JMRC and the work shall have to be carried out as per JMRC's specifications and under supervision of E&M department of JMRC.
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9.2.	<p>Lessee is required to pay a lump-sum amount (non-refundable) given below towards the cost of electrical works / augmentation work required for extension of power from JMRC panel/ DB up to JMRC meter box, adjacent/ near/PAP panel in ASS to the leased space: –</p> <ul style="list-style-type: none"> I. For 5 KW load – Rs. 30,000 II. For 10 KW load – Rs. 40,000 III. For 15 KW load – Rs. 50,000 IV. For 20 KW load – Rs. 60,000 <p>The lump sum installation charges are to be payable by lessee against each single connection for installation and maintenance thereof, during the contract/ extended contract period. No additional installation charge should be paid during the extended contract period. However during contract period any replacement/ renewal of installations, due to lessee/ licensee’s fault/ negligence shall be done by JMRC at the cost of lessee.</p>
9.3.	<p>Lessee shall extend power supply from JMRC Meter at his own cost as per approved makes and specifications. Lessee is also required to comply with necessary provision for fire safety norms of JMRC. The lessee shall execute electrical works within the leased space at his own with prior in-principle approval for electrical safety scheme by JMRC.</p>
9.4.	<p>Permanent connection shall be given after ensuring all safety compliance and completion of electrical and fire safety works in all respect by the applicant. JMRC representative shall inspect the electrical installation work executed by the JMRC lessee before release of electrical connection.</p>
9.5.	<p>Applicant shall ensure that fire detection and suppression measures installed inside premises are kept in good working conditions at all times.</p>
9.6.	<p>Electrical Security Deposit of Rs.30,000 for 5kW and Rs.10,000 per 5 kW - for additional load upto 20 kW shall have to be deposited by the applicant before release of permanent connection. Billing shall be done as per the applicable tariff (Rate of electricity shall be charged from Lessee at JVVNL tariff applicable for the purpose to JMRC) at the end of each month and lessee shall have to deposit the billed amount within ten days of issue of bill, failing which, the electric connection shall be disconnected without any prior notice. The reconnection of electricity shall be done after depositing the due bill amount along with a token penalty of Rs. 2000.</p> <p>The electrical security deposit shall be adjusted/ refunded at the end of the period of</p>

	permanent connection to lessee.												
10.	Underground metro stations are already air-conditioned and hence separate AC for leased premises in that area is not required. In underground stations, installation of window/ split AC are not permitted. At some of the retail spaces, tapping of connection from chilled waterline shall be required. Such works after tapping point shall be done by Lessee/ licensee.												
11.	For elevated stations Lessee may provide AC at his own cost conforming to detailed specifications of JMRC and within the sanctioned load to them.												
12.	<p><u>Specifications for Electrical Works</u></p> <table border="1"> <tr> <td>i.</td> <td>All the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are to be used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify JMRC against any loss accrued to the Applicant on this account.</td> </tr> <tr> <td>ii.</td> <td>Only FRLS cable of required size shall be used for tapping off supply from JMRC fixed supply to Applicant premises in rigid GI Conduit pipe. However for underground station FRLSZH cable shall be used. Use of PVCs is strictly prohibited in underground station area. The wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per JMRC's approval.</td> </tr> <tr> <td>iii.</td> <td>Cables upto 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminum conductors may be used. However in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductor shall be used.</td> </tr> <tr> <td>iv.</td> <td>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</td> </tr> <tr> <td>v.</td> <td>Applicant will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.</td> </tr> <tr> <td>vi.</td> <td>All materials specification must follow standards, codes and specification as used by JMRC in the E&M works. Applicant shall use reputed Brand/make Electrical wiring and switch gear items. List of approved makes by JMRC is given below: List of Approved Makes:</td> </tr> </table>	i.	All the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are to be used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify JMRC against any loss accrued to the Applicant on this account.	ii.	Only FRLS cable of required size shall be used for tapping off supply from JMRC fixed supply to Applicant premises in rigid GI Conduit pipe. However for underground station FRLSZH cable shall be used. Use of PVCs is strictly prohibited in underground station area. The wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per JMRC's approval.	iii.	Cables upto 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminum conductors may be used. However in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductor shall be used.	iv.	For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE , FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS6724	v.	Applicant will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.	vi.	All materials specification must follow standards, codes and specification as used by JMRC in the E&M works. Applicant shall use reputed Brand/make Electrical wiring and switch gear items. List of approved makes by JMRC is given below: List of Approved Makes:
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SN	Item	Approved Makes
1.	GI Conduit Pipes	ISI Marked
2.	GI Conduit Accessories	Confirming to BIS/ISI as per approved samples
3.	Copper Conductor FRLS, PVC insulated wires (ISI mark)	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4.	Copper Conductor FRLSZH , PVC insulated wires (ISI mark) use for underground station	Polycab, Ducab Dubai, Cords Cables, KEI.
5.	FRLS Cables AI (ISI mark)	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6.	FRLS Cables AI (ISI mark)	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
7.	FRLSZH , PVC Cables AI (ISI mark) use for underground station	Polycab, Ducab Dubai, Cords Cables, KEI, RashiCables.
8.	Switches & Socket outlets (ISI mark)	Crabtree, Anchor, MDS, LK (Schneider), RK, Legrand
9.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder, Standard, Indo-Asian, Havells
10.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, Indo-Asian, Havells, GE, Schnieder, Standard
11.	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton
12.	Air Conditioner (Minimum three star rating)	Hitachi, Blue Star, O- General, Daikin, Voltas, LG, Samsung,
In case electrical items of any other make, the same needs to be approved from JMRC before installation.		
vii.	Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.	
viii.	Internal wiring of luminaries (Light Fittings) and Signages in signage's	

	panel shall also be FRLSZH in case of UG stations.
ix.	All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.
13.	Other Terms and Conditions:
13.1.	The Applicant shall pay for the energy so supplied and all other charges at the rates set out by JVVNL Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Electrical Security Deposit.
13.2.	The electrical connection shall be applied & released in the name of Lessee only. In case Lessee/ Licensee has sub-let the premises/ space to any franchise/ sub-lessee, the onus of payment of electricity bills etc. and adhering to the Rules & Guidelines of electrical safety & maintenance will be of Lessee/ Licensee only.
13.3.	The Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants’ Meters & Equipments any Observation made by such Agencies, which are acceptable to JMRC, shall be binding on the Applicant for Attention/Compliance.
13.4.	JMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
13.5.	The applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by JMRC before the last date mentioned in such Monthly./Bi-monthly Bill.
13.6.	All or any taxes/duties, as may be levied on the supply of electricity to the Applicant by JMRC, shall be paid and borne by the Applicant.
13.7.	The Applicant agrees that JMRC would accept an application from the Applicant for reduction in load only after one years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by JMRC as a new connection and JMRC would follow the procedure as in the case of a new connection.
13.8.	JMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
13.9.	If there is any harm/loss to the property of JMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
13.10.	The Total Demand Load& Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.
13.11.	Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination

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

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