

Price: Rs.2360
(Inclusive GST)

**LEASING OF RETAIL SPACES AT MANSAROVAR METRO
STATION FOR DEVELOPING AND OPERATING
(PACKAGE – A1)**

REQUEST FOR PROPOSAL



Jaipur Metro Rail Corporation Ltd.

Corporate Affairs Directorate

2nd Floor, RSIC Wing, Udyog Bhawan ,

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

Website: www.jaipurmetrorail.in, transport.rajasthan.gov.in/jmrc

CIN: U60221RJ2010SGC030630

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DISCLAIMER

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

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

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

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Corporation or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the bidder and the Corporation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by 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 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. One of the objective of the company as mentioned in clause III B(5) of Memorandum of Association (MoA) of JMRC is “To plan, design, develop, construct, maintain and operate restaurants, refreshments, rooms, cafeteria, etc. both stationary and mobile, rest rooms, book stalls, shopping malls & shopping/ office complexes, reading rooms, information centres, tourists centres and the like render all facilities incidental to, connected with or relating to Mass Transit and other Urban Transport and People Mover Systems of any kind and description.”
- v. Further, as per provisions of Metro Railways (Operations & Maintenances), Act 2002, which is applicable in Jaipur, Jaipur Metro administration has powers to develop any Metro Railway land for commercial use and to execute any lease or grant any Lease in respect of the property held by it.
- vi. JMRC has nine operational Metro Stations having a total retail space of about 8346 Sqm. This retail area of about 8346 Sqm is further categorized in two categories as below:

Category-A : Small retail spaces area total of about 3090.5 Sqm at 8 Metro stations (excluding Civil Lines)

Category-B : Large retail spaces areas of about 5256 Sqm (total) at 3 Metro stations (Railway Station, Civil Lines & Ram Nagar)
- vii. As part of this, Jaipur Metro Rail Corporation (JMRC) invites online Bids in two stage bid System, from reputed, established and financially sound entities to lease out small retail spaces at Mansarovar Metro Station through an open competitive bidding process, for a period of 7 years extendable upto 10 (Ten) years, in accordance with terms and conditions set forth in this RFP document.
- viii. The Mansarovar Metro Station is situated at the main road Gopalpura by pass- Ajmer Road. The Mansarovar Metro station is surrounded with good residential areas, schools, colleges, coaching hub, paying guest homes, hostels, marriage gardens, hotels, and nearby shops of building material, hardware and home decor products is adjacent

to the Mansarovar Metro station.

1.2 SCHEDULE AND DATES TO THE INVITATION OF RFP

| S. No. | Item | Particulars |
|--------|---|--|
| i | Date of Issue of RFP | |
| ii | Websites for downloading tender Document and subsequent clarification / modification, if any | https://eproc.rajasthan.gov.in , www.jaipurmetrorail.in , www.sppp.rajasthan.gov.in , http://transport.rajasthan.gov.in/jmrc |
| iii | Cost of Bid Document (Non-Refundable) (Refer Clause 3.6 i) | Rs. 2360 (Inclusive of GST) (Rupee Two Thousand Three Hundred Sixty Only) |
| iv | e-tender Processing Fee (Non-Refundable) (Refer Clause 3.6 ii) | Rs. 1000 (Rupees One Thousand Only) |
| v | Estimated Annual Contract Amount for First Year of contract | Rs. 13,87,176 (Rupees Thirteen Lakhs Eighty Seven Thousand One Hundred and Seventy Six Only) |
| vi | Estimated Total Contract Amount for 7 Years with escalation @ 6% compounded annually | Rs. 1,33,39,602 (Rupees One Crore Thirty Three Lakhs Thirty Nine Thousand Six Hundred Two Only) |
| vii | Earnest Money Deposit (EMD)/ Bid Security (As per details provided in Clause 3.7) | Rs. 28,000 (Rupees Twenty Eight Thousand Only) |
| viii | RFP Download Start Date | 12 /04/2018 (1800 Hrs) |
| ix | Pre-bid Conference* | 19/04/2018 (1130 Hrs) at Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur. |
| x | Last date & time of submitting queries / seeking clarification* | 20 /04/2018 (1700 Hrs) |
| xi | Last Date for Replies to Queries by JMRC | 24/04/2018 (1800 Hrs) |
| xii | Online Bid submission Start Date / Time | 25/04/2018 (1000 Hrs) |
| xiii | Last Date & Time of downloading of Bid Document including clarifications/ amendments, if any. | 25/05/2018 (1200 Hrs) |
| xiv | Last Date & Time for online Bid submission | 25/05/2018 (1400 Hrs) |
| xv | Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office (Refer Clause 3.8 (iii)) | 25/05/2018 (1500 Hrs) |
| xvi | Date & Time for opening of Technical Bid | 25/05/2018 (1530 Hrs) |
| xvii | Date & Time for opening of Financial Bid of Technically qualified bidders | Subsequent to Technical Bid opening (to be intimated later to the Technically qualified bidders through e-procurement portal) |
| xviii | Website for Online Bid Submission | https://eproc.rajasthan.gov.in |
| xix | Bid Validity | 150 days from the last date of submission of the Bid. |

| S. No. | Item | Particulars |
|--------|----------------------|---|
| xx | Duration of Contract | Seven (7) years, extendable upto Ten (10) years on mutual consent basis on existing terms & conditions. |

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

Note:

- i. All Technical Bids will be opened online on the specified date & time (Refer Clause 1.2 (xvi) above) in presence of bidders or their authorized representative who chooses to attend. In the event of the date specified for bid receipt and opening being declared as a government holiday, the due date for opening of bids will be the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be notified on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
- iii. Physical submission of bid is not allowed.
- iv. JMRC will not be responsible for any delay in submission of online bid due to any reason.
- v. All bidders interested to participate may contact following officer of JMRC in case of any queries:

*Jt. General Manager (Revenue), JMRC,
 2nd Floor, RSIC Wing, Udyog Bhawan,
 Tilak Marg, C-Scheme, Jaipur-302005
 Tel. No.0141- 5192407, Email: jgmrev@jaipurmetrorail.in*

1.3 ELIGIBILITY CRITERION OF BIDDERS – CATEGORY –A RETAIL SPACE

| S. No. | Eligibility Criteria | Documents required to substantiate the same |
|--------|---|--|
| i. | <p>The bidder should be:</p> <p>a. A proprietorship firm, or</p> <p>b. A partnership registered under the Indian Partnership Act, 1882 or the Limited Liability Partnership Act, or</p> <p>c. A company incorporated under the Companies Act, 1956/2013.</p> <p>d. should be in existence since last three financial years excluding the current financial year, i.e., should be registered on or before 31.03.2014.</p> | <p>a. Registration certification of the firm / Partnership deed / Certificate of incorporation etc.</p> <p>b. Articles of Association & Memorandum of Association (If applicable)</p> <p>c. Copy of Bank Statement for last 3 years (certified by bank) in case of Proprietorship Firm.</p> <p>d. Income tax Registration (PAN) copy.</p> <p>e. GST Registration Copy</p> |
| ii. | <p>The bidder should neither be a black listed firm nor should its contracts been terminated / foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2017 and during current financial year till date of bid submission, due to non-fulfilment of Contractual obligations.</p> | <p>A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm in the Bid profile (Annexure-III).</p> |
| iii. | <p><u>Net Worth:</u></p> <p>The bidder should have net worth of at least Rs. 28 Lakhs as on 31.03.2017. (The net worth is to be calculated as Capital + Free Reserves – Miscellaneous expenditure to the extent not written off.)</p> | <p>Bidder is required to give a certificate by its statutory Auditor / Chartered Accountant along with copy of balance sheet (Audited, where audit is applicable else, certified by CA) as on 31.03.2017 along with its schedules.</p> |
| iv. | <p><u>Turnover:</u></p> <p>The bidder should have average annual turnover of Rs. 69.36 Lakhs during preceding 3 financial years [F.Y. 2014-15, 2015-16 and 2016-17]</p> | <p>Bidder is required to present the data as per Annexure-V along with supporting documents for last 3 financial years as mentioned below: Profit & Loss A/c of last 3 years showing the required turnover, certified by a Chartered Accountant with stamp and signature <u>OR</u> Complete Income Tax Return (ITR) showing the required turnover, certified</p> |

| S. No. | Eligibility Criteria | Documents required to substantiate the same |
|-------------------|--|--|
| | | by a Chartered Accountant with stamp and signature for last 3 Financial years. |
| v. | The bidder should have experience of developing / operating / leasing (commercial spaces) of at least 200 sq. metres in last 3 years (i.e., since 01.04.2014 and upto the last date of bid submission) | Bidder is required to submit the details as per Annexure-IV along with supporting documents as mentioned below: Certificate(s)/ document(s) as proof of developing / operating / leasing of the commercial space mentioning: 1. Period of the contract/ work/ Licence/Lease, and 2. Amount paid /received for the contract/development work/ licensed/leased. 3. Area of Space operated/developed/leased/licensed. |

Note: All the documents as per requirement of the RFP must be in the name of bidder only.

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation

2. DEFINITIONS

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

- **“Agreement” or “Lease/Licence Agreement”** means the Contract / Licence/Lease Agreement to be executed between JMRC and successful bidder, subsequent to the Letter of Acceptance as per the format at Annexure- II;
- **“Addendum/Amendment”** means any written amendment / addendum / corrigendum to this RFP, from time to time issued by JMRC to the prospective bidders;
- **“Applicant(s)/Bidder(s)”** means interested bidder(s) submitting a Proposal pursuant to this RFP;
- **“Authority”** means Jaipur Metro Rail Corporation;
- **“Bid”** shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal, EMD and other documents submitted by a bidder in response to and on the terms and conditions contained in this Bid Document / RFP.
- **“Bid Document”** shall mean this RFP document, including all - attached hereto and any addenda issued in accordance with the terms hereof.
- **“Bidder Authorization”** shall mean the authorization to the person signing the bid as per Annexure VII - Power of Attorney in favour of the person signing the bid.
- **“GCC”** shall mean General Condition of Contract of JMRC available on JMRC website, www.jaipurmetrorail.in
- **“JMRC/JMRCL/ Jaipur Metro/ Corporation/ Metro”** means Jaipur Metro Rail Corporation;
- **“Jaipur Metro Phase 1A”** means the Jaipur Metro Phase 1A - from dead end of Mansarovar Station to Chandpole Metro Station (including Mansarovar depot) (approx. 9.6 KMs).
- **“Letter of Acceptance (LOA)”** means the written notice issued by JMRC to the selected bidder(s) intimating the acceptance of selected bidder's Proposal for the award of License/ Lease;
- **“License/Lease”** shall mean the license/lease granted under the License/Lease Agreement to undertake the activity of retail business pursuant to this RFP;
- **“Lessee”** shall mean the successful bidder with which JMRC signs license / lease agreement for the activity of retail business in furtherance to this bidding process;
- **“Lease Rent”** means the amount payable by the Lessee to JMRC as per rates offered by the selected bidder for utilization of licensed space for retail business pursuant to this RFP and accepted by JMRC to be paid by the Lessee/ Lessee along with other charges and any kind of GST, local levies, statutory dues, etc. that may be payable by the Lessee as per prevalent law.
- **“Permits” shall mean and include** all applicable statutory, environmental or

regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

- **"Proposal(s)"** shall mean a valid, final and binding offer comprised of Technical Proposal, Financial Proposal, Earnest Money Deposit and other documents as required under this RFP to be part of the bid/proposal submitted by the respective bidders, in response to and on the terms and conditions contained in this RFP;
- **"NTP"** means notice to proceed i.e., letter to be given to successful bidder for starting its operations subsequent to signing of agreement pursuant to this RFP;
- **"RFP"** means this 'Request for Proposal' for leasing of retail business space pursuant to this RFP at Mansarovar Metro Stations;
- **"SHE Manual"** means Safety, Health and Environment Manual of JMRC available on JMRC website, www.jaipurmetrorail.in
- **"Space(s)/Retail Space(s)"** means the business spaces identified/ planned/ used for retail business pursuant to this RFP;
- **"Sub Lessee/Licensee"** means a lease/license by a Lessee of part or all of leased/licensed space to another person.
- **"Website"** shall mean Jaipur Metro website with domain name, www.jaipurmetrorail.in or <https://transport.rajasthan.gov.in/jmrc>

3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS

- i. This RFP (Request For Proposal) Document and any addenda thereto, together with any further communications are issued for the purpose of inviting bids only. The bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this bid invitation to any third party except for the purpose of preparing his Bid. The bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the JMRC may reject the Bid.
- ii. The bidders are advised to explicitly read Metro Railways(Operations & Maintenance) Act 2002 and rules made thereunder, this RFP document, addendum /corrigendum /clarification issued, if any, as available on state e-procurement website <https://eproc.rajasthan.gov.in>, Corporation's website www.jaipurmetrorail.in, <https://transport.rajasthan.gov.in/jmrc> & state procurement portal www.sppp.rajasthan.gov.in and General Condition of Contract (GCC) & SHE Manual, available on Corporation's website www.jaipurmetrorail.in and/or <https://transport.rajasthan.gov.in/jmrc> before submitting the Bid. By submitting the Proposal, the bidder agrees to all the points explicitly included in the scope of lease & all other terms & conditions mentioned in the RFP, GCC & SHE Manual and adhere to the relevant provisions of Act & Rules referred above.
- iii. Each bidder will be deemed to have inspected the sites, the surroundings and inspected all necessary documentation and made all inquiries, prior to participating in the bid process. The space is being offered on "as is where is basis". The bidder will have to satisfy himself/herself/themselves that the space is suitable for doing business as per the terms of this RFP.
- iv. If any change/addition/deletion is made by the bidder in the RFP document and if the same is detected at any stage even after the award of the Contract / execution of Lease agreement, full Earnest Money Deposit/Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the bidder/Lessee.
- v. Alterations or overwriting, if any, should be avoided. However, if there are any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- vi. Bids received after the last date and time for depositing Bid shall not be considered. Bids sent by fax, post or e-mail will not be considered.
- vii. If some of the document/annexure(s) is/are missing, the Corporation has the right to reject the Bid as invalid Bid.
- viii. The proposal shall not contain any conditional offer or discount etc. Bids containing such offers will be summarily rejected.

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

- 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, on the websites referred at Clause 1.1 of the RFP.
- xvii. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the bidder may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- xviii. The JMRC reserves the right to verify all statements, information and documents submitted by the bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under including as provided under clause 3.1(x) of this RFP.

3.2 DUE DILIGENCE BY BIDDER

- i. The bidders are required to examine carefully all the contents of the Metro Railways (Operations & Maintenance) Act 2002 and rules made their under, RFP Document, SHE manual & GCC of the station 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 carry out extensive survey of earmarked retail space and analyse at their own cost, before submitting the Bid. The bidders must familiarize themselves with the spaces available for retail business prescribed in this RFP of JMRC, visit the Station & take note of the extra precautions to be taken in operation/development of retail spaces.
- iii. Bidders are required to verify the information given in respect of area, locations etc. and seek clarifications, if any, from JMRC before submitting the bid.
- iv. All the information related to JMRC is under public domain, the bidder can still raise queries, if there are any, while the bidding process is on. Once the process is over, no claims or queries shall be entertained.

3.3 PRE-BID CONFERENCE

- i. For the purpose of providing an opportunity to the prospective bidders to obtain clarifications and/or give suggestions with regard to this RFP and bid process, a pre-bid conference has been arranged as per the schedule indicated in the Clause "Notice Inviting Bids" (Clause 1.2).

- ii. Bidders are advised to visit the sites / stations to get specific idea about respective retail business Space(s) and familiarise themselves with the proposed arrangements & all activities necessary in this regard before pre-bid conference. Further, a guided visit shall be organised by JMRC at the same station in the A/N of the day of pre bid conference. Details of the same shall be announced in the pre Bid Conference.
- iii. Queries / request for clarification should be submitted through e-mail or in writing by the date & time prescribed in Notice Inviting Bids and the same received after the date & time prescribed may not be taken into consideration.
- iv. The post conference queries regarding this RFP, may be addressed to :

*Jt. General Manager (Revenue), JMRC,
2nd Floor, RSIC Wing, Udhyog Bhawan,
Tilak Marg, C-Scheme, Jaipur-302005.
Tel. No.0141- 5192407, Email: jgmrev@jaipurmetrorail.in,*

3.4 CLARIFICATION / AMENDMENT /ADDENDUM

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

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

3.5 DETAILS OF AVAILABLE SPACE(S) AND BASE RATE (Category-A Spaces)

- i. Tentative area of retail spaces available at Metro station under this package (A-2) are as described & summarised in the table below:

| Retail Space Code | Appx. Size (Sq. M) | Level [#] | Base Rate of Lease Rent (Rs. / Sqm / month)* | Total Base Lease Rent per month (Rs) for First year* |
|-------------------|--------------------|--------------------|--|--|
| RSMS01 | 56.78 | Street | 700 | 39,746 |
| RCMS01 | 125.20 | Concourse | 490 | 61,348 |
| RCMS02 | 9.80 | Concourse | 490 | 4,802 |
| RCMS03 | 9.80 | Concourse | 490 | 4,802 |
| RCMS04 | 6.30 | Concourse | 490 | 3,087 |
| RCMS05 | 3.70 | Concourse | 490 | 1,813 |
| Total | 211.58 | | | Rs 1,15,598 |

#All spaces are in non-paid area, *Excluding taxes

- ii. The code wise indicative details of retail spaces are available in the drawing/ Map at Annexure-XIII (A) & (B).
- iii. Bidders will have to quote Lease Rent in terms of percentage above or below of the base Lease rent / month for all the above four retail spaces.
- iv. The Lessee shall pay the Lease Rent for retail space to JMRC as per accepted rates. The accepted lease rent shall be increased 6% every year on compounding basis.
- v. The retail areas indicated above & in Annexure-XIII (A) & (B) are indicative and shall depend upon actual measurement at site before issue of NTP. The actual size of above retail spaces after measurement may vary as per actual conditions and accordingly, the lease rent shall be charged as per actual.
- vi. The lessee shall not have any claim of lease for any new retail spaces at the Metro Station.

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

- i. Complete bid document can be downloaded for online submission from the website <https://eproc.rajasthan.gov.in>. Cost of Bid Document (Tender fee) Rs. 2,360 (Rs. Two Thousand Three Hundred and Sixty only), inclusive of GST shall be paid in the form of Demand Draft/ Bankers Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Tender fee is non-refundable.
- ii. In addition, E-tender processing fee Rs. 1,000 (Rs. One Thousand only) shall be paid in the form of Demand Draft/ Bankers Cheque of Scheduled Bank drawn in favour of 'Managing Director, RISL', payable at Jaipur.
- iii. Any Bid not accompanied by proof of payment of cost of bid document (Tender fee) / e-tender processing fees in acceptable form will liable to be treated as being non-responsive and shall be rejected.

3.7 BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- i. EMD (Bid Security) of Rs. 28,000 (Rupees Twenty Eight Thousand Only) in the form of Demand Draft/ Bankers Cheque on any Scheduled Bank drawn **in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur**, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (**valid up to 180 days from the Last date of Bid submission**) in the format enclosed at Annexure-VIII drawn on any Scheduled Bank (having its branch in Jaipur) in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur.
- ii. The Bid Security / EMD shall be deposited in JMRC office as prescribed in Clause 3.8 (iii).
- iii. Any Bid not accompanied by valid Bid Security / Earnest Money in acceptable form will be liable to be treated as being non-responsive & shall be summarily rejected.
- iv. The Bid Security / Earnest Money Deposit shall be forfeited in the following cases:
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after signing of Letter of Acceptance within the specified period;
 - c. when the bidder does not deposit the performance security within specified period after the LOA is placed; and

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

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

3.8 SUBMISSION OF PROPOSAL

- i. Submission of bids through online process is mandatory for this Tender. Bids sent by post, fax or e-mail or presented in person will not be considered.
- ii. The bidder should get itself registered on procurement portal, <https://eproc.rajasthan.gov.in>, and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site. The complete bid document can also be seen on Corporation's website <http://www.jaipurmetrorail.in>, <https://transport.rajasthan.gov.in/jmrc> and State Procurement Portal www.sppp.rajasthan.gov.in.

To participate in online bidding process, bidders must procure a Digital Signature Certificate (class 2 / class 3 category) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids shall not be entertained and be summarily rejected.

- iii. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD / Bankers Cheque for Tender Fee & e-tender Processing Fee and scanned copy of DD/ Bankers Cheque /Bank Guarantee for EMD. In addition to this, DD/ Bankers Cheque /BG for Tender Fee, e-tender Processing Fee and EMD must be submitted physically at the following address of JMRC **with a covering letter mentioning therein the details & name of the RFP**, by the scheduled date and time as per NIB Clause 1.2(xv):

*Joint General Manager (Revenue)
Jaipur Metro Rail Corporation Limited,
2nd Floor, RSIC Wing, Udyog Bhawan ,
Tilak Marg, C-Scheme, Jaipur-302005*

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

- iv. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- v. Utmost care must be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible. Uploaded files that are unable to download, or corrupted, or password protected, or virus/malware infected, or the likes shall not be accepted and the bid shall be liable to be rejected.

vi. A single-stage two bid selection procedure shall be adopted. The Bid shall contain:

a) Part-A: Technical Bid

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

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

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

b) Part-B: Financial Bid (BOQ)

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

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

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

Note: Rate quoted should be all inclusive for carrying out activities as detailed in the scope of Lease. It is to be noted that GST and any other taxes, as applicable shall be chargeable extra as per the prevailing rate and existing tax regime and later on, no claims on such issues including but not limited to loss of profit due to misinterpretation of tax liability etc. shall be entertained and shall be borne by the bidder separately.

3.9 EVALUATION OF BIDS

- i. The bids will be opened online on website at the date and time, place as specified in the Clause 1.2 (Notice Inviting Bids) of this RFP in the presence of bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or

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

- ii. Only Technical Bids will be opened first and evaluated as per the eligibility criteria set forth in this RFP document.
- iii. Financial Bids will remain unopened until the time of opening of the Financial Bids.
- iv. The Financial Bids of only those bidders who clear Technical evaluation stage will be opened & evaluated. The date and time of opening of Financial Bids shall be communicated to technically qualified bidders through state e-procurement website <https://eproc.rajasthan.gov.in>. The technically qualified bidders may attend the opening of the Financial Bid, if they so desire.
- v. The bidders or their authorized representatives who want to be present to witness the Financial Bid opening shall sign on attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- vi. The **financial evaluation shall be done as per percentage above or below quoted by bidder in Column No. 6** of Financial Bid / BOQ. Out of these, the bidder whose quote in percentage is highest will be finally selected and adjudged as the successful bidder.
- vii. In case two or more responsive bidders have quoted the same rate of 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), which shall necessarily be higher than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.
- viii. In case two or more responsive bidders again quote the same rate of Lease in their revised Financial Bids, then JMRC will resort to an open auction among the same bidders (i.e., who have quoted the same Lease Rent) and the bidder for respective bid whose offer is highest, shall be declared as successful bidder. The date and time of auction will be notified to the concerned bidders.
- ix. For the proper evaluation of the proposal, if clarifications are found to be necessary JMRC may at its discretion, ask for such clarification and bidder shall be obliged to provide such clarifications within the time specified by JMRC.
- x. Notwithstanding anything contained in the RFP Document, the Authority reserves the right to (i) accept any Bid not necessarily highest, (ii) reject any Bid, (iii) reject all Bids and annul the bidding process, without assigning any reason at any point of time before issuance of a Letter of Acceptance, without incurring any liability.

- xi. All decisions whether a bid is non- responsive, unacceptable or whether a Bid Security is fraudulent or unacceptable or non- compliant, will be that of JMRC.
- xii. No further discussion/ interface will be held with the bidders whose bids are rejected/ disqualified / technically disqualified.

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

- i. Prior to the expiry of the period of validity of the Bid, the successful bidder shall be notified through a Letter of Acceptance (LoA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.
- ii. Upon receipt of the 'LOA', the successful bidder(s) shall return one copy of the LOA duly accepted, signed and stamped by its authorized signatory **within 10 days** of from the date of issue of LOA and submit both the security deposits **within 20 days** from the date of issue of LOA, as below:
 - a. **Performance Security Deposit** equal to 6 month of accepted monthly Lease Rent of that package applicable for the first year of Lease period, in the form of Bank Guarantee (Annexure-IX) from any scheduled bank (having its branch at Jaipur) in favour of Jaipur Metro Rail Corporation Ltd. The Bank Guarantee should remain valid for a period of 9 months (Nine months) beyond the date of expiry of the 'Lease Agreement' from the date of issue of PBG. The Performance Security is to ensure due performance of all obligations of the Lessee under the Contract against an event of default by the Lessee and/or any material breach of its obligations there under. The Performance Security Deposit shall be refunded after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after the site is handed over to JMRC at the end of full term of Lease period.
 - b. **Installation Security** equal to accepted one month Lease Rent of first year in the form of bank guarantee (Annexure-X) from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd., which shall be returned without any interest, after completion of initial installation work or after 6 months from the date of issue of NTP, whichever is later, after adjusting the cost of damages to JMRC properties, if any, after receipt of certificate of commencement from the agency. The installation security is to ensure that there is no damage to the JMRC assets during installations by the Agency. **The Installation Security Deposit shall be kept valid for a period of 9 months (Nine months) from the date of Issue of Bank Guarantee.** In case of delay in installation, agency will have to extend the validity of Installation Security for a period as per JMRC.
- iii. The Performance Security Deposit can also be deposited in the form of DD/ Banker's Cheque of scheduled bank drawn in the favour of Jaipur Metro Rail Corporation, payable at Jaipur.
- iv. The Security Deposits shall not carry any interest during the tenure of the Lease.
- v. Subsequent to issue of LoA, joint measurement of the site shall be carried to finalise the actual area to be leased. Accordingly, the payable amount for monthly lease rent shall be fixed.

- vi. Subsequent to acceptance of 'LOA' by the successful bidder as above, and deposition of Performance Security Deposit & Installation Security Deposit, a demand for deposit of non-refundable upfront amount equivalent to three months lease rent applicable for first year lease rent shall be raised by JMRC. The lessee shall make the payment non refundable upfront lease rent of three months within 20 days of the demand.
- vii. Lease Agreement/ Lease Rent agreement on a non-judicial stamp paper of appropriate value as per Stamp Act, as per format at Annexure -VI shall be executed between the successful bidder and JMRC within 40 days of issue of LOA. The original Agreement shall be retained by JMRC and the copy shall remain with Lessee.
- viii. The selected bidder shall not be entitled to seek any deviation, modification or amendment in the Lease Agreement.
- ix. Till the signing of the Lease Agreement, the LOA shall form a binding contractual agreement between JMRC and the successful bidder(s) as per terms of this RFP.
- x. The cost of Stamp Duty for execution/ registration of Lease Agreement and any other related Legal Documentation charges / incidental charges shall be borne by the successful bidder only.
- xi. JMRC shall retain the right to withdraw the LOA in the event of the successful bidder's failure to accept the LOA within the limit specified in the above clause. In that event, JMRC shall forfeit the Bid Security of the successful bidder. The bidder shall not seek any claim, compensation, damages or any other consideration whatsoever on this account.
- xii. If the bidder fails to deposit the required Security Deposits or to execute the agreement within the specified period without any intimation to JMRC, such failure will be treated as a breach of the terms and conditions of the tender and may result in forfeiture of the Earnest Money Deposit (Bid Security) / Security Deposits, in part, or in full at the discretion of JMRC. Any request for extension of time for deposition of security deposit shall be made in writing with due justification and it shall be at the discretion of JMRC to accept or reject such request. Such request, at the discretion of JMRC may be accepted with imposition of penal surcharge as per following:

| Days from date of issue of LoA | Rate of penal charges to be submitted in form of DD / Bankers cheque (Non-refundable) |
|--|---|
| Up to 20 days | Nil |
| 21 st day to 25 th day | 0.1% flat of the approved Lease Rent of first year as per LoA |
| 26 th day to 31 st day | 0.2% flat of the approved Lease Rent of first year as per LoA |
| 32 nd day to 40 th day | 0.5% flat of the approved Lease Rent of first year as per LoA |

Note: Penal charges shall be calculated on the total delay in days at corresponding rate.

- xiii. JMRC shall have the right to invoke and appropriate the proceeds of the Security Deposits in whole or in part, without notice to the Lessee in the event of breach of this Agreement or for recovery of liquidated damages or penalties.
- xiv. The Performance Security Deposit shall be refunded after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after at the end of full term of Lease period.
- xv. Performance Security Deposit shall remain constant for an increase in area up to 10%. However, in case of increase in area more than 10% then it shall be increased on pro-rata basis and shall be deposited within 10 days of issue of demand.
- xvi. JMRC shall reserve the right for deduction of JMRC dues from the Performance Security Deposit at any stage of agreement, i.e., currency / completion / termination / surrender, against:
 - a. Any amount imposed as penalty and adjustment for all losses/damages suffered by JMRC for any non-conformity with the terms & condition of the agreement.
 - b. Any amount for which JMRC becomes liable to the Government/Third party due to any default by any employee / agent of the Lessee.
 - c. Any payment/ fine imposed under the order/judgment of any court/consumer forum or law enforcing Lessee or any person working on behalf of the Lessee.
 - d. Any other outstanding JMRC's dues/ claims, which remain outstanding after completing the course of action as per this Lease Agreement.
- xvii. In case of non-acceptance of LoA or non deposition of security deposit(s) or non signing of Lease Rent by the successful bidder, even after 40 days of issue of LoA, JMRC shall cancel the LoA and may award the contract to the bidder next in the ranking, at its discretion.

4. SPECIAL CONDITIONS OF CONTRACT (SCC)

4.1 OBJECTIVE OF THE LEASE

- i. To augment non-operational revenue of JMRC through leasing out retail spaces.
- ii. Position Jaipur Metro as a most sought after location for retail business.
- iii. Contribute to the aesthetical view of the Jaipur Metro through high quality small retail spaces comparable to world class Metro Railways and Airports.
- iv. Provide good quality items of daily household use to the passengers travelling in Jaipur Metro.
- v. Provide value to the corporate who work with in Jaipur Metro.

4.2 PRELIMINARY PLAN & NOTICE TO PROCEED (NTP)

- i. Lessee shall submit preliminary plan of deployment of retail space area as per scope of Lease, immediately after issuance of LOA but latest within 40 days of issue of LOA for each of the spaces.
- ii. Lessee is solely responsible for the compliance of all applicable laws. The plan of development submitted by the Lessee shall be subject to the approval by JMRC
- iii. In the preliminary plan, the Lessee shall inter-alia, submit details of the development of Leased spaces, their locations & sizes and type of activity to be carried out there along with necessary and relevant details.
- iv. Area of retail space specified in the RFP document is approximate. Actual area shall be measured before issue of NTP & signing of lease agreement. If there is any variation in the area the Lease Rent shall be charged on pro-rata basis for actual area leased. The actual area of retail business space for which Lease Rent shall be chargeable, shall be worked out based on following criteria :
 - a) Measurement of actual area of retail space shall be the area of built up spaces worked out based on outer dimensions of the covered area excluding the area covered by the columns (including finishing), vent, shafts, utility ducts, public toilets, common corridors and passages, staircases and balconies which are not being used for commercial activities.
 - b) In case of difference of opinion in respect of the quantum of actual area, the decision of JMRC will be final and binding. The Lessee voluntarily and unequivocally agrees not to seek any claim of compensation or any other consideration on this account.
- v. JMRC will have the right to approve the Lessee's first deployment plan (preliminary plan) with such changes, as it may find necessary and compliance of all such changes and modifications in the first deployment plan / preliminary plans as suggested by JMRC shall be mandatory for the Lessee. The Lessee shall submit final deployment plan, to JMRC within 7 days from JMRC's communication requiring modifications.

- vi. Subsequently, after signing of Lease agreement and deposition of upfront amount, Notice to Proceed (NTP) shall be issued by JMRC, along with the approval of deployment plan. The retail spaces shall be deemed handed over to lessee from the date of issuance of NTP.
- vii. Even after issue of NTP, JMRC will have the right to suggest changes, as it may find necessary and compliance of all such changes and modifications in the deployment plan / preliminary plans as suggested by JMRC shall be mandatory for the Lessee.
- viii. Even after issue of NTP, the work at site can only be started after clearance of all statutory obligations / requirements.
- ix. The Lessee shall be given a lease rent free grace period of 60 (Sixty) days from the date of issue of NTP for completion of structure at planned spaces.
- x. If any approval is required to be taken from any authority for carrying on the business, the same shall at all-time be the sole responsibility of the Lessee.

4.3 SCOPE AND CONDITIONS OF LEASE

- i. The selected bidder shall have rights to use the leased out spaces to Install, Manage, Operate, Maintain and sublet the commercial spaces in respect of the authorised spaces at Jaipur Metro Mansarovar Station as per this RFP and as per approval conveyed through NTP.
- ii. The Details of retail spaces are given in Annexure-XIII (A) & (B). The Lessee shall be encouraged to use innovative methods of development of retail spaces.
- iii. The Lease Rent shall be chargeable for the area given to the successful bidder as per this RFP.
- iv. The proposed retail spaces at station shall be developed & furnished by the lessee at their own cost, as per JMRC's specifications and the same shall be available for utilization as commercial space as per terms & conditions of the contract.
- v. The end use of retail spaces shall be decided by the lessee as per market requirement except for items/ services/activities prohibited by Law in force at the opportune time or by JMRC as per law of land.
- vi. The retail spaces at metro station shall exclusively belong to the JMRC, without creating any right, title or interest of whatsoever nature in the said spaces in favour of the successful bidder. Jaipur Metro will provide only bare locations on "as is where is basis" for retail business on Lease basis. The successful bidder will at his own expense shall develop & furnish the same at his own cost.
- vii. Only Lessee or the person authorised by the Lessee paying the Lease Rent, Maintenance & other charges regularly and adhering to its obligations under the terms and conditions of this RFP and the consequential Lease Agreement shall be allowed to use the retail space during the Lease period.
- viii. The Lessee will have the right to use the space for its business as specified in this RFP or can sub-lease the space to end user. In this regard, the Lessee shall sign an agreement with the sub-lessee after getting the draft of agreement approved from JMRC. The sub-lessee shall not be allowed to further sublet the retail space
- ix. JMRC reserves its right to withdraw a few spaces or locations approved from the Lease rights. The Lessee hereby voluntarily and unequivocally agrees not to seek any

claim, damages, compensation or any other consideration, whatsoever on this account. The Lessee shall vacate the premises of such station within a period of 30 days from such intimation. The tenure of the Lease period shall be co terminus with this Lease agreement.

- x. The Lease Rent along with other dues shall be payable in advance by the Lessee to JMRC on quarterly basis before the 30th day of the end of the month.
- xi. Cooking with gas bank shall be strictly prohibited by JMRC and only electrical cooking/heating will be permitted with prior written permission from JMRC.
- xii. Access in the JMRC system shall be through Smart Card on prevailing charges as prescribed by JMRC from time to time. All the Lessee's personnel shall be required to possess ID card while working in the JMRC's premises.
- xiii. On completion/termination of Lease agreement, the Lessee shall handover the premises as per the last development plan with normal wear and tears. The Lessee shall not remove any facility, equipment, fixture etc. which are integral part of the development plan of the premises. However, the Lessee can remove movable assets without causing damage to the structure.
- xiv. The lessee herewith granted shall not be construed in any way as giving or creating any other right in favour of the Lessee but shall be construed to be only as a lease in terms & conditions herein contained.

4.4 RIGHTS AND OBLIGATIONS OF THE LESSEE

- i. The Lessee's rights and obligations shall include the following, in addition to and without prejudice to other obligations under this Agreement:
 - a. to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities;
 - b. to operate and maintain the Leased Area at all times in conformity with this Lease Agreement;
 - c. to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors, etc.;
 - d. to take all reasonable steps to protect the environment (both on and off the Leased Space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per applicable laws and applicable permits;
 - e. to duly supervise, monitor and control the activities of contractors, agents, sub lessee etc., if any, under their respective Lease Agreements as may be necessary;
 - f. to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
 - g. not to permit any person, claiming through or under the Lessee, to create or place any encumbrance or security interest over whole or any part of the Leased Space or its assets, or on any rights of the Lessee therein or under this Agreement, save and except as expressly permitted in this Agreement;

- h. The lessee shall ensure that the area inside retail space & surrounding it shall remain always clean to keep the Leased Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station, Commuters or JMRC's activities;
- i. at all times, to afford access to the Leased Space to the authorised representatives of JMRC, other persons duly authorised by the Government or any Authority having jurisdiction over the business at Leased Space, to inspect the Leased Space and to investigate any matter within their authority and upon reasonable notice;
- j. to comply with the divestment requirements and hand over the Leased space to JMRC upon Termination of the Agreement;
- k. to ensure that no foul/ unpleasant smell shall spread out from the spaces of the Lessee;
- ii. To ensure that its equipment does not interfere with the function of JMRC's equipment installed at the station. The Lessee is advised to obtain prior written consent from JMRC for installing such equipment. However, JMRC reserves the right to refuse installation of the equipment or to direct the lessee for removal of the equipment even after the installation if it is of the opinion that the Lessees equipment shall interfere with the metro installations.
- iii. The Lessee shall be solely and primarily responsible to JMRC for observance of all the provisions of this Lease Agreement on behalf of its employees and representatives and any person acting under or for and on behalf of the Lessee; contractor (s)/ sub lessee appointed for the Leased Space as fully as if they were the acts or defaults of the Lessee, its agents or employees.
- iv. Responsibility of garbage disposal and cleaning of retail spaces shall be with lessee/sub lessee & the lessee/sub lessee shall ensure that the area inside retail space & surroundings to it shall remain always clean. The disposal of the garbage / waste is to be done by the lessee / sub-lessee at the nominated dumping yard of Jaipur Municipal Corporation.

4.5 ELECTRICITY & WATER PROVISIONING

- i. JMRC will provide power connection with sub metering arrangements if technically feasible. JMRC shall provide one electrical connection for each retail space. Further extension of electrical point through cable up to the respective retail space shall be done by the agency. All the charges for electrical installation and tariff shall be as per Annexure XI.
- ii. Lessee shall maintain all the existing fittings and cables inside leased space during the lease period and hand over the same in original condition as taken over to JMRC. The licensee shall arrange any additional lighting arrangements as required.
- iii. Earthing provision should be mentioned in the preliminary plan and also additional earth pit location should be clearly marked. JMRC shall provide space for earthing pit at suitable location.

- iv. The lessee shall submit installation certificate for new installation of electric lines/work along with necessary drawing after execution and also display sign board at public area related to electric work, which will be helpful during any incident / accident.
- v. The electrical installation work shall be carried out under supervision of nominated electrical engineer of JMRC by lessee.
- vi. Adequate fire fighting arrangements inside the leased premises shall have to be made by the lessee at his own, all the time during installation work as well as during the total currency of lease period. JMRC representative (Fire/Electrical) shall visit the leased area for ensuring the safety measures at any time and at least twice in a year.
- vii. In the above case, considering the stipulated provisions on electric safety at Metro premises, the lessee shall adhere to Rules and Guidelines for release, upkeep and maintenance of electric power as per Annexure –XI.
- viii. The Agency voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and costs associated provision of electricity.
- ix. At the time of applying of electrical connection, the Lessee shall also deposit towards Electricity Bill Payment Security (in the form of DD / Banker's cheque), a sum to be calculated as per Annexure – XI after receipt of the Notice to Proceed, This amount shall be refunded after adjusting any dues on account of electricity consumption upon expiry / termination of Lease agreement. No interest shall be payable on Electric Bill Payment Security.
- x. JMRC shall present the bill against electricity consumption on actual usage basis, as per the applicable tariff & norms as per Annexure – XI, to the Lessee. Electricity consumption charges shall be payable by the lessee to JMRC within ten days of issue of bill by JMRC.
- xi. Only non-drinkable water supply is available at stations. Wherever there are common water points inside the identified retail spaces, the same shall be used by the lessee/sub-lessee without any charges. For other retailers, one common non-drinkable water point on each side of entry/exit of metro station shall be arranged by JMRC.
- xii. In case any dedicated water supply point is required to be extended to any retailer separately, the same can be arranged on one time installation charges of Rs. 3000 per point. In all such cases, wherever dedicated water points are available/provided, water consumption charges of Rs. 300 per month per retail space shall be charged by JMRC. This will be over & above the payable lease rent.

4.6 HAND OVER OF RETAIL SPACE TO JMRC

- i. The space handed over to the Lessee under this agreement will be kept in good condition and maintained properly by the Lessee at its own cost. The Lessee shall handover physical possession of the vacant retail space at the end of the term of the Agreement in the good condition, after removing all movable fixtures to JMRC except

for reasonable wear and tear and acts of God and nature. If the space is not handed over in good condition at the end of contract or on termination of the contract, JMRC reserves the right to seek exemplary damages and compensation.

- ii. No Lease / sub-lease/ tenancy/sub-tenancy is being created by JMRC in favour of Lessee under or in pursuance of the Lease Agreement as a result of this RFP and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:
 - a. That the Lessee shall not have or claim any interest in the said spaces as a lessee / tenant / sub-tenant or otherwise;
 - b. That no right as a tenant/ Sub-Tenant or otherwise is purported is intended to be created or transferred by JMRC in favour of Lessee in or in respect of the said spaces, except to carry out their activities over the granted space under this License Agreement and
 - c. That the rights, which Lessee shall have in relation to the said spaces, are only those set out in this agreement.
 - d. The relationship between JMRC and Lessee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between JMRC on the one hand and Lessee on the other hand in connection with and/or relating business to be operated by Lessee / sub lessee at the said spaces.
- iii. That if the Lessee fails to vacate the property within a grace period of 10 days of termination / expiry of the agreement, the Lessee shall be deemed to be an unauthorized occupant in the said spaces and its performance security deposit shall be forfeited. Besides this, JMRC will take over the said retail space in its possession and may take further appropriate legal action at its discretion.
- iv. The working site is required to be cleared off all the material and debris before leaving the site after expiry/termination of contract. Repair to damages like concreting, plaster and paint work to JMRC assets shall be done by the Lessee after removal of fixtures.
- v. The refundable security deposit and the advance Lease Rent (refundable, if any) shall be refunded after getting the No Dues Certificate, from Civil Department of O&S Directorate and Revenue Department of Corporate Affairs Directorate of JMRC regarding proper handover of the vacant space(s).

4.7 OTHER TERMS & CONDITIONS

- i. The GCC (General Conditions of Contract) / SHE Manual (Safety, Health & Environment manual) of JMRC as available on JMRC website www.jaipurmetrorail.in, are part to this RFP Process and are applicable as a whole on

this RFP process & the pursuant contract agreement. However, wherever the provisions contained in this RFP document are in conflict with the GCC / SHE Manual, the provisions contained in the RFP document shall prevail. Bidders are advised to carefully read the GCC / SHE Manual uploaded on the Corporation website.

- ii. The Lessee will ensure safety and security at the retail space leased. JMRC in any case will not take any responsibility. However, in the event of any theft or loss of any nature, the Lessee will indemnify and keep indemnified JMRC for any losses on this account.
- iii. The Lessee shall use the space marked, only for the purpose indicated in this Agreement and for no other purpose whatsoever. Any change in usage may be permitted only on approval of the competent authority of the Lessor. The JMRC reserves the right to penalize the Lessee upto Rs.5000 for every occasion, where there has been misuse of the spaces.
- iv. Lessee can sub lease the space to end user, However sub lessee shall not be allowed to further sublet the retail space. An agreement shall be signed between the lessee and sub-lessee as mentioned in Clause 4.3(viii).
- v. No permanent interests or lien of whatever nature is allowed to be created on the Leased spaces.
- vi. The Lessee can terminate/ remove the sub Lessee as it requires but not more than 2 (two) times in a year; every time the lessee will intimate and execute new agreement with the sub-lessee.
- vii. This Lease contract does not entitle Lessee or its representatives 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.
- viii. A fine upto of Rs.5,000 per occasion can be imposed by JMRC on the Lessee on the following offences as and when found to be committed by the Lessee/sub lessee or any of its staff:

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

- ix. All taxes including GST & all other statutory dues, where applicable on the activities being carried out at the space by the Lessee shall be borne solely by the Lessee without any contest. However, tax related to property shall be borne by JMRC. The selected bidder indemnifies JMRC from any claims that may arise from the statutory authorities in connection with this Lease.
- x. The selected bidder will not ask for any claim or compensation from JMRC if the activities of the lessee are not permitted due to Court Order / local laws / civil authorities.
- xi. Lessee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of JMRC's electrical inspectors/ authorized representative shall be complied with by the Lessee at its own cost.
- xii. The Lessee shall indemnify JMRC from / against any claims made or damages suffered by JMRC by reason of any default on the part of the Lessee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which spaces are located.
- xiii. The Lessee will ensure safety and security of its material at the allotted locations. JMRC in any case will not take any responsibility.
- xiv. The Lessee shall ensure that personnel (including outsourced Lessee staff, if any) deployed in connection with business of the Lessee shall behave decently and courteously on JMRC premises and indulge in no act that may adversely affect the reputation of the Corporation.
- xv. The Lessee shall protect, defend, hold JMRC harmless and indemnified against any legal, quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity solely on account of failure of the Lessee or his nominee in the discharge of the obligations under the Lease.
- xvi. The Lessee shall ensure that it does not in any way impinge on the safety and security of metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets.
- xvii. The Lessee shall nominate Manager(s)/ Supervisor(s) whose scope of services shall be as follows:
 - To interact with nodal JMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
 - Supervise the operations in the said spaces / equipment.
 - Adhere to the quality standards as applicable to the said installations.
 - To be responsible for cleanliness and hygiene in the said Spaces and to ensure that the business are conducted in clean, proper and efficient manner.
 - To ensure that fire detection and suppression measures were installed inside his

spaces and kept in good working condition.

- xviii. The metro operations, safety & security are to be given top priority. All installation activities are to be done with extra precautions and under the supervision of its responsible executive and advance intimation to JMRC's nodal officer (s).
- xix. JMRC shall not be responsible in any way for loss or damage by any means caused to the Lessee's Leased space or goods.
- xx. The Lessee shall keep in mind all applicable rules and regulations and instructions issued from time to time while occupying the Leased Space. JMRC will be free to take action against the Lessee for violating the same.
- xxi. The Lessee shall ensure that proper care is taken under skilled supervision during installation / maintenance of Leased space so that no damage is caused to JMRC assets or spaces.
- xxii. The retail space area will be handed over by JMRC on "as is where is" basis. That the Lessee will have to make structure as per requirements. The Lessee shall install its own fixtures and equipment in the said spaces after duly obtaining all necessary approvals from JMRC, permissions and licenses from statutory bodies/ other authorities, wherever required, at its own cost and expense. The clear height of 8 feet shall be allowed for the fixtures in the retail spaces. In addition to 8 feet, maximum 2 feet height shall be permitted for signage, wherever possible.
- xxiii. Lessee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The Lessee should also ensure that all notified statutory provisions and standards are observed in this regard.
- xxiv. In case of any damage to JMRC property during installation, for actual costs whatsoever for restoration to its original position will be recovered from Security deposit & Performance Security deposit of the Lessee and same will not be challenged in whatever manner.
- xxv. Any damage to JMRC assets during execution and operation of this contract shall be the responsibility of the Lessee and shall be rectified by the Lessee at its own cost on top priority with intimation to JMRC. Failure to rectify the same immediately without unreasonable delay may attract penalty to Lessee @ 10 times of the maintenance cost or more as assessed by JMRC as per site condition.
- xxvi. If the activities by Lessee during execution and maintenance of this contract cause any harm or accident to public and commuters of Jaipur Metro, it will be the sole liability of the Lessee. The Lessee shall indemnify JMRC from / against any claims in such incidence.
- xxvii. JMRC Employees and / or personnel authorised by it / Fire Officer / Electrical Inspector/ authorized personnel will have unfettered access to the Leased space for inspection / checking of electrical safety, fire detection and suppression measures etc. The instructions issued by the JMRC's fire officer/ electrical inspector/ authorised personnel shall be obeyed fully without any demur. Any costs associated with carving

out the instructions of the authorised personnel of JMRC will be borne solely by the Lessee.

- xxviii. That the overall control and ownership of the retail spaces shall at all times remain vested with JMRC who will have the right to inspect spaces as and when considered necessary, with respect to its bona-fide use and in connection with fulfilment of the other terms and conditions of the Lease agreement. If any fixture or utility relating to operation of metro rail is running through the area Leased, proper precautions as advised by JMRC will be taken by Lessee. The loss due to obstruction so caused on the business of the Lessee will not be borne by JMRC.
- xxix. The Lessee will strictly not encroach upon common areas / circulating areas or any other space, and restrict his operation to within the area Leased. In case, the Lessee encroaches upon the common area, circulating area or any other space then a fine/compensation @ Rs.500 on the first occasion, Rs. 2000 on the second occasion and Rs. 3000 on the third occasion & thereafter will be imposed by JMRC. However, after 3rd such occasion JMRC reserves the right to terminate the Lease and forfeit the performance security deposit, at its discretion.
- xxx. Lessee shall ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment around metro corridor and enhance JMRC's image. Any physical damage or injury to the commuters or passers-by due to lapses on the part of the Lessee will be the sole responsibility of the Lessee only and JMRC will have no legal obligations or liability towards the injured.
- xxxi. That the Lessee shall bear the cost of day-to-day repairs and maintenance at the Leased space.
- xxxii. The said spaces, which have been leased out to the Lessee under this agreement shall be kept in good condition and maintained properly by the Lessee at their own cost. If the property is not handed over back in good condition as required under this agreement, JMRC reserves the right to seek exemplary damages and indemnification.
- xxxiii. The Lessee will be allowed to carry out any alterations or renovations within the demarcated space but without in any way altering or damaging the main/shell structure of the said spaces. The Lessee is supposed to take prior written approval from JMRC through a written notice prior to commencement of any alteration works and if necessary JMRC reserves the right to ask for and review the renovation plan/drawings before providing consent.
- xxxiv. The Lessee will be responsible for the costs of removing debris from the spaces and will be responsible for all damage to the common areas of the complex like flooring, during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by JMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the Lessee's account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by JMRC.

- xxxv. Lessee shall not have any claim for compensation or damages, in case of delay in handing over retail business spaces on any station to Lessee.
- xxxvi. The lessee will not have any right of any new retail space available in the Metro Station and JMRC will have the right to lease out the new retail spaces to any other agency.
- xxxvii. These retail spaces are inside shutter of metro station and the retail spaces shall be available only during the commercial operations of the Metro Rail and shall be closed from 10PM to 6AM. The timing of commercial operations shall be at the discretion of JMRC. On need basis, any request of change of timing, if feasible, shall be decided by JMRC. However, loading and unloading shall be permitted by JMRC during non-operation hours, as feasible.
- xxxviii. The lessee shall be allowed to put signage/advertisement as per following:
- a. The Lessee/sub-Lessee shall be allowed to display name of shop/retail space and to display (visible from outside the retail space) the product which are available in the shop/retail space. However, no display/advertisement of other goods/services shall be allowed.
 - b. The Lessee shall follow the law of land regarding advertising and display of signage boards and shall strictly comply with provisions regarding, including but not limited to, national emblem and symbols, flag code, decent representation of women, public morality, communal harmony etc.
- xxxix. There shall be no provision for free parking to Lessee / sub-lessee and its employees under this leasing. Lessee may use parking space from JMRC's authorized parking contractor as per rates and conditions of parking contract.

4.8 DURATION OF LEASE PERIOD / AGREEMENT

- i. The lease of retail spaces shall be for a period of 7 (Seven) years extendable upto 10 (Ten) years (i.e., for three more years after initial seven years) on mutual consent basis, unless otherwise terminated by JMRC or surrendered by the Lessee. The tenure of Lease agreement shall commence from the date of commencement of Lease Rent (i.e., 61st day of issue of NTP). Extension may be granted for a further period of 3 (Three) years with mutual consent on the same terms and conditions except that the agreement may also be terminated earlier in accordance with the terms of this RFP.
- ii. In any case, no extension in lease agreement shall be given beyond 10 years. The Lessee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non-extension of Lease by the JMRC.
- iii. The lessee shall have to request for extension, if willing, prior to two months of termination of initial period of seven years. In case of extension of three years is granted, the lessee shall have to revise/resubmit Performance Security Deposit of 6 months on the basis of monthly lease rent of 8th year of lease.
- iv. There will be an initial lock-in period of two years.

- v. No partial surrender of retail business space shall be permissible.

4.9 STATUTORY OBLIGATIONS / INDEMNITY AND INSURANCE

- i. The Lessee shall indemnify JMRC from / against any claims made or damages suffered by JMRC by reason of any default on the part of the Lessee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which spaces are located.
- ii. The Lessee hereby undertakes to indemnify and hold JMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities.
- iii. The Corporation will not be responsible for any accident involving any personnel of the Lessee or its vendor 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.
- iv. The Corporation will not be responsible for any accident / theft etc. involving any asset of the Lessee. The Lessee(s) itself would be responsible for such incident. The Lessee is advised to have its assets insured under suitable Insurance Schemes at its own cost.
- v. The Lessee will bear the cost, throughout the term of the Lease, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said spaces, including death or injury caused by the sole negligence of the Lessee / its vendor or Lessee's failure to perform its obligations under the agreement.
- vi. Upon JMRC's request, the Lessee shall submit to JMRC, suitable evidence that the foregoing insurance policy or policies are in effect. In the event of the default, i.e., avoiding the insurance cover or otherwise, the Lessee agrees and undertakes to indemnify and hold JMRC harmless against any and all liabilities, losses, damages, claims, expenses suffered by JMRC as a result of such default by the Lessee.
- vii. The Lessee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and all applicable. The Lessee shall also familiarize itself and its staff and also comply with all provisions under the Metro Railways (Construction of Works) Act, 1978 and Metro Railways (Operation and Maintenance) Act, 2002 as amended from time to time as well as the rules framed thereunder and also to instructions issued from time to time from the office of Director (Corporate Affairs) JMRC. Non-compliance with rules / regulations / notices and laws may be treated as breach of contract and may lead to cancellation of contract and forfeiture of performance security deposit and other payments.
- viii. Any type of statutory taxes applicable under this tender process (either in force at present or may be applicable in future by a competent order / notification) will be borne by the selected bidder and the Corporation would not make any payment on this account. In case, the selected bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the JMRC is put to any loss /

obligation, monetary or otherwise, the JMRC will deduct the same from the Security Deposit of the selected bidder, to the extent of the loss or obligation in monetary terms and Lessee shall reimburse the security deposit to that extent **within 30 days of such debit by JMRC.**

- ix. Obligation for adhering to statutory norms and regulations laid down by any other Statutory Body of Central / State Government in connection with the retail business of Lessee shall be vested in the Lessee. The successful bidder will also be required to take, prior approval from all the relevant authorities as per the applicable laws of the land for operation of business. If any fine / penalty is imposed on JMRC due to non availability of any such approval(s), the same shall be recovered from the security deposit of the Lessee and Lessee shall reimburse the security deposit to that extent **within 30 days of such debit by JMRC.**
- x. The Lessee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Lessee shall indemnify JMRC for any loss and damages suffered due to violation of its provision.
- xi. The Lessee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said spaces. Lessee hereby indemnifies JMRC against any liability arising in connection with the employment of its personnel in the said spaces by lessor. However, all taxes in relation to ownership of the leased retail spaces shall be paid by JMRC.
- xii. The Lessee shall indemnify JMRC from any serious accident caused due to negligence of the Lessee, resulting in injury, death to commuters or JMRC employees or anyone or loss to JMRC property during the currency of Lease agreement.

4.10 PROHIBITED ITEM LIST

| SN | Prohibited activities on Retail Spaces |
|-----------|--|
| 1. | Tobacco products & Betel (Pan) etc. |
| 2. | Fire arms, Fire crackers, Hazardous and explosive Chemicals, gases & pesticides |
| 3. | Petrol & other inflammable chemicals |
| 4. | Kerosene/Gas/Coal based cooking |
| 5. | Any product/ Service the sale/storage of which is unlawful/ illegal or deemed or restricted for sale/storage under any Indian act or legislation |
| 6. | Bank ATMs |
| 7. | Any other product/ service as notified by JMRC in the public interest or due to security/ safety reasons. |

4.11 PAYMENT TERMS OF THE LEASE

- i. The successful bidder shall make payment of non-refundable upfront equal to 3 months rent on the basis of approved monthly lease rent for first year of the lease, before issue of NTP.
- ii. The successful bidder shall pay the quarterly Lease Rent to JMRC, for first year at the rate accepted by JMRC.
- iii. The rate of annual increment of Lease Rents shall be @6 % per annum on annual compounding basis. Therefore quarterly lease rent for subsequent years shall be payable by the successful bidder on the rates compounding accordingly.
- iv. The lease rent shall be chargeable after a grace period of 60 days from the date of issue of Notice to Proceed (NTP), even if more time is required by the Lessee to complete crating infrastructure for retail business activities or even if the Lessee has started business within 60 days.
- v. The Lease Rent for the first quarter including all other recurring charges shall be paid within 15 days of issue of Notice to Proceed (NTP). Demand for the lease rent shall be raised for the actual area of each of the retail space on corresponding approved rate for that retail space as mentioned in NTP, immediately after issue of NTP.
- vi. If the initial Lease Rent date, i.e., 61st day of the NTP commences after the 1st date of any month of the first month, then the Lease Rent for the first quarter shall include the Lease Rent of the remaining days of that calendar month, on pro-rata basis, and Lease Rent of next 3 month.
- vii. Accordingly, from next quarter, the payment of Lease Rent including all other recurring charges shall be made in advance, to JMRC, for each quarter, **latest by 25th of the month proceeding the month without waiting for formal invoice from JMRC.**
- viii. The maintenance of commercial area cleaning shall be remaining with JMRC.
- ix. In case of any dedicated water supply point is required to be extended to any retailer separately, the same can be arranged on one time installation charges of Rs. 3000 per point. In all such cases, wherever dedicated water points are available/provided, water consumption charges of Rs. 300 per month per retail space shall be charged by JMRC. This will be over & above the payable lease rent. These charges shall be applicable from the date of providing such facility.
- x. In case of delay in payment of Lease Rent and other maintenance charges, interest @1% per month will be calculated on the outstanding amount for delay less than 15 days and @2% per month for entire period in case of delay of more than 15 days.
- xi. Any delay in payment beyond 15 days as mentioned in clause vii of this document shall be considered as a default and such third default may result in termination of this Lease agreement at the discretion of JMRC.

- xii. In addition to Lease Rent etc., Lessee is liable to pay necessary GST and all other Central & State Government taxes as applicable from time to time.
- xiii. The Lessee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the Lessor. The Lessee also voluntarily agrees to collect the invoices from the office of the Authorized representative of the Lessor (JMRC), if required, before the due date. Non- receipt of invoice will not be consideration for delayed or non-payment of dues and may be treated as a breach of agreement.
- xiv. In case payment is not made by due date, a 7 day notice to remind to clear outstanding dues shall be issued with a caution notice that in the event of failure to clear all the dues with interest, a termination notice shall be served within 15 days from the due date to the Lessee, for payment of all dues.
- xv. Any representation or any request by the Lessee shall only be entertained if the Lessee deposits 100% dues as per issue / demand within 7 days of issue of termination notice with applicable interest. No opportunity of any kind will be given in the matter after expiry of termination notice and the contract shall be liable to be terminated.
- xvi. The Lessee shall vacate the Leased space by taking away all his articles and hand over the Leased space to authorised officer of JMRC before last date of termination notice otherwise JMRC shall have the right to seize these material. Unauthorized occupancy charges (may be prescribed by JMRC from time to time) will be levied after 7 days Grace Period from the date of termination order.
- xvii. In case of payment of Licence/Lease fee electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC in the format prescribed at Annexure-XII of this RFP, within seven days of making such payment(s) for reconciliation purpose(s).
- xviii. In no case payments shall be allowed to remain outstanding for a maximum period of three months. If any stage, the dues remain outstanding for the period of more than three months, the Lease agreement shall be terminated.

4.12 SUSPENSION OF LEASE

- i. If, for any reason whatsoever, the Lease is temporarily suspended by the JMRC for any reason whatsoever, the Corporation will convey temporary suspension of the Lease in writing to the Lessee for which period, the Lessee shall fully or partially stop its activities as advised by the Corporation.
- ii. Due to the period under suspension if the time schedule gets extended, the Lease period shall consequently be treated as extended upto the duration of suspension or otherwise as deemed fit by JMRC under the terms and conditions as laid out in this RFP.
- iii. If the Lease is suspended by JMRC **for a period of more than 3 months**, the Lessee may seek termination of contract from JMRC without any obligation on both side.

4.13 BREACH OF CONTRACT / LEASE AGREEMENT

- i. The Lessee shall abide by the terms and conditions of this RFP and the consequent Lease Agreement. JMRC shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the Lessee, and may additionally impose justifiable penalty upon the Lessee, which shall not necessarily be limited to the amount of Security Deposit. JMRC shall also have the right to rescind or terminate the Contract / Lease Agreement (in full or part) in the event of such breach.
- ii. Any notice required to be served on the Lessee under this agreement shall be deemed to be served if delivered at the Lessee's address or sent by Registered post /speed post to the Lessee. Similarly, any notice to be given to JMRC under this agreement shall be deemed to have been served if delivered at or sent by Registered post to JMRC. The period of notice given under this Agreement will be counted from the date of delivery at address (as per receipt of notice by either side) or from date of despatch in case of delivery by registered post, whichever is earlier.
- iii. In case of breach of contract by successful bidder, JMRC may terminate the contract by giving notice of 15 days.

4.14 TERMINATION OF LEASE AGREEMENT

- i. JMRC reserves the right to terminate the Agreement by giving **3 (three) months advance notice** in writing to the Lessee, without assigning any reason thereof. During the notice period Lessee will continue to do its business or provide services. On the termination of the lease agreement, the Lessee shall pay Lease Rent to the JMRC for the notice period. In this instance, the advance performance security deposit and advance Lease Rent deposited with JMRC shall be refunded after adjusting the dues, if any. Upfront rental of three months, in this case, shall be refunded proportionately.
- ii. The Lessee shall have the right to terminate the Agreement during the term by giving **3 (Three) months advance notice** in writing of his intentions after the initial lock-in period of 2 years. In such cases, the advance performance security deposit shall be refunded after payment of the Lease Rent dues, if any.
- iii. In case, the Lessee wants to give notice for termination of the Lease agreement within initial lock-in period of 2 (two) years, the Lessee shall give at least **6 (six) months advance notice** to JMRC before completion of defined lock-in period and will continue to pay Lease Rents of the balance duration of lock in period. In such case, the performance security deposit of 6 months shall be refunded after adjustment of the Lease Rent dues, if any. On expiry of the said lock-in period, the agreement shall automatically stand terminated.

In case, the termination notice is not given as above, the advance performance security deposit and advance charges/ Lease Rents paid will stand forfeited in favour of JMRC, **after adjustment of outstanding dues, if any, payable to JMRC.**

- iv. If the Lessee is desirous of terminating the Lease after expiry of lock-in period without

serving any prior intimation period or shorter intimation period than **3 months**, the agreement shall be deemed to be terminated on completion of such improper intimation period. In such cases, the advance performance security deposit shall be refunded to the Lessee after adjustment of Lease Rent for period shorter than 3 months (notice period) and outstanding dues, if any.

- v. The Lease Agreement shall be deemed to be terminated on the date mentioned in termination / surrender notice, subject to confirmation by JMRC. Only on submission of the “no dues certificate” issued by the authorised representative of the JMRC, will any amounts due, if any, will be released to the Lessee.
- vi. In any of the above case(s), balance outstanding dues, if any, are more than advance Performance Security Deposit, shall be recoverable from the Lessee before Lessee is permitted to remove their establishment(s) or else JMRC will seize their infrastructure and use legal means to recover the balance amount. JMRC shall also be free to dispose-off the property / goods in whatsoever manner as it deems fit. Lessee shall have no claim for compensation or consideration / damages.
- vii. Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:
 - a. Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still doing business or providing services as provided under this Contract.
 - b. Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute.
 - c. Each party shall not use each other’s name, trademark, brand name, logo, etc. in any audio or visual form after termination of this Contract or even during the contract.
 - d. The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract.

4.15 PROHIBITED PRACTICES

- i. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reserve the right not to award Contracts to such bidder or to cancel the Contracts, if already awarded without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority

shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and the Performance Security Deposit, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such bidder's Bid.

- ii. Without prejudice to the rights of the Authority under Clause 4.15 (i) hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if the bidder or successful bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practice (as defined above) during the Selection Process, or after the issue of the LOA or after the execution of the Contract Agreement, such bidder or selected bidder shall not be eligible to participate in any tender or RFP issued by the Authority either indefinitely or for a specified period of time, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any such Prohibited Practice.
- iii. For the purposes of this Clause 4.15, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process for this RFP;
 - (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process for this RFP ;
 - (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process for this RFP;
 - (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process for this RFP; or (ii) having a Conflict of Interest; and
 - (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process for this RFP.

4.16 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Lessee out of or in relation to this "Lease Agreement" and so notified in writing by either Party to the other (the "Dispute"), the same shall be discussed in the first instance between the representatives of the Lessee and representatives of JMRC.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorized signatory of the other party within 21 days of arising of such a

claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the sole arbitrator. However, failing to any agreement on the appointment of sole arbitrator, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding arbitrator. The decision of arbitrator(s) shall be final & binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. The provisions of the Arbitration and Conciliation Act, 1996 shall apply and the language of arbitration shall be English.

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

4.17 FORCE MAJEURE

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of this Bid and Lease Agreement(s) to be signed in pursuance of this Bid process, 'force majeure' shall mean any cause or event preventing performance of an obligation under this Bid or Lease Agreement(s) under this Bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. In the event of the Force-Majeure condition(s) continuing beyond a reasonable period, 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, JMRC shall not be liable to pay to the bidder, any compensation towards financial implications arising due to Force Majeure.
- iv. As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure Event.
- v. Upon the occurrence of any Force Majeure Event, the following shall apply:
 - a) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event.
 - b) The Lessee will not be liable to pay the Default Charges for the period for which the Force Majeure events persist.

- vi. Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations and such resumption shall be given effect through a written notice of information sent to the other party.
- vii. It is expressly agreed that Lessee's ability to do business or provide services to a third party at a more advantageous price or Lessee's economic hardship shall not constitute a force majeure event.

ANNEXURE – I

CHECK LIST

PART A. TECHNICAL BID

| Proposal will contain the following documents : | | Whether enclosed |
|---|--|------------------|
| 1. | This Check List, duly ticked & signed. This check list, duly checked / ticked and signed shall form part of this RFP Document (Annexure-I) | Yes/No |
| 2. | All pages of RFP Document with corrigendum, addendum if any, duly signed and sealed by the Authorised Signatory of the bidder Organisation on each page. | Yes/No |
| 3. | Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP), GCC and SHE Manual, duly filled & signed (Annexure – II) | Yes/No |
| 4. | Bidder's Profile and bid form, duly filled and signed by authorised signatory (Annexure–III) | Yes/No |
| 5. | Statement Giving Details of Technical capacity of the bidder duly filled & enclosing required supporting documents(Annexure–IV) | Yes/No |
| 6. | Statement Giving Details of Financial capacity of the bidder duly filled & enclosing required supporting documents (Annexure–V) | Yes/No |
| 7. | Format of Lease Agreement, blank format duly signed (Annexure-VI) | Yes/No |
| 8. | Power of attorney in favour of Authorised Signatory, for signing of Bid, duly signed and notarised, if applicable (Annexure –VII) along with the copy of Board resolution, if applicable. | Yes/No |
| 9. | Scanned copy of Bid Security (EMD) in Prescribed form of DD or Bank guarantee (format at Annexure VIII), as per clause 3.7&3.8 of RFP. | Yes/No |
| 10. | Format of Bank Guarantee for Performance Security Deposit, duly signed(Annexure IX) | Yes/No |
| 11. | Format of Bank Guarantee for Installation Security Deposit, duly signed(Annexure X) | Yes/No |
| 12. | Specification for electrical works (Annexure XI) | Yes/No |
| 13. | Format of intimation to JMRC for deposition of Lease Rent via RTGS/ NEFT/ ECS (Annexure XII) | Yes/No |

| Proposal will contain the following documents : | | Whether enclosed |
|---|---|------------------|
| 14. | Indicative retail business Spaces (Annexure- XIII) (A) & (B) | Yes/No |
| 15. | Registration Certificate of firm / Partnership deed / Certificate of incorporation etc. as per eligibility requirement prescribed in Clause 1.3(i) of RFP | Yes/No |
| 16. | Articles of Association & Memorandum of Association (If applicable) | Yes/No |
| 17. | Copy of Income Tax Registration (PAN) | Yes/No |
| 18. | Copy of GST Registration | Yes/No |
| 19. | Rent Agreement/ Telephone / Electricity/ Water connection bill etc. copy in the name of bidder Firm | Yes/No |
| 20. | Bid Document Cost in prescribed form (As per clause 3.6 & 3.8) of this RFP | Yes/No |

Important: It may be ensured that Rates (Financial quotes) are no where disclosed in technical bid. Else the technical bid shall be summarily rejected.

PART B.
FINANCIAL BID

| Proposal will contain the following documents : | Whether enclosed |
|---|------------------|
| Financial Bid duly filled and signed to be uploaded in excel format on e-procurement portal. The format of Financial Bid in RFP (Annexure - XIV) is for educational purpose and is to be signed with out quoting any rates there. | Yes/No |

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory (bidder)

ANNEXURE – II**DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP**

I/We,, having my /our office at....., agree to all the Terms & Conditions the Request For Proposal (RFP) No. F.1(76)/JMRC/DCA/REV/Retail-MSOR/2017-18/01 dated: 12.04.2018 issued by JMRC for leasing of retail business space on Jaipur Metro Mansarovar Metro Station corridor (Phase 1A) and corrigendum / addendum issued, if any (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein). I/ We also agree to abide by the relevant terms and conditions of General Conditions of Contract (GCC) & SHE manual of JMRC.

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

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

Our offer will remain valid and open for acceptance for 150 days from the last date of bid submission.

Date:

Signature:

Place:

Name :

Designation:

Seal of Authorised Signatory

ANNEXURE – III

BIDDER'S PROFILE & BID FORM

RFP No. F.1 (75)/JMRC/DCA/Rev/Retail-MSOR/2017-18/01 Dated: 12.04.2018

| | | |
|----|---|--|
| 1. | Name of the Bidder Firm | |
| 2. | Status of the Bidder Firm | Proprietorship/ Partnership firm/ Registered Company (mention CIN number in case of company) |
| 3. | Registered Office address with Contact & Communication details | |
| 4. | Operating/ Branch Office (In Rajasthan, if Registered office is situated out of Rajasthan) Contact details | |
| 5. | Date of registration / incorporation and/or commencement of business | |
| 6. | GST Registration No. | |
| 7. | PAN No. | |
| 8. | Name, designation and Contact details of Chief Executive of the firm | |
| 9. | Name, designation and Contact details of the authority that is authorized to sign the Bid document | |

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

Certificate / Undertaking

1. We certify that our organisation has neither been black listed nor our contracts have been terminated/ foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2017 and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE – IV

TECHNICAL CAPACITY OF THE APPLICANT

DETAILS OF EXPERIENCE AS PER CLAUSE 3 (v)

| S. No. | Name of Organizations along with address and telephone numbers | Type of contract | Amount of Contract (Rs. Lacs) | Duration of Contract | |
|--------|--|------------------|-------------------------------|----------------------|----|
| | | | | From | To |
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| | | | | | |

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

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

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory (bidder)

ANNEXURE – V

FINANCIAL CAPACITY OF THE APPLICANT

| Sl. No. | Financial Year | Turnover (Rs. In Lacs) |
|--|----------------|------------------------|
| 1 | Year 2014-15 | |
| 2 | Year 2015-16 | |
| 3 | Year 2016-17 | |
| Average Turnover for above three Financial Years | | |

The net worth as on 31/3/2017 is Rs.....

Note: Attach documents as per clause 3(iv) of RFP.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory (bidder)

ANNEXURE – VI**FORMAT OF LEASE AGREEMENT**

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

And

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

WHEREAS Lessee is entitled in Law to grant Lease for exclusive rights to utilize the retail space pursuant to this RFP to design, install, manage, operate, market and sell goods or provide services at Leased space under Jaipur Metro corridor(Phase 1A);

WHEREAS the Lessee is desirous to undertake Lease for exclusive rights to utilize the retail space pursuant to this RFP to design, install, manage, operate, market and sell goods or provide services at Jaipur Metro Mansarovar Metro Station corridor (Phase 1A), on the terms & conditions mentioned hereunder and as mentioned in the RFP No. F.1(76)/JMRC/DCA/REV/Retail-MSOR/2017-18/01 dated: 12.04.2018 and has approached the Lessor for the purpose;

AND WHEREAS the JMRC is agreeable to grant the Lease;

NOW, THEREFORE, this indenture witnessed:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - (i) Notice to Proceed (NTP) issued by JMRC.
 - (ii) The Letter of Acceptance (LOA) issued by the Corporation in favour of the Lessee.
 - (iii) Addendum and/or Corrigendum to the RFP Document if issued by the Corporation.
 - (iv) The RFP Document (RFP No. F.1(76)/JMRC/DCA/REV/Retail-MSOR/2017-18/01 dated: 12.04.2018 in its entirety along with all its Annexures, Appendices, etc.
 - (v) General Condition of Contract of JMRC.
 - (vi) Safety, Health and Environmental (SHE) Manual of JMRC.

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

2. That the Lease for the said exclusive rights to utilize the retail space pursuant to this RFP to design, install, manage, operate, market and sell goods or provide services at Mansarovar Metro Station shall be valid for the period of 7 years from the 61st day of issue of NTP and extendable upto 10 years on mutual consent basis on existing terms & conditions unless terminated earlier as provided in the RFP.
3. That the Lease shall be granted for rights to utilize the retail space pursuant to this RFP on bare sites on as is where is basis and commissioned by the Lessee at its own cost after creating infrastructure as per JMRC norms.
4. That the Lessee shall have exclusive rights to utilize the retail space pursuant to this RFP to design, install, manage, operate, market and sell goods or provide services at Jaipur Metro Mansarovar Metro Station corridor (Phase 1A), on the terms & conditions mentioned in the Lease agreement.
5. That the Lessee shall have rights to utilize the retail space pursuant to this RFP to design, install, manage, operate, market and sell goods or provide services for the space available at Mansarovar Metro Station as per details & rates given below:

| Retail Space Code | Size (Sq. M) | Level | Rate of Lease Rent (Rs. Per Square meter/month)# | Total Lease Rent/Month** |
|-------------------|--------------|-----------|--|--------------------------|
| RSMS01 | | Street | | |
| RCMS01 | | Concourse | | |
| RCMS02 | | Concourse | | |
| RCMS03 | | Concourse | | |
| RCMS04 | | Concourse | | |
| RCMS05 | | Concourse | | |
| Total | | | | |

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

Lease rent shall be increased 6% every year on compounding basis.

6. That in consideration, Lessee shall pay to the Lessor Quarterly Lease Rent, latest by 25th of the month preceding the Quarter, a sum as under:

| Lease Year | Rate of monthly payable Lease Rent* (In Rs.) | |
|------------|--|----------|
| | In figure | In words |
| I | | |
| II | | |
| III | | |
| IV | | |
| V | | |
| VI | | |
| VII | | |

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

7. The lessee has deposited/shall deposit one-time non-refundable upfront lease rent of three months amounting to Rs. _____ (Rupees _____ only) on

_____by way of a Demand Draft/Banker's Cheque/RTGS/NEFT/ before issue of NTP.

8. That, in case of any dedicated water supply point is required to be extended to any retailer separately; the same can be arranged on one time installation charges of Rs. 3000 per point. In all such cases, wherever dedicated water points are available/provided, water consumption charges of Rs. 300 per month per retail space shall be charged by JMRC from the date of providing such facility. This will be over & above the payable lease rent.
9. That the Lease Rent and maintenance charges shall be chargeable after a grace period of 61st days from the date of issue of Notice to Proceed (NTP), even if more time is required by the Lessee to complete installation & fabrication activities or even if the Lessee has started business within 60 days.
10. That the Lease Rent and maintenance charges for the first quarter including all other recurring charges shall be paid within 15 days of issue of Notice to Proceed (NTP).
11. That the Lessee shall make payment of Lease Rent, maintenance charges, etc. by Demand Draft / Banker's Cheque or NEFT/RTGS in favor of Jaipur Metro Rail Corporation Limited, payable in Jaipur.
12. That in case of default / delay in payment of Lease Rent, maintenance charges, etc. interest at 1% per month will be calculated on the outstanding amount for delay less than 15 days and at 2% per month for more than 15 days.
13. That any delay in payment beyond 15 days shall be considered as a default and such third default may result in termination of this Lease agreement at the discretion of the Lessor.
14. That the Lessee has paid towards Performance Security Deposit, a sum of Rs. _____ (Rupees _____ only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee No. _____ Dated _____ in favor of Jaipur Metro Rail Corporation, Jaipur.
15. That the Lessee has paid towards Installation Security Deposit, a sum of Rs. _____ (Rupees _____ only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee No. _____ Dated _____ in favor of Jaipur Metro Rail Corporation, Jaipur.
16. That in the event of the Lessee committing any breach of the terms & conditions of this RFP or Lease agreement executed in pursuance to this RFP, Lessor shall, without prejudice to other rights and remedies, be entitled to forfeit the Security Deposit or any part thereof. In such an event the Lessee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by Lessor to pay, so that the Security Deposit shall at all times during the continuance of this agreement, be for the same amount. On the expiration or earlier termination / of the Lease, the Lessor shall return the Security Deposit, to the Lessee, without interest.

17. 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.
18. That the Lessor shall provide bare space. All other requirements of Lessee shall be fulfilled by the Lessee at its own cost and efforts as pursuant to this RFP with due approval from JMRC;
19. That the Lessee shall make proper arrangements and be responsible for the safety / security of their equipment. Such measures as security personnel and CCTV cameras etc., shall be arranged by Lessee.
20. That the Lessor shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever;
21. That it shall be the responsibility of the Lessee at all the times during the currency of the Lease agreement to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the Leased spaces and the Lessor shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever.
22. That the Lessee shall use the designated space only for the bona fide purpose as mentioned in the RFP and recitals in this Agreement, and for no other purpose.
23. That considering the stipulated provisions on electric safety at Metro premises, the Lessee shall adhere to Rules and Guidelines for release, upkeep and maintenance of electric power as detailed in Annexure-XI of the RFP preceding to this Lease agreement.
24. That the Lease may be terminated on any of the conditions as mentioned in RFP No. F.1(76)/JMRC/DCA/REV/Retail-MSOR/2017-18/01 dated: 12.04.2018 issued by JMRC, preceding this Lease Agreement
25. That in the event of any failure, negligence or breach, in the opinion of Lessor, on the part of the Lessee in complying with all or any of the conditions of the Lease agreement, Lessor shall be entitled and be at liberty to terminate the Lease forthwith and remove the material and equipment/furniture and fixtures and movables & resume possession of the designated Space without payment of any compensation or damages and also forfeit in full or in part the amount of Security Deposits submitted by the Lessee. Lessor shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the Lessee, and may additionally impose justifiable penalty upon the Lessee, which shall not necessarily be limited to the amount of Security Deposits.

That the Lessor and the Lessee further agree that they are bound by the terms and conditions of the RFP Document No. F.1(76)/JMRC/DCA/REV/Retail-MSOR/2017-18/01 dated: 12.04.2018 (including any corrigenda and/or addenda thereof.) In case of any conflict between the RFP Document No F.1(76)/JMRC/DCA/REV/Retail-MSOR/2017-18/01 dated: 12.04.2018 (including any corrigenda and/or addenda thereof) and this Lessee Agreement, the later shall prevail insofar as the spirit of the RFP is not affected thereby.

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

Authorised Signatory

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 of GoR.

ANNEXURE-VII**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

Know all men by these presents, we,..... (name of the bidder firm), having our registered office at..... do hereby irrevocably constitute, nominate, 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 **“LEASING OF RETAIL SPACES AT MANSAROVAR METRO STATION FOR DEVELOPING AND OPERATING”** (RFP No. F.1(76)/JMRC/DCA/REV/Retail-MSOR/2017-18/01 dated: 12.04.2018) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF and whereas the above has been decided through our company's board resolution No..... dated....., a certified extract of which is attached with this document, WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2017.

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:

1. XXX 2. ABC

Note:

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

ANNEXURE – VIII

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

(refer clause 3.7)

(To be submitted by the bidder along with bid)

To,

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

Sir,

In accordance with your RFP for “**LEASING OF RETAIL SPACES AT MANSAROVAR METRO STATION FOR DEVELOPING AND OPERATING**” (RFP No. F.1 (F.1(76)/JMRC/DCA/REV/Retail-MSOR/2017-18/01 dated: 12.04.2018) M/s. (Name & full address of the firm) (herein after called the “bidder”) intends to submit a Bank Guarantee to participate in the said tender as mentioned in the RFP document.

It is a condition in the RFP document that the bidder has to deposit Earnest Money amounting to Rs. 28000/- (Rupees Twenty Eight Thousand Only) in respect to the tender, with Jaipur Metro Rail Corporation, Jaipur (hereinafter referred to as “JMRC”) by a Bank Guarantee from a Scheduled Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity date (i.e.,180 days from the last date of bid submission). It may be extended if required in concurrence with the bid validity.

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

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

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the JMRC shall be the sole judge of as to whether the bidder has committed any breach or breaches of any of the terms costs,

charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC on account thereof to the extent of the Earnest Money required to be deposited by the bidder in respect of the said RFP Document and the decision of the JMRC that the bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the JMRC to recover the said amount of Rs._____ (Rupees_____ only) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(bidder)and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs._____ (Rupees _____ only) and our guarantee shall remain in force till 30 days of the bid validity period, i.e., 180 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

.....

Name of the Bank officer:

.....

Designation:

Complete Postal address of Bank:

.....

.....

Telephone Numbers

Fax numbers

Note:

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

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

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

(Refer clause 3.10 (ii) (a) of the RFP)

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt _____ (hereinafter called the selected bidder) from the **demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____** for the due fulfilment by the selected bidder of the terms & conditions to be contained in a Lease Agreement signed pursuant to the F.1(76)/JMRC/DCA/REV/Retail-MSOR/2017-18/01 dated: 12.04.2018 issued by JMRC for **“LEASING OF RETAIL SPACES AT MANSAROVAR METRO STATION FOR DEVELOPING AND OPERATING”**

we, _____ (name of the Guaranteeing Bank, hereinafter referred to as “the Bank”) at the request of _____ (selected bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. _____, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, _____ by reason of any breach by the selected bidder of any of the terms & conditions contained in the said Lease agreement or RFP, or against any penalty imposed by JMRC on the selected bidder on such grounds.

2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the selected bidder by JMRC, on account of breach by the selected bidder of any of the terms & conditions contained in the Contract Agreement or RFP or by reason of the selected bidder's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We _____ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded notwithstanding any disputes raised by the selected bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there-under and the selected bidder shall have no claim against us for making such payment.

4. We _____ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 93 **Months** from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of

the Contract agreement and RFP have been fully and properly carried out by the selected bidder and accordingly discharges this guarantee.

5. We _____ (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms & conditions of the Lease agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the selected bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the selected bidder.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

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

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

ANNEXURE-X

FORMAT OF BANK GUARANTEE FOR INSTALLATION SECURITY DEPOSIT

(Refer clause 3.10 (ii) (b) of the RFP)

To:

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

WHEREAS _____

(Name and address of the Lessee) (hereinafter called “**the Lessee**”) has undertaken to fulfil the contractual obligations to be contained in the Lease Agreement signed pursuant to the RFP No. F.1(76)/JMRC/DCA/REV/Retail-MSOR/2017-18/01 dated: 12.04.2018 issued by JMRC for **LEASING OF RETAIL SPACES AT MANSAROVAR METRO STATION FOR DEVELOPING AND OPERATING.**

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

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

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

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

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

modification.

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

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

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

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

ANNEXURE-XI**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:-

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

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

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

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

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

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

9. **Release of Permanent Connection:**

9.1. Following works shall be carried out by JMRC for release of permanent electrical connection to retail areas/advertisement panels/ mobile towers etc:

| | |
|-----|--|
| i. | Supply and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point as per feasibility) as per standard specifications. |
| ii. | Supply and lying of meter box, pre/post-paid energy meter and MCB for extending the power. |

| | |
|------|---|
| iii. | Connection to 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. |

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

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

The lump sum installation charges are to be payable by lessee against each single connection for installation and maintenance thereof, during the contract/ extended contract period. No additional installation charge should be paid during the extended contract period. However during contract period any replacement/ renewal of installations, due to lessee/ licensee's fault/ negligence shall be done by JMRC at the cost of lessee.

9.3. Lessee shall extend power supply from JMRC Meter at his own cost as per approved makes and specifications. Lessee is also required to comply with necessary provision for fire safety norms of JMRC. The lessee shall execute electrical works within the leased space at his own with prior in-principle approval for electrical safety scheme by JMRC.

9.4. Permanent connection shall be given after ensuring all safety compliance and completion of electrical and fire safety works in all respect by the applicant. JMRC representative shall inspect the electrical installation work executed by the JMRC lessee before release of electrical connection.

9.5. Applicant shall ensure that fire detection and suppression measures installed inside premises are kept in good working conditions at all times.

- 9.6. Electrical Security Deposit of Rs.30,000 for 5kW and Rs.10,000 per 5 kW - for additional load upto 20 kW shall have to be deposited by the applicant before release of permanent connection. Billing shall be done as per the applicable tariff (Rate of electricity shall be charged from Lessee at JVVNL tariff applicable for the purpose to JMRC) at the end of each month and lessee shall have to deposit the billed amount within ten days of issue of bill, failing which, the electric connection shall be disconnected without any prior notice. The reconnection of electricity shall be done after depositing the due bill amount along with a token penalty of Rs. 2000.

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

10. All the retail spaces are not in AC area. Lessee shall have to allow to AC provisioning as per feasibility.
11. For elevated stations Lessee may provide AC at his own cost conforming to detailed specifications of JMRC and within the sanctioned load to them.

12. **Specifications for Electrical Works**

| | |
|------|--|
| i. | All the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are to be used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify JMRC against any loss accrued to the Applicant on this account. |
| ii. | Only FRLS cable of required size shall be used for tapping off supply from JMRC fixed supply to Applicant premises in rigid GI Conduit pipe. 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 Aluminium conductors may be used. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cables along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. |
| iv. | For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE , FRLS. |
| 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: | | |
|--|--|--|
| 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.

Appendix to Annexure XI

Format of Application for Permanent/Temporary Power Supply

To,

Executive Director (Traction/E&M)
 Jaipur Metro Rail Corporation
 Dear Sir,

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

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

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

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

Signature of Applicant

Encl :

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

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

ANNEXURE-XII

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

1. Name and address of Client/Lessee_____
2. Contract Name_____
3. Contract Detail/Number/Space/Package name_____
4. Invoice No. and Date_____
5. Period of Invoice_____
6. Head/item wise details of payment to be submitted as described in the invoice:

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

7. TDS registration No. of Lessee _____
8. GST registration No. of Lessee _____

Signature, Name and designation of
authorized representative of Lessee.

TO BE FILLED BY JMRC

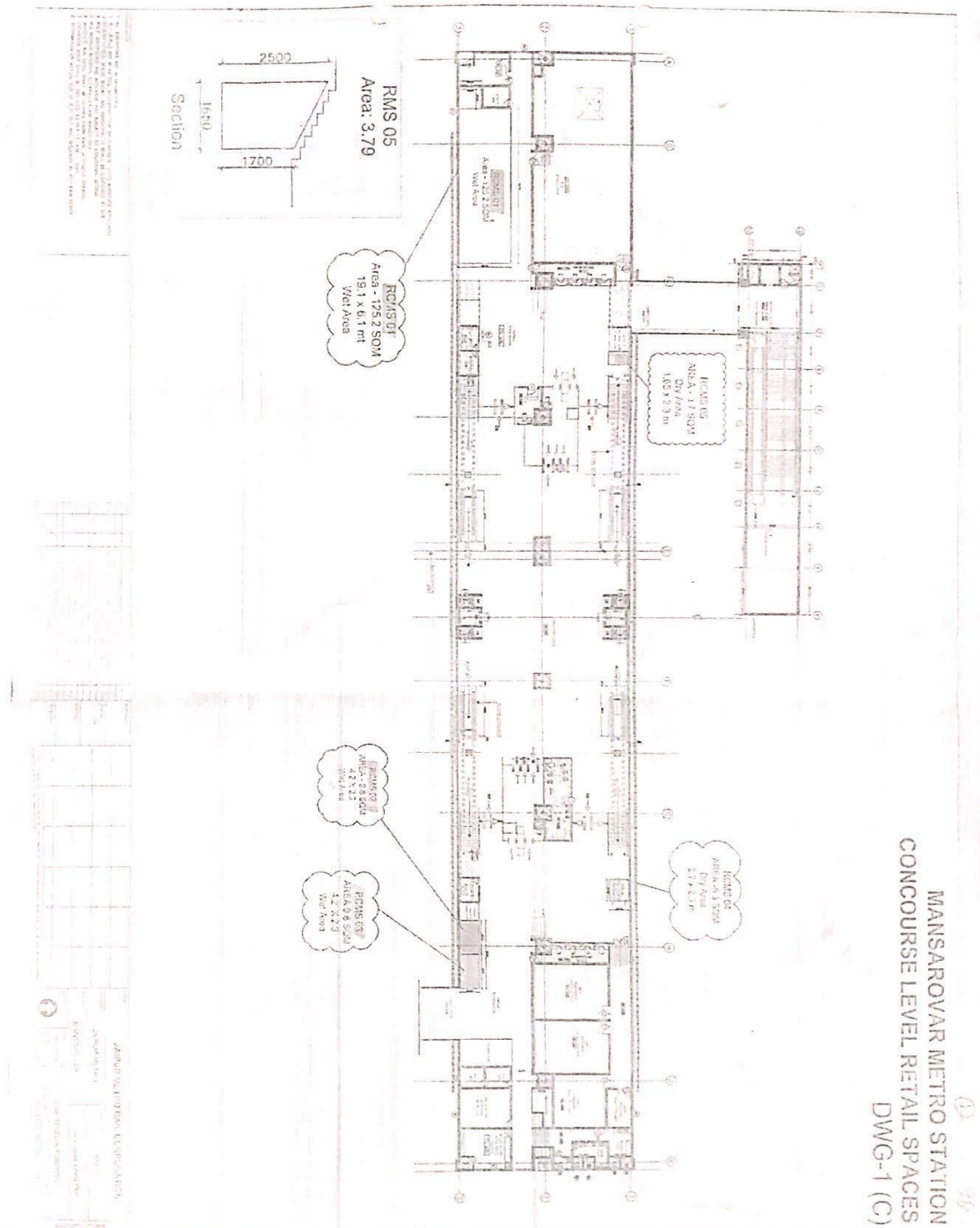
The Lessee has sent above details for Lease Rent Paid. This is for reconciliation at your end. Any discrepancy may be intimated please.

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

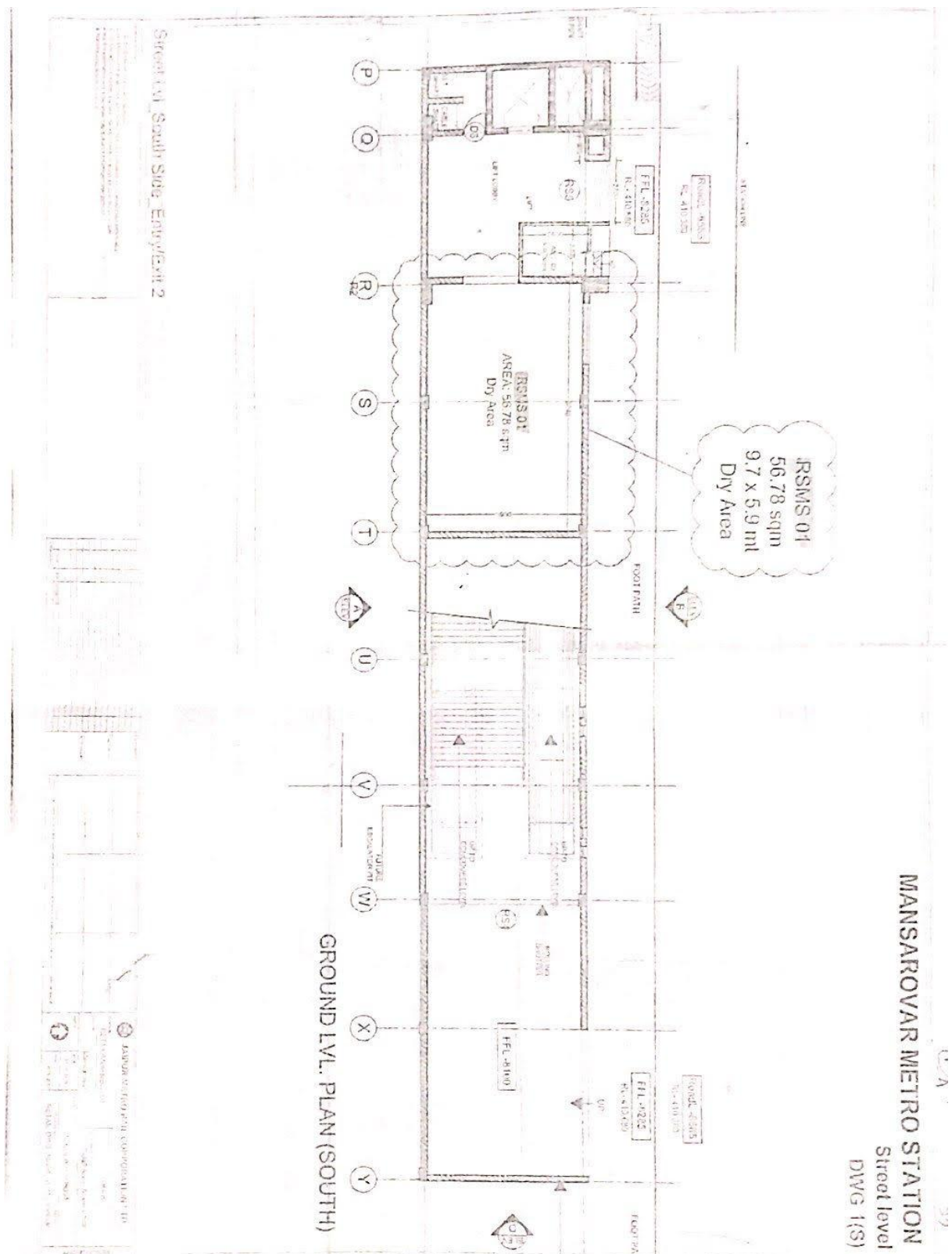
Sr. EO (Accounts), JMRC

Maps of Mansarovar Metro Station Marking Retail Spaces

ANNEXURE-(XIII)(A)



ANNEXURE-(XIII)(B)



ANNEXURE-XIV

FORMAT OF FINANCIAL BID / BOQ

Validate

Print

Help

Percentage BoQ

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

Name of Work: LEASING OF RETAIL SPACES AT MANSAROVAR METRO STATION FOR DEVELOPING AND OPERATING

Contract No: F.1(76)/JMRC/DCA/REV/Retail-MSOR/2017-18/01 dated: 12.04.2018

| Bidder Name : | | | | | | |
|--|--|--|--|--|--|-------------------------------------|
| PRICE SCHEDULE: (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder Name and Values only) | | | | | | |
| NOTE: The bidder who quotes the highest percentage shall be considered as successful bidder. | | | | | | |
| NUMBER # | TEXT # | NUMBER # | TEXT # | NUMBER | NUMBER # | TEXT # |
| Sl. No. | Item Description | Quantity | Units | Base Rate (per sqMtr per month) | TOTAL AMOUNT Without Taxes (inRs.) | TOTAL AMOUNT In Words (inRs.) |
| 1 | 2 | 4 | 5 | 6 | 53 | 55 |
| 1.01 | RSMS01 RCMS01 RCMS02 RCMS03 RCMS04 RCMS05 | 56.78 125.2 9.8 9.8 6.3 3.7 | SqMtr SqMtr SqMtr SqMtr SqMtr SqMtr | 700 490 490 490 490 490 | | |
| Total in Figures | | 353.98 | Sqmtr. | | | |
| Quoted Rate in Figures | | | Select Excess(+) Less (-) | | 0.0000 | INR Zero Only |
| Quoted Rate in Words | | INR Zero Only | | | | |

Terms and Conditions:

1. We understand that a bidder can submit only one bid for the retail space pursuant to this RFP for all the retail spaces listed above.
2. The quoted percentage shall be applicable to individual rate of each of the retail space
3. The Lease Rent(s) quoted above is/are after taking into consideration all the terms and conditions stated in the RFP and based on our own estimates of costs, commuters, non-commuters, and after a careful assessment of the site and all the conditions that may affect the bid.
4. The GST or any other tax on the lease rent fee, if levied by the Govt., shall be borne by the Lessee (successful bidder).

 Date
Place

 Signature
Name
Designation
Seal of Authorised Signatory

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