

# LEASING OUT SPACE AT THE JAIPUR METRO STATIONS FOR BANK ATMs

# **RFP DOCUMENT**



# Jaipur Metro Rail Corporation Ltd.

Corporate Affairs Directorate 2<sup>nd</sup> Floor, Wing-A, Admin Building,Metro Rail Depot, Bhrigu Path, Mansarovar, Jaipur (Rajasthan)- 302020 Website: <u>www.jaipurmetrorail.in</u>, <u>transport.rajasthan.gov.in/jmrc</u> CIN: U60221RJ2010SGC030630



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# **PART-A(TECHNICAL BID)**

#### DISCLAIMER

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

This RFP is 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. 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 Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur (Rajasthan)- 302020.
- ii. JMRC started its commercial operations on its first line from Mansarovar to Chandpole (Phase 1A) from 3<sup>rd</sup> June, 2015 extended upto Badi Chaupar on 23<sup>rd</sup> Sept 2020, 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 & 1B is of total 12 Kms in length, with eight elevated and three underground station, at approximately one km intervals. A 2.4 Km stretch from Chandpole to Badi Chaupar (underground), has been opened to public recently having Chhoti Chaupar & Badi Chaupar underground Metro Stations.
- iv. Development of stations as transit hubs will lead to proliferation of commercial activities such as retail, hospitality, offices, banks etc., which will increase footfalls and also lead to increased cash requirement at these areas.
- v. JMRC desires to facilitate commuters and also generate revenue from non-fare revenue sources like advertisement and property development which have already been started with successful contracts towards advertisement inside trains, advertisement inside all metro stations, outdoor advertisement on pillars and stations, and in process of leasing out retails space in all metro stations. With this aim, JMRC wants to select banks for installation of ATM facilities for commuters, on leased out ATM spaces on Jaipur Metro Stations.
- vi. About 1400 sq. ft. of space for ATMs is available in the non-paid area at 08 elevated and 03 underground metro stations.

# 2. NOTICE INVITING BIDS

Jaipur Metro Rail Corporation (JMRC) invites Bids for leasing out space for installation of Automated Teller Machines (ATMs) at its 11 (Eleven) Metro Stations of Phase-1, for a period of 7 years (extendable to 03 more years) i.e. total contract period of 10 years, in accordance with details mentioned in the Scope of Work.

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

S. No.	Item	Particulars		
i.	Date of issue of RFP	27.10.2020		
ii.	Websites for downloading Tender Document and subsequent clarification /	<u>www.jaipurmetrorail.in,</u> <u>http://transport.rajasthan.gov.in/jmrc</u> www.sppp.rajasthan.gov.in,		
	modification, if any	Document can also be purchased from		

Schedule to the invitation of RFP:





		Jt. General Manager (Revenue), JMRC, A-212,				
		2nd Floor, Admin Building, Metro Rail Depot,				
			Bhrigu Path, Mansarovar, Jaipur-302020			
			Tel. No.0141- 2822755			
iii.	Cost of Bid Document (Non-	Rs. 5	590 (Inclusiv	re of GST)		
	Refundable) (Refer Clause 7)	(Rur	pees Five Hı	undred and Nin	etv onlv)	
	, , , , , , , , , , , , , , , , , , , ,	\ - I			) - ))	
iv.	Estimated Amount for First Year	r S. ATM Space Estimated Rent Estimated				
1	& Seven (7) years of Contract.	No.	Code	for 1st year of	amount for seven	
	& Seven (7) years of Contract.			lease	years (in Rs.)	
				(in Rs.)	including GST	
				including GST		
		1	AMS-02	3,11,520	26,14,848	
		2	AMS-03	3,97,896	33,39,874	
		3	AMS-04	3,11,520	26,14,848	
		4	AAM-02	3,11,520	26,14,848	
		5	AAM-04	3,11,520	26,14,848	
		6	AVV-02	3,11,520	26,14,848	
		7	AVV-04	3,11,520	26,14,848	
		8	ASN-02	3,11,520	26,14,848	
		9	ASN-04	3,11,520	26,14,848	
		10	ARN-01	3,97,896	33,39,874	
		11	ARN-03	3,15,768	26,50,505	
		12	ARN-02	3,11,520	26,14,848	
		13	ARN-04	3,11,520	26,14,848	
		14	ACL-02	3,11,520	26,14,848	
		15	ACL-04	3,11,520	26,14,848	
		16	ARS-02	3,11,520	26,14,848	
		17	ARS-04	3,11,520	26,14,848	
		18	ASC-03	5,25,336	44,09,585	
		19	ASC-02	3,11,520	26,14,848	
		20	ASC-04	3,11,520	26,14,848	
		21	ACP-02	3,11,520	26,14,848	
		22	ACP-04	3,11,520	26,14,848	
		23	ACC-02	4,95,600	41,59,986	
		24	ACC-04	4,95,600	41,59,986	
		25	ABC-02	4,95,600	41,59,986	
		26	ABC-04	4,95,600	41,59,986	
		27	Total	92,26,656	7,74,47,053	





v.	Earnest Money Deposit (EMD)/	S. No.	ATM Space Code	EMD/Bid Security Amount (in Rs.)	
	Bid Security (As per details	1	AMS-02	7,000	
	provided in Clause 8)	2	AMS-03	5,500	
		3	AMS-04	5,500	
	The bidder has to submit	4	AAM-02	5,500	
	amount of EMD for the spaces	5	AAM-04	5,500	
	-	6	AVV-02	5,500	
	bid is bidding submitted for	7	AVV-02	5,500	
	(Ref. Annexure IV)	8	ASN-02	5,500	
		9	ASN-02 ASN-04	5,500	
		10	ARN-01	7,000	
		11	ARN-03	5,500	
		12	ARN-02	5,500	
		13	ARN-04	5,500	
		14	ACL-02	5,500	
		15	ACL-04	5,500	
		16	ARS-02	5,500	
		17	ARS-04	5,500	
		18	ASC-03	5,500	
		19	ASC-02	9,000	
		20	ASC-04	5,500	
		21	ACP-02	5,500	
		22	ACP-04	5,500	
		23	ACC-02	8,500	
		24	ACC-04	8,500	
		25	ABC-02	8,500	
		26	ABC-02	8,500	
vi.	RFP download/Purchase start	27.10.20	020 (1800 Hrs)		
• 1.	date	27.10.20			
vii.	Pre-bid Conference*	11.11.2020 (1200 Hrs) at JMRC Conference Hall, 2 <sup>nd</sup> Floor, JMRC Admin Building, Jaipur Metro Depot, Bhrigu Path, Mansarovar, Jaipur.			
viii.	Last date and time for submitting queries/ seeking clarification*	13.11.2	020 (1700 Hrs)		
ix.	Last Date for Replies to Queries By JMRC	20.11.20	020 (1800 Hrs)		
x.	Bid Submission Start Date/ Time	24.11.2	020 (1000 Hrs)		
xi.	Last date and time for downloading/ purchase of Bid Document	16.12.20	020 (1200 Hrs)		
xii.	Last date and time for Bid submission	16.12.2020 (1500 Hrs)			
xiii.	Date and time for opening of Technical Bid* *	16.12.2020 (1530 Hrs) (at 2nd floor, A Wing, Admin Building JMRC)			
xiv.	Date and time for opening of Financial Bid of Technically qualified bidders	Subsequent to Technical Bid opening (Date to be intimated later)			
XV	Bid Validity	150 day bid	s from the last date	of submission of the	





xvi.	Scope of RFP	Leasing out space at 11 [9 (Nine) Metro Stations of Phase-1A and 2 (Two) Metro Stations of Phase- 1B] Jaipur metro stations for bank ATMs
xvii.	Duration of Contract	Seven (7) years, extendable for Three (3) more years i.e. upto maximum Ten (10) years on mutual consent basis on existing terms and conditions.

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

\*\*If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.

Note: Authorised representatives of the bidders may attend the opening of the Technical Bids.

Director (Corporate Affairs) Jaipur Metro Rail Corporation





# **3. DEFINITIONS**

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

- Agreement or Lease Agreement: means The Contract / License/Lease Agreement to be executed between JMRC and successful bidder, subsequent to the Letter of Acceptance as per the format at Annexure-VI;
- Addendum/Amendment: means any written amendment / addendum / corrigendum to this RFP, from time to time issued by JMRC to the prospective bidders;
- **Affiliate**: shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with such first person;
- **Applicant(s)/Bidder(s):** means interested Bank(s) (or its Affiliate) submitting a Proposal pursuant to this RFP;
- **ATM Space:** means designated space at Jaipur Metro Stations being leased out to Bank(s) for installation and operation of ATM(s);
- Authorised Signatory: of the Bidder shall mean the person with Bidder Authorisation;
- **Bid**: shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal, EMD/Bid Security 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 VI Power of Attorney in favour of the person signing the bid;
- **Bidding Process**: shall mean the process as detailed in this RFP;
- **Conditions of Award**: shall mean the conditions as specified in Clause 4 to be fulfilled by the Selected Bidder, for the award of the Lease;
- **Contact Person:** shall mean the single contact point from the Bidder's side with whom the Authority will interact with regard to this Bidding process;
- Corporation: means Jaipur Metro Rail Corporation;
- Entry /Exit: means the designated space(s) at each entry /exit(s) of Metro Stations for the purpose of installation of ATMs in accordance with the spaces demarcated for the purpose in the drawings attached with this RFP and as tabulated in Clause 12(iii);
- GCC: shall mean General Condition of Contract of JMRC available on JMRC website, <u>www.jaipurmetrorail.in;</u>
- Jaipur Metro Phase-1A: means the Jaipur Metro Phase 1A from dead end of Mansarovar Metro Station to Chandpole Metro Station (including Mansarovar depot) (approx. 9.6 KMs).
- Jaipur Metro Phase-1B: means the Jaipur Metro Phase 1B from Chandpole to Chhoti Chaupar Metro Station (underground) (approx. 2.4 KMs) has been opened to public recently.
- JMRC/JMRCL/Jaipur Metro/ Authority/Corporation/ Metro: means Jaipur Metro Rail Corporation;





- **Lease:** shall mean the lease granted under the Lease Agreement to undertake the activity of operation of ATMs pursuant to this RFP;
- Lease Rent: means the amount payable by the Lessee to JMRC as per rates offered by the selected bidder for utilization of leased space for operation of ATMs 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;
- Lessee Bank(s): shall mean the bank(s) with which JMRC signs lease agreement(s) for operating ATMs in furtherance of this bidding process;
- Letter of Acceptance: means the written notice issued by JMRC to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of Lease;
- **Permits:** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- Prohibited Practices: shall be as defined in Clause 13 of this RFP;
- **RFP:** means this Request For Proposal document for leasing out the spaces at the 11 Metro Stations for bank ATMs;
- **NTP:** means notice to proceed i.e., letter to be given to Bank for installation/operation of ATM subsequent to signing of agreement pursuant to this RFP;
- **SHE Manual:** means Safety, Health and Environment Manual of JMRC available on JMRC website, www.jaipurmetrorail.in;

# 4. ELIGIBILITY OF BIDDERS

SN	Eligibility Criteria	Documents required to substantiate the same
i	The bidder must be a Scheduled Banking institution/ any entity authorised by Scheduled Bank / an institution authorised by RBI or Government to install bank ATMs	<ul> <li>a. Registration certification of the firm/Certificate of incorporation etc.</li> <li>b. Articles of Association &amp; Memorandum of Association (If applicable)</li> <li>c. Copy of Banking License issued by RBI or Copy of any other license/document issued by RBI/Govt authorising for installation and operation of ATMs</li> </ul>



ii	The bidder should neither be a	A self-declared certificate to this effect, signed
	black listed firm nor should its	by authorised signatory of the bidder company/
	contracts been terminated /	firm in the Bid profile (Annexure- III).
	foreclosed by any company /	
	government department / public	
	sector organization during last 3	
	financial years ending 31.03.2020	
	and during current financial year	
	till date of bid submission, due to	
	non-fulfillment of Contractual	
	obligations.	

**<u>Note</u>**: All the documents as per requirement of the RFP must be in the name of bidder only.

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

# 5. SUBMISSION OF PROPOSAL

The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as "CONFIDENTIAL" and "RFP FOR LEASING OUT SPACE AT ... ..... (STATION NAME)/...... (ATM SPACE CODE) JAIPUR METRO STATIONS FOR BANK ATM", addressed to:

Director (Corporate Affairs), Jaipur Metro Rail Corporation Ltd, 2<sup>nd</sup> Floor, A-Wing, Admin Building, Bhrigu Path, Mansarovar, Jaipur

and to be dropped in the Bid Box labeled for the purpose and kept at 2<sup>nd</sup> Floor, JMRC Office at the address given above.

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

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

#### a) Submission of Part-A: Technical Bid

This Part should contain the Technical Bid consisting of **a copy of this 'Request for Proposal'** with each page duly filled in and signed by the Bidder in acceptance of the





terms and conditions therein, along with **all due Annexure** as detailed below **duly filled**, all required **documents in support of eligibility**, **EMD** and **cost of Bid document**, if downloaded, or **receipt of payment of Bid document cost**, if purchased. All documents should be signed by the Bidder.

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

The Technical Bid should include:

RFP document	: All pages of the RFP document along with Annexures (as below) duly signed as a token of acceptance
Annexure – I	: Check List of Documents to be enclosed
Annexure – II	: Declaration of acceptance of Terms & Conditions of the Request
Annexure -III	for Proposal (RFP), GCC and SHE Manual, duly filled & signed. : Bidder's Profile and Bid form
Annexure – IV	: Details of Bid security/EMD
Annexure –V	: Format of Lease Agreement
Annexure -VI	: Power of attorney duly signed and notarized, if applicable <b>along</b>
	with copy of board resolution if applicable
Annexure –VII	:Format for Bank Guarantee for Performance Security Deposit
Annexure -VIII	: Format of Bank Guarantee for Installation Security Deposit
Annexure –IX	: Details of ATM Spaces
Annexure –X	:Format for intimation of payments by RTGS/NEFT/ECS
Annexure –XI	:Rules and Guidelines for release, upkeep & maintainance of
	electric power to lessee/private parties in JMRC premises
Cost of Bid Document	: Proof of payment of Bid Document cost, if purchased OR
	:Payment of Rs. 590 (Inclusive of GST) in prescribed format towards Bid Document Cost, if downloaded
EMD/ Bid Security	: In prescribed Form as per clause 5 & 8 of the RFP

#### b) Submission of Part-B : Financial Bid(s)

This Part should contain the Financial Bid(s) for the ATM Space(s) in the prescribed format as per Annexure-XII. Bidders have to submit the financial bid formats (duly filled up and with authorized seal and signature of the bidder) only for such spaces they want to participate in bidding process and they may bid for as many numbers of ATM Spaces as they want. Bidders are not required to submit financial bid formats for those ATM spaces for which they are not bidding.

For each of the ATM Space(s), they have to submit separate financial bid in the format as per Annexure XII.

The sealed envelopes clearly super-scribed as, "FINANCIAL BID FOR LEASING OUT SPACE AT ....... (STATION NAME)/..... (ATM SPACE CODE) JAIPUR METRO STATIONS FOR BANK ATMs".

The financial bid for ATM should be filled in the format given as Annexure-XII.

Separate envelope for each financial bid must be used and each envelope of financial bid should contain only one financial bid.





#### 6. **PRE-BID CONFERENCE**

For the purpose of affording bidders an opportunity to obtain clarifications and/or give suggestions with regard to this RFP and bid process, a pre-bid conference shall be held as per the schedule indicated in the Clause "Notice Inviting Bids." (Clause 2 vii)

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

Joint General Manager (Revenue), Jaipur Metro Rail Corporation Ltd. A-Wing, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020. Tel. No.0141-2822755, 7728895893 Email: jgmrev@jaipurmetrorail.in

- i Queries should be submitted through e-mail or in writing by the date given in Notice Inviting Bids.
- ii Bidders are advised to visit the ATM space(s) / station to get specific idea about the respective space(s) and familiarise themselves with the proposed arrangements & all activities necessary in this regard before pre-bid conference.
- iii. JMRC may issue clarification / amendments/ addendum 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.
- iv. JMRC may or may not reply to queries at its discretion.
- v. Queries / request for clarification submitted after the prescribed last date and time may not be taken into consideration.
- vi Responses/ clarifications shall only be issued through uploading on JMRC website www.jaipurmetrorail.in. Prospective bidders are advised to keep visiting this website for updates.
- vi. 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.

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

vii. Requests for clarifications shall be furnished in the following format:

#### 7. COST OF BID DOCUMENT

- i The RFP document can be purchased from Joint General Manager (Revenue), JMRC, A-212, Admin Building, Metro Rail Depot, Bhrigu Path, Mansarovar, Jaipur-302020. The Cost of Bid Document (Tender fee), Rs.590 (Rupees Five Hundred and Ninety 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. A copy of receipt must be deposited along with technical bid.
- ii. The bid document can also be downloaded from JMRC website and in such case, cost of





bid document is to be submitted along with the Technical Bid.

ii. Any Bid without the bid document fee (Tender fee) shall be treated as non-responsive and shall be rejected.

### 8. BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

- i The Bid Security amount for the bids are as per mentioned in Clause 2 (v).
- ii. The bid security 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 details of Bid Security shall comprise of DD No., Date, Amount, name & Branch of the Bank etc. and shall be filled in Annexure IV against each ATM Space for which the bid has been made.
- 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
- 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(s) or after the expiry of the validity of the offer (unless extended), whichever is earlier. No interest shall be paid on the EMD.
- ix Bidders submitting bids for ATM space(s) shall submit separate EMDs for each ATM space, indicating the amount, and reference number of each EMD in the proposal. Insufficient /wrong EMD submitted for one of the ATM(s) space(s) shall not invalidate the bid for the other ATM(s) space(s), provided the bid for other ATM space is covered by adequate EMD in the prescribed mode.





# 9. INSTRUCTIONS TO BIDDERS

#### 9.1 GENERAL INSTRUCTIONS

- i The bidder can bid for **any number of ATM spaces at any metro station** as desired and submission of Technical/Financial Bid has to be separately quoted for each ATM Space.
- ii. The Bid shall be filled in blue/black ball pen only.
- ii. Bids should be forwarded by Bidders under their original letter head, furnishing details like complete postal & e-mail address and contact details of their office.
- iv. 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.
- v. The bidders are advised to explicitly read Metro Railways (Operations & Maintenance) Act RFP 2002 and rules made their under, this document, addendum /corrigendum/clarification issued, if any, as available on Corporation's website www.jaipurmetrorail.in, http://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 http://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.
- vi Each bidder will be deemed to have inspected the ATM space 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.
- vii If any change/addition/deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the Bid, full Earnest Money Deposit/Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the Bidder/Lessee Bank.
- viii. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- ix. The Lease Rent must be quoted both in words and figures in the Financial Bid. If there is any difference in words and figures, the amount quoted in words shall be considered.
- x. Bids received after the last time and date for depositing Bid shall not be considered.
- xi. If some of the document/annexure(s) is/are missing, the Corporation reserves the right to reject the Bid as invalid Bid or may sought the documents before opening of price bid of respective ATM Space.
- xii For site visit, bidders (with authorisation/ ID proof from a banking Institution) may proceed directly to the Metro Stations and contact the JMRC representative there who will show them the ATM Space(s).
- xiii. The proposal shall not contain any conditional discount offer or any revenue share percentage etc. Bids containing such offers will be summarily rejected.





- xiv.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.
- xv. No additional condition(s) from the bidder shall be accepted.
- xvi.The bid shall contain all documentation of technical eligibility criteria as well as Financial offer as per this RFP.
- xviiAny Bid not accompanied by valid Earnest Money Deposit and the cost/proof of payment towards Bid document, in acceptable form will be liable to be treated as being nonresponsive.
- xviii. Bids complete in all respects must be received at the address given in the Clause 5 of this RFP, 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.
- xix. 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 document 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.
- xx 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.
- xxi. Any addendum/corrigendum thus issued will be sent in writing through email only to all those who have purchased the Bidding Document besides being hosted on the JMRC website www.jaipurmetrorail.in.
- xiIn order to afford the Bidders reasonable time for taking an addendum/corrigendum into account, or for any other reason, JMRC may, in its sole discretion, extend the Last time and date of Bid submission.
- xxiv.The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- xxii. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has :
  - a. Submitted the Bid after the prescribed date and time of submission of bids.
  - b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
  - c. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
  - d. Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or is non-responsive.
  - e. Failed to provide clarifications related thereto, when sought.





- f. Submitted more than one bid for one ATM space.
- xiv. JMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - a. suspend and /or cancel the bidding Process and/ or amend and/ or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
  - b. consult with any Bidder in order to receive clarification or further information;
  - c. retain any information and/ or evidence submitted to the JMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d. Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Bidder.
- xxv. 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.
- xxvi. No further discussion /interface will be held with the bidders whose bids have been Rejected/ Disqualified / Technically Disqualified.
- xxvii. 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 9.1 (xix) of this RFP.

#### 9.2 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 ATM spaces and analyse at their own cost, before submitting the Bid. The bidders must familiarize themselves with the space available for ATM business prescribed in this RFP of JMRC, visit the Station & take note of the extra precautions to be taken in operation/ development of ATM space(s).
- 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.

#### **10.** EVALUATION OF BIDS

i. The Technical bids will be opened on the date, time and place as specified in the Clause 2





(Notice inviting proposal) of this RFP in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.

- ii. Initially, only Technical Bids will be opened and evaluated for the eligibility criteria set forth in this RFP document.
- iii. Financial Bids will remain unopened and will be held in the custody of the Bidding Authority until the time of opening of the Financial Bids. The time and date of opening of Financial Bid for the ATM(s) space(s) shall be communicated to technically qualified bidders through email/phone in case the Financial Bids are not opened on the same day as the Technical Bids. The technically qualified bidders may attend the opening of the Financial Bid for the concerned ATM(s) space(s), if they so desire.
- iv. The Financial Bids of only those Bidders who clear the Technical evaluation stage for the ATM(s) space(s) will be evaluated. The bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign a register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- v. Bidder may bid for any or all of the 26 ATM(s) Spaces at the Metro Stations as per details given in the table at clause 12 (iii). The Financial Bid shall be evaluated for each ATM space separately. The Bidders whose Bids are responsive, complete and in accordance with the RFP Document shall be evaluated, with reference to each ATM space. Out of these, the bidder whose bid is the highest will be finally selected and adjudged as the successful Bidder for the particular ATM space.
- vi The Letters of Acceptance shall be issued to the successful bidder, and in case bidder fails to accept the LOA or fails to sign the Lease Agreement within the prescribed time, it shall still be disregarded and the next highest bidder may then be considered as successful bidder and in such case JMRC may at its discretion award the contract to the bidder next in the ranking at the rate of H1 bidder.
- vii In case two or more responsive Bidders for the same ATM space(s), have quoted the same lease rent, which is also the highest lease rent offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid(s) in a sealed cover, which shall necessarily be higher than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned Bidders.
- vii. In case two or more responsive bidders again quote the same Lease Rent(s) in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e., who have quoted the same Lease Rent) and the bidders for respective bid(s) whose offers are highest, shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.
- ix. For the proper evaluation of the proposal, if clarifications are found to be necessary JMRC may at its discretion, ask for such clarification and bidder shall be obliged to provide such clarifications within the time specified by JMRC.
- x. Notwithstanding anything contained in the RFP Document, the Authority reserves the right to (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.

# 11. 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 / their Bid has been accepted.
- ii. Upon receipt of the LoA, the successful bidder shall return one copy of the LoA duly and unequivocally accepted, signed and stamped by its authorized signatory within 10 working days from the date of issue of LoA and submit following security deposits within 20 working days from the date of issue of LoA, as below:
  - a. **Performance Security Deposit:** equal to **6 months (Six months)** of accepted monthly Lease Rent of the ATM space applicable for the first year of Lease period, in the form of Bank Guarantee (Annexure-VII) from any scheduled bank other than the bidder's bank (having its branch at Jaipur and BG should be payable at Jaipur branch) 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. <u>The Bank Guarantee will have to be of a bank other than the Bidder bank.</u> 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 forfeited and adjustment of outstanding dues shall be done separately, 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-VIII) from any scheduled bank other than the bidder's bank (having its branch at Jaipur and BG should be payable at Jaipur branch) in favour of *Jaipur Metro Rail Corporation Ltd.*, which shall be returned without any interest, after completion of initial development 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, and on receipt of certificate of commencement from the agency. The Bank Guarantee will have to be of a bank other than the Bidder bank. The installation security is to ensure that there is no damage to the JMRC assets during development works 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 initial development work, agency will have to extend the validity of Installation Security for a period as per JMRC.
- iii. The Security Deposits can also be deposited in the form of DD/ Banker's Cheque of scheduled bank drawn in the favour of Jaipur Metro Rail Corporation, payable at Jaipur.
- v. 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 out to finalise the actual area to be leased. Accordingly, the payable amount for monthly lease rent shall be calculated.
- vi. 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.
- vii. Immediately after signing of lease agreement a demand/invoice of advance lease rent of first quarter will be raised and deposited by lessee by next 10 days.
- 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 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 working 20 days	Nil
21 <sup>st</sup> day to 25 <sup>th</sup> day	0.1% flat of the approved Lease Rent of first year as per LoA
26 <sup>th</sup> day to 31 <sup>st</sup> day	0.2% flat of the approved Lease Rent of first year as per LoA
32 <sup>nd</sup> day to 40 <sup>th</sup> 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.

- xii. 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 lease area, if any, up to 10%. However, in case of increase in the area more than 10% then it shall be increased on pro-rata basis and shall be deposited within 10 working 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.
- xviii. The Security Deposit will be refunded only at the end of the full term of Lease period after adjustment for any kind of outstanding amount. In case of extension of Lease period beyond initial period of Seven years, a Security Deposit valid for thirty months from the date of Letter of Extension for an amount equal to 6 (six) months monthly Lease Rent payable for the particular ATM Space in the 1<sup>st</sup> year of extension shall be deposited by the Lessee prior to signing of Lease Agreement for the extended period. Lease Agreement for the extended period, if any, would have to be signed by the Lessee Bank at least one month in advance of the expiry of the original Lease Agreementperiod.

#### 12. SPECIAL CONDITIONS OF CONTRACT (SCC)

#### I. PRELIMINARY PLAN & NOTICE TO PROCEED (NTP)

- a. Lessee shall submit preliminary plan of deployment of ATM 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 space. In case of non-submission of plan within the 40 days of issue of the LOA, JMRC is free to issue NTP. However, the lessee shall start development work only after getting the plan approved from JMRC.
- b. Lessee is solely responsible for the compliance of all applicable laws. The plan of development submitted by the Lessee shall be processed for approval by JMRC.
- c. In the preliminary plan, the Lessee shall inter-alia, submit details of the development of Leased space, location & size and type of activity to be carried out there along with necessary and relevant details.
- d. Approximate area of the ATM space is specified in the RFP document. 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 ATM space for which Lease Rent shall be chargeable, shall be worked out based on following criteria :
  - a) Measurement of actual area of ATM space shall be the area of built up space 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.
- e. 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 seeking modifications.
- f. Subsequently, after signing of Lease agreement and deposit of advance lease rent of first quarter, Notice to Proceed (NTP) shall be issued by JMRC, along with the approval of deployment plan, if submitted finally. The ATM space shall be deemed handed over to lessee from the date of issuance of NTP.
- g. 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.
- h. Even after issue of NTP, the development work at the ATM space can only be started after clearance of all statutory obligations / requirements.
- i. The Lessee shall be given a lease rent free grace period of 45 (Forty Five) days from the date of issue of NTP for completion of the development work of the ATM space.
- j. 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.

# II. DURATION OF LEASE PERIOD

- a. The tenure of each Lease period will be initially for Seven (07) years from the date of 'Notice To Proceed (NTP)'. This may be extended on the same terms & conditions up to Three (03) further years, i.e., a total lease period of Ten (10) years. Such extension would be at the mutual discretion of the Bank & JMRC.
- b. A separate application for extension of lease period in respect of each ATM space would require to be submitted to JMRC by the Lessee Bank(s) wishing for such extension, **4 months in advance** of the expiry of the original lease period of Seven (7) years. A Letter of Extension shall be issued by JMRC to the Lessee Bank(s) with regard to the particular ATM Space(s). The Lessee Bank(s) shall have to submit the Security Deposit for the extended period as prescribed in Clause 11(xviii) of this RFP and execute a Lease Agreement for the extended period.
- c. 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.
- d. In case of extension of three years is granted, the lessee shall have to revise/resubmit Performance Security Deposit of Six (6) months on the basis of monthly lease rent of 8<sup>th</sup> (Eight) year of lease.
- e. There will be an **initial lock-in period of one year**.



f. No partial surrender of any ATM space shall be permissible.

# III. DETAILS OF ENTRY/EXIT(S) AND ATM SPACE(S)

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

S. No	Name of the Station	ATM Space Code	Location	Carpet Area (in sqm.)	Estimated Monthly Lease Rent (Rs.)	Drawing at Annexure IX
1.	Mansarovar Station	AMS-02	Concourse	5.85	22,000	IX (A)
2.		AMS-03	Street	5.00	28,100	IX (B)
3.		AMS-04	Concourse	5.37	22,000	IX (A)
4.	New Aatish Market	AAM-02	Concourse	5.15	22,000	IX (C)
5.		AAM-04	Concourse	5.15	22,000	IX (C)
6.	Vivek Vihar	AVV-02	Concourse	5.21	22,000	IX (D)
7.		AVV-04	Concourse	5.24	22,000	IX (D)
8.	Shyam Nagar	ASN-02	Concourse	5.81	22,000	IX (E)
9.		ASN-04	Concourse	4.76	22,000	IX (E)
10.	Dem Meren	ARN-01	Street	4.21	28,100	IX (F)
11.	Ram Nagar	ARN-03	Street	5.00	22,300	IX (F)
12.		ARN-02	Concourse	4.84	22,000	IX (G)
13.		ARN-04	Concourse	4.84	22,000	IX (G)
14.	Civil Lines	ACL-02	Ground Level Concourse	4.47	22,000	IX (H)
15.		ACL-04	Ground Level Concourse	4.42	22,000	IX (H)
16.	Railway Station	ARS-02	Concourse	4.67	22,000	IX (I)
17.		ARS-04	Concourse	6.05	22,000	IX (I)
18.	Sindhi Camp	ASC-03	Street	5.00	37,100	IX (K)
19.		ASC-02	Concourse	5.16	22,000	IX (J)
20.		ASC-04	Concourse	4.50	22,000	IX (J)
21.	Chandpole	ACP-02	Concourse	6.98	22,000	IX (L)
22.		ACP-04	Concourse	4.15	22,000	IX (L)
23.	Chhoti Chaupar	ACC-02	Concourse Gate No. 1	5.00	35,000	IX (M)
24.		ACC-04	Concourse Gate No. 2	5.00	35,000	IX (M)
25.	Badi Chaupar	ABC-02	Concourse Gate No. 1	5.00	35,000	IX (N)
26.		ABC-04	Concourse Gate No. 2	5.00	35,000	IX (N)

#### Note:

- 1. All of these ATM spaces are located in the Unpaid Areas of the Metro station premises at concourse level (code 02 or 04) or street level (code 01 or 03).
- 2. The Estimated Monthly Lease Rent for the ATM Spaces is given in the above table. Bidders may bid for any number of ATM spaces for which EMD is submitted as per Annexure IV of the RFP document.
- 3. The EMD for all the ATM spaces shall be as per Annexure-IV.
- 4. Notice to Proceed (NTP) for installation of each ATM will be handed over to the successful Bidder immediately on completion of desired formalities as per this RFP. Also, no NTP shall be issued before signing of Lease Agreement and submission of Security Deposit.





- 5. The Lessee shall have to complete installation of the ATM on or before the expiry of 45 days from the date of issue of NTP for the particular ATM space.
- 6. JMRC shall provide suitable space for V-SAT dish antenna at rooftop apart from ATM space as above without any additional charges. If that space for VSAT is not suitable for bank due to signal connectivity, JMRC will provide alternate space for V-SAT (to be decided mutually) to bank without any additional charges.
- 7. Right of way for cabling of VSAT link/leased line shall be provided to the Lessee Bank by JMRC without any additional charges. UPS to be installed by Bank within the ATM space allotted to them. No separate or additional space will be provided by JMRC for installation of UPS outside the ATM space.
- 8. The carpet area mentioned in the table above is approximate & there may be minor changes on actual site basis.

# **IV. GENERAL TERMS & CONDITIONS**

- a. By submitting the Proposal, the Bidder agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the RFP.
- b. Banks are allowed to install additional ATMs/ other kind of machines of same Bank and JMRC will charge nothing extra for these machines installed within the allotted ATM space. However, due to installation of these additional machines, if the requirement of total electric load exceeds 5 KW for that ATM space, then JMRC will charge the Bank for the expenditure required to be incurred to arrange for extra electric load, on actual basis.
- c. In exceptional circumstances, JMRC reserves the right to change the location of ATM installed at the specified ATM spaces at any time and may at its discretion call upon the Lessee to shift the ATM to an alternative space within the premises. In such a case, the Lessee shall be bound to shift the ATM immediately and accept the said alternate location identified in the premises. Reasonable recompense of the cost of such shifting shall be reimbursed by JMRC to the Lessee by adjustment against payment due to JMRC against Lease Rent. An assessment of such reasonable cost of shifting would have to be submitted by the Lessee to JMRC for approval within one week of the notice to shift. The decision of JMRC with regard to the amount of reimbursement shall be final.
- d. Lessee can use the space inside/outside the ATM space to advertise or display its own brand or products, but it is not allowed to use that space to advertise or display other brands or products, in any manner.
- e. Lessee will be allowed to construct the cabin as per their own requirement within the dimensions demarcated for the ATM space allotted to them. JMRC shall provide space on as is where is basis as mentioned in Annexure-IX of the RFP.
- f.Only Lessee paying the Lease rent and electricity bill regularly and adhering to its obligations under the terms and conditions of this RFP and the consequential Lease Agreement(s) shall utilise the scheduled space during the Lease period.
- g. The Lessee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the authorised officials of JMRC.
- h. In case ATM is not functional or not dispensing cash, and there are repeated complaints from the commuters, the Lessee will be accordingly notified. If such complaints become too frequent and the ATM is not serving the purpose for which it has been permitted to be installed, JMRC reserves the right to terminate the contract in full or part.
- i. All Metro Stations will have a security set up including CCTV coverage. But since ATM





spaces are located in non-paid areas of the Station, where access is not controlled by Metro security, the Lessee shall make proper arrangements and be responsible for the safety / security of their ATM(s), including such measures as security personnel, CCTV cameras, etc., as may be required by law applicable to ATMs.

Bank's security guard will be allowed to stay at ATMs only during the operation hours of the Metro for all ATMs installed at concourse level and the street level ATMs within the rolling shutter. For ATMs on street level outside the rolling shutter which are accessible to public for 24 hours, the banks are allowed to keep their security for 24 hours. The Lessee Bank(s) shall make proper arrangements and be responsible for the safety / security of their ATM(s), including such measures as security personnel and CCTV cameras etc., as may be required by law applicable to ATMs.

- j. If the Lessee does not install or wishes to close down one the ATM(s) during the Lease Agreement period while continuing operation on the rest of the ATMs, it can do so by giving 30 days notice to the Lessor. The ATM space of such closed ATMs should be cleared and restored to the original condition to the satisfaction of the Lessor, who shall be free to utilize/lease out the released ATM space for any purpose, including for ATM of another Bank, at its sole discretion. In case of non-installation of ATM shall be treated as breach of contract.
- k. Any notice required to be served on the Lessee under this agreement shall be deemed to be served if delivered at the Lessee's address or sent by Registered post /speed post to the Lessee. Similarly, any notice to be given to JMRC under this agreement shall be deemed to have been served if at or sent by Registered post/speed post to JMRC. The period of notice given under this Agreement will count from the date of delivery at address (as per receipt of notice by either side) or from date of dispatch in case of delivery by registered post, whichever is earlier.
- 1. The Lessee shall not, create a sub-contract of any description with regard to this Lease or any part thereof, nor shall assign or transfer his Lease or any part thereof.
- m. The Lessee shall use the ATM space allotted only for the purpose indicated in this Agreement and for no other purpose whatsoever.
- n. The facility shall be open during the operational hours or at any given time approved by the JMRC as per requirement of the station.
- o. The Lessee shall indemnify JMRC from/ against any claims made or damages suffered by JMRC by reason of any default on the part of the Lessee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
- p. JMRC shall not be responsible in any way for loss or damage by any means caused to the Lessee's ATM.
- q. JMRC shall allow the Lessee to affix their bank logo/name on the exterior of the ATM cabin. In addition to this, in case of street level ATMs where the exterior is not directly visible from the road, JMRC may prescribe a suitably visible space for the Lessee to affix their logo with direction to the ATM.
- r. JMRC may also put up suitable signage to inform the general public about the location of the ATMs.
- s. If the Lessee is unable to function or his business is affected due to any strike or lockout either in the Station or for any other reason, JMRC shall not be liable for any loss which the Lessee may suffer in such an event. However, if the Lessee is unable to function or his business is affected due to ban on visitors" entry at the Metro Station and/or due to





natural calamities and/or due to declaration of the closure of the Metro Station for a period exceeding 15 days, then waiver of Lease Rent shall be allowable on a pro-rata basis for the entire period of closure of the station. However, such waiver shall only be upon specific request in writing from the Lessee Bank and the decision of JMRC shall be final in this regard.

- t. On expiry of the Lease period or on termination of the Lease by JMRC on account of any breach on the part of the Lessee or closure of the ATM(s) for any other reason, the Lessee shall deliver the possession of the ATM Space(s) in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by JMRC. Further, Lessee shall remove his/their goods and other materials from the ATM Space(s) immediately, failing which JMRC reserves its right to remove such goods/ materials at the cost and risk of the Lessee and demand payment for such removal. If such payment is not made within 10 days, JMRC shall be at liberty to dispose of the goods/ materials of the Lessee by public auction to recover the cost. The Lessee shall not be entitled to raise any objection in such an eventuality.
- u. The Lease herewith granted shall not be construed in any way as giving or creating any other right or interest in the said ATM Space to or in favour of the Lessee but shall be construed to be only as a Lease in terms & conditions herein contained.
- v. The Bidding Process and the pursuant Lease Agreement(s) shall be governed by, and constructed in accordance with, the laws of India and the Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process and the pursuant Lease Agreement(s).
- w. The Lessee shall keep in mind applicable rules and regulations and instructions issued from time to time while occupying the ATM Space(s). JMRC will be free to take action against the Lessee for violating the same.
- x. The Lessee Bank shall ensure that proper care is taken under skilled supervision during installation/maintenance of ATM or associated infrastructure, so that no damage is caused to JMRC assets or premises.
- y. The Lessee Bank shall ensure that personnel (including outsourced agency staff, if any) deployed in connection with installation, operation and maintenance of ATM behave decently and courteously on JMRC premises and indulge in no act that may adversely affect the reputation of the Corporation.
- z. Air conditioning, if required, for the ATM space(s) shall be arranged by the Lessee Bank within the ATM space allotted to them. However banks will be allowed to install condenser fan (outer unit) of AC at suitable location outside the demarcated ATM space without any additional charges.
- aa. All ATMs which are at concourse level at any station will be available to the public only during operational hours of Metro. As far as street level ATMs are concerned, all street level ATM spaces will not be accessible to public 24\*7. Only those ATM spaces which are outside rolling shutter will be accessible 24\*7. ATM space within the rolling shutter will be accessible only during operational hours of Metro.

# V. ELECTRICITY PROVISIONING

a. JMRC encourages lessee to take electricity from Public Utility Authorities. However, if technically feasible, JMRC may provide power connection with sub metering arrangements. JMRC may provide one electrical connection for each ATM space. Further extension of electrical point through cable up to the respective ATM space shall be done





by the agency. All the charges for electrical installation and tariff shall be as per Annexure XI.

- b. Lessee shall maintain all the existing fittings and cables inside leased space during the lease period and hand over the same in good working condition as taken over originally from JMRC. The lessee shall arrange any additional lighting arrangements as required, if any after approval from JMRC.
- c. Earthing provision should be mentioned in the preliminary plan and also additional earth pit location should be clearly marked. JMRC may provide space for earthing pit at suitable location, if required.
- d. 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.
- e. The electrical installation work shall be carried out under supervision of nominated electrical engineer of JMRC by lessee.
- f. Adequate fire fighting arrangements inside the leased premises shall have to be made by the lessee on his own, all the time during development 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

# VI. STATUTORY OBLIGATIONS / INDEMNITY AND INSURANCE

- a. 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 space are located.
- b. 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 noncompletion of the Fit-out; quality of the Fit-out and the construction/ construction activities.

- c. 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.
- d. 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.
- e. 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 space, 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.
- f. 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.
- g. 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 there under 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.
- h. 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 extant within 30 days of such debit by JMRC.
- i. Obligation for adhering to statutory norms and regulations laid down by any other Statutory Body of Central / State Government in connection with the **ATM 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 are 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 extant within 30 days of such debit by JMRC.

- j. The Lessee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said space. Lessee hereby indemnifies JMRC against any liability arising in connection with the employment of its personnel in the said space by lessor. However, all taxes in relation to ownership of the leased ATM space shall be paid by JMRC.
- k. 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.

# VII. HAND OVER OF ATM SPACE TO JMRC

- a. The ATM 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 ATM 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.
- b. That if the Lessee fails to vacate the property within a grace period of 15 days of termination / expiry of the agreement, the Lessee shall be deemed to be an unauthorized occupant in the said space and its performance security deposit shall be forfeited. Besides this, JMRC will take over the said ATM space in its possession an may take further appropriate legal action at its discretion.
- c. 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.
- d. The refundable security deposit and the advance Lease Rent (refundable, if any) shall be refunded after getting the No Dues Certificate, from Civil/E&M Department of O&S Directorate and Revenue Department of Corporate Affairs Directorate of JMRC regarding proper handover of the vacant space(s).

# VIII. PAYMENT TERMS OF LEASE RENT & ELECTRICITY CONSUMPTION CHARGES

- a. The successful bidder shall pay the quarterly Lease Rent to JMRC, for first year at the rate accepted by JMRC, in advance to each quarter.
- b. The bidder immediately after deposition of payments via RTGS/NEFT/ECS will submit information as per format for intimation for deposition of payments via RGS/NEFT/ECS as Annexure X.
- c. The rate of annual increment of Lease Rents shall be @ 6(SIX) % 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.
- d. The lease rent shall be chargeable after a grace period of 45 days from the date of issue of Notice to Proceed (NTP), even if more time is required by the Lessee/Bank to complete installation.
- e. Lease Rent for the first quarter including all other recurring charges shall be paid before





issue of Notice to Proceed (NTP). Demand for the lease rent shall be raised for the actual area of ATM space on corresponding approved rate.

- f. If the initial Lease Rent date, i.e., 46<sup>th</sup> day of the NTP commences after the 1<sup>st</sup> 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, which shall be calculated on pro-rata basis. Subsequently, to align with financial year, next invoice for the lease rent shall be raised on a pro-rata basis for the remaining quarter of the financial year.
- g. 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 25<sup>th</sup> of the month proceeding the respective quarter without waiting for formal invoice from JMRC**.
- h. The maintenance of commercial area cleaning shall be remain with JMRC.
- i. In case of delay in payment of Lease Rent and other charges, interest @1%per month will be calculated on the outstanding amount for delay upto 15 days and @2% per month for entire period in case of delay of more than 15 days. The interest will be calculated for number of days of delay as per applicable monthly interest rate.
- j. Any delay in payment beyond 15 days of due date as mentioned in clause 12 (VIII) (g) 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 as per procedure in clause 16 of this RFP.
- k. 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.
- 1. 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.
- m. In case payment is not made by due date, a seven (07) days notice to remind to clear outstanding dues shall be issued with a caution notice that in the event of failure to clear all the dues with interest, a termination notice shall be served as per procedure in clause 16 of this RFP.
- n. 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. The procedure for issuance termination notice and termination there after shall be as per clause 16 of this RFP.
- o. After issuing seven day reminder notice to clear outstanding dues, JMRC reserves the right to take suitable action against the lessee which includes stoppage of electric supply to the ATM Space and also to stop activities temporarily by sealing the ATM Space for which rent has become outstanding. After issuing of termination notice and completion of notice period, the lease rent still remains outstanding, the lease agreement shall be terminated by the JMRC at its discretion and electric supply and activities will be stopped permanently and lessee will not be permitted to use that space for any purpose.
- p. 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.

- q. In case of payment of License fee/Lease rent electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC in the format prescribed **at Annexure-X** of this RFP, within seven days of making such payment(s) for reconciliation purpose(s).
- r. 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 as per procedure in **clause 16** of this RFP.
- s. In case the Lease Agreement(s) is extended beyond the initial 7 years, it will be on same terms & conditions and the lease rent shall increase 6% over the amount payable in the previous year. Further, Lease Rent escalation for the second year of extension (if given) shall also be 6% over the Lease rent payable in the preceding year.

#### **13. FRAUD AND CORRUPT PRACTICES**

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively **"Prohibited Practices"**) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and the Security Deposit, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- ii Without prejudice to the rights of the Authority under Clause 13(i) hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Lessee Bank, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practice (as defined above) during the Selection Process, or after the issue of the LOA or the execution of the Lease Agreement, such Bidder or Lessee Bank shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Lessee Bank, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any such Prohibited Practice.
- ii. For the purposes of this Clause 13 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.

### 14. CONCILIATION, ARBITRATION & JURISDICTION

- i In the event of dispute or difference arising between JMRC and the Lessee, the same shall be discussed in the first instance between the representative of the Lessee and JGM (Revenue), JMRC.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator/a panel of arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Indian Arbitration and Conciliation Act, 1966 shall apply.
- ii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this Bid process or out of the Agreement pursuant to it or out of any arbitration hereunder.
- iv. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the JMRC and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

### **15. BREACH OF CONTRACT/LEASE AGREEMENT**

- i. The Lessee shall abide by the terms and conditions of this RFP and the consequent Lease Agreement(s). JMRC shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the Lessee Bank, and may additionally impose justifiable penalty upon the Lessee, which shall not necessarily be limited to the amount of Security Deposit. JMRC shall also have the right to rescind or terminate the Contract/Lease Agreement (in full or part) in the event of such breach
- 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 as per procedure in clause 16 of this RFP.

#### **16. TERMINATION OF CONTRACT 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.

- 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 1 year. 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 1 (One) year, 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 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.
- iv. 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.**
- v. 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 deemed to be terminated on completion of such improper intimation period. In such cases, the 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.
- vi. The Lease Agreement shall be deemed to be terminated on the date mentioned in termination / surrender notice, subject to confirmation by JMRC. Only on submission of the "no dues certificate" issued by the authorised representative of the JMRC, will any amounts due, if any, will be released to the Lessee.
- vii. In any of the above case(s), balance outstanding dues, if any, 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 disposeoff the property / goods in whatsoever manner as it deems fit. Lessee shall have no claim for compensation or consideration / damages.
- viii. Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:
  - 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.
- ix. This Lease shall stand terminated by the effect of efflux of time, after expiry of 7 (Seven) years from the beginning of the Lease; or after expiry of the extended period which may be upto 03 (Three) more years; as provided in clause 12 (II) of this RFP.
- x. This Lease shall be liable to be terminated in case of breach of terms & conditions and on any other grounds after giving a one month (01 month) termination notice to the other party. For the termination notice period too the Lessee shall be under obligation to pay lease rent and any other dues which he is otherwise liable to pay under this RFP. The effect of any termination under this RFP shall be as mentioned in clause (vii) and at other places in this RFP.
- xi. In case it is found that the Leased premises are being used for prohibited blatant practices, illegality, any act or omission endangering the security of JMRC/State/Public and sovereignty of the state, the Lessor retains the right to terminate the Lease with immediate effect.
- xii. In case ATM is not functional or not dispensing cash, and there are repeated complaints from the commuters, the Lessee will be accordingly notified. If such complaints become too frequent and the ATM is not serving the purpose for which it has been permitted to be installed, JMRC reserves the right to terminate the contract (in full or part) at shorter notice.
- xiii. JMRC shall have the right to rescind/terminate the Contract/Lease at shorter notice as per Clause 16 above.

# **17. 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 and proportionate rebate in lease rent for the suspension period will be provided by JMRC.
- ii. Due to the period under suspension if the time schedule gets extended, the Lease period shall consequently be treated as extended upto the duration of suspension or otherwise as deemed fit by JMRC under the terms and conditions as laid out in this RFP.
- iii. If the Lease is suspended by JMRC **for a period of more than 3 months,** the Lessee shall have the right to terminate the contract by providing a termination notice of 07 days without any obligation on both sides except payment of Lessee's dues if any.

# **18.** FORCE MAJEURE

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of this Bid and lease agreements to be signed in pursuance of this Bid process, 'force majeure' shall mean any cause preventing performance of an obligation





under this Bid or Lease Agreement under this Bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.

- ii. In the event of the Force-Majeure condition(s), either party shall have the option to cancel the contract for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, the Authority shall not be liable to pay to the Bidder, any compensation towards financial implications arising due to Force Majeure.
- iv. As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure Event.
- v. Upon the occurrence of any Force Majeure Event, the following shall apply:
  - a) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event.
  - b) The 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.
- vi. 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 OF DOCUMENTS TO BE ENCLOSED

(Each page of all Annexure and enclosed documents should be signed)

#### A. LIST OF DOCUMENTS TO BE ENCLOSED AS TECHNICAL BID

S.No.	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	Yes/No
2.	All pages of Part-A of this 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.	Annexure – II: Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP), GCC and SHE Manual, duly filled & signed.	Yes/No
4.	Annexure-III: Bidder's Profile and Bid Form, duly filled and signed by authorized signatory.	Yes/No
5.	Annexure-IV: Details of Bid SECURITY/EMD	Yes/No
6.	Annexure –V: Format of Lease Agreement	Yes/No
7.	Annexure –VI: Power of attorney duly signed and notarised, if applicable, <b>along with copy of board resolution if applicable</b>	Yes/No
8.	Annexure –VII: Format of Bank Guarantee for Performance Security Deposit	Yes/No
9.	Annexure –VIII: Format of Bank Guarantee for Installation Security Deposit	Yes/No
10.	Annexure –IX: Details of ATM Spaces	Yes/No
11.	Annexure –X: Format for intimation of payments by RTGS/NEFT/ECS	Yes/No
12.	Proof of payment of Bid Document Cost, if purchased OR Payment of Rs. 590 (Inclusive of GST) in prescribed format towards Bid Document Cost, if downoaded	Yes/No
13.	Bid Security/EMD in prescribed form as per clause 5 & 8 of the RFP	Yes/No

#### **B.** LIST OF DOCUMENTS TO BE ENCLOSED AS FINANCIAL BID

Proposal will contain the following documents :	Whether enclosed
Part-B of this RFP document [Relevant format of Financial Bids given in	Yes/No
Annexure- XII (1) to Annexure- XII (26)] : Financial Bid duly filled and signed	

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





#### <u>ANNEXURE – II</u>

#### DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

I/We, ....., having my /our office at....., agree to all the Request Terms & Conditions the For Proposal (RFP) No. F.1(R-173)/JMRC/DC/Rev/ATM/2020-21/08 dated 27.10.2020 for Leasing out space at Jaipur Metro Stations for Bank ATMs 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:

Place:

Signature: Name : Designation: Seal of Authorised Signatory





### ANNEXURE – III

### **BIDDER'S PROFILE AND BIDFORM**

# RFP NO. F.1(R-173)/JMRC/DC/Rev/ATM/2020-21/08 Dated 27.10.2020

1	Name of the RFP	LEASING OUT SPACATMS	CE AT JAIPUR METRO STATIONS FOR BANK
2	Name of the Bidder		
3	Registered Office	Address (With Pin Code)	
		Telephone Nos. (With STD Code)	
		Fax Nos. (With STD Code)	
		E-mail ID Website	
	1 0.	Branch Office (In Registered office is of Rajasthan)	
4	BANKING issued by RB	LICENSE No.	
5	details of Chi	nation and Contact ef Executive of the ss Phone, email, fax	
6	details of the authorized to	ddress Phone,	
7	details of the	ation and Contact Contact Person of ddress Phone, ).	
8		l id of the bidder cation related to this	
9	Details of cos Documents	t of Tender	
10	Details of Bid	Security	
11	<u>GST No.</u>		



12	PAN No.	
13		ALL the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed. 01. Name of the account holder 02. Bank Name 03. Branch 04. Account No. 05. IFSC code
14	Other Eligibility documents attack	hed, as per Clause 4 :
(a)		
(b)		

### Certificate / Undertaking

- 1. We certify that we/ 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 31.03.2020 and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations.
- 2. We hereby certify that all the information provided above is correct and true to the best of our knowledge.

Date	Signature
Place	Name
	Designation
	Seal of Authorised Signatory

**Note:** In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption. **Additional pages, duly signed, may be attached wherever necessary.** 





#### ANNEXURE -IV

### DETAILS OF BID SECURITY/EMD

A	EA	UN.	C -	1	
_					

S. No.	Name of the Metro Station	ATM Space Code	Level	Size (Sqm)	Whether Bid for (Y/N)	EMD (in Rs.)	Bid Security Details
1.	Mansarovar	AMS-02	Concourse (Gate No. 1)	5.85		7000	
2.	Mansarovar	AMS-03	Street (Gate No. 2)	5.00		5500	
3.	Mansarovar	AMS-04	Concourse (Gate No. 2)	5.37		5500	
4.	New Aatish Market	AAM-02	Concourse (Gate No. 1)	5.15		5500	
5.	New Aatish Market	AAM-04	Concourse (Gate No. 2)	5.15		5500	
6.	Vivek Vihar	AVV-02	Concourse (Gate No. 1)	5.21		5500	
7.	Vivek Vihar	AVV-04	Concourse (Gate No. 2)	5.24		5500	
8.	Shyam Nagar	ASN-02	Concourse (Gate No. 1)	5.81		5500	
9.	Shyam Nagar	ASN-04	Concourse (Gate No. 2)	4.76		5500	
10.	Ram Nagar	ARN-01	Street (Gate No. 1)	4.21		7000	
11.	Ram Nagar	ARN-02	Concourse (Gate No. 1)	4.84		5500	
12.	Ram Nagar	ARN-03	Street (Gate No. 2)	5.00		5500	
13.	Ram Nagar	ARN-04	Concourse (Gate No. 2)	4.84		5500	
14.	Civil Lines	ACL-02	Ground level Concourse (Gate No. 1)	4.47		5500	
15.	Civil Lines	ACL-04	Ground level Concourse (Gate No. 2)	4.42		5500	
16.	Railway Station	ARS-02	Concourse (Gate No. 1)	4.67		5500	
17.	Railway Station	ARS-04	Concourse (Gate No. 2)	6.05		5500	
18.	Sindhi Camp	ASC-02	Concourse (Gate No. 1)	5.16		5500	
19.	Sindhi Camp	ASC-03	Street (Gate No. 2)	5.00		9000	
20.	Sindhi Camp	ASC-04	Concourse (Gate No. 2)	4.50		5500	
21.	Chandpole	ACP-02	Concourse (Gate No. 1 & 2)	6.98		5500	
22.	Chandpole	ACP-04	Concourse (Gate No. 3)	4.15		5500	
23.	Chhoti Chaupar	ACC 02	Cover Level (Gate No. 1)	5.00		8500	
24.	Chhoti Chaupar	ACC 04	Cover Level (Gate No. 2)	5.00		8500	
25.	Badi Chaupar	ABC 02	Cover Level (Gate No. 1)	5.00		8500	
26.	Badi Chaupar	ABC 04	Cover Level (Gate No. 2)	5.00		8500	
Cour	nt of spaces bid for	1				Total EMD	





EMD should be carefully calculated and submitted for the number of Entry/Exit(s) the Bank wishes to Bid for. If the EMD submitted is short with reference to the number of Entry/Exit(s) Bid for, the entire Bid shall be summarily rejected.

A bidder can bid for as many ATM spaces as he wants. Accordingly he has to submit EMD/ Bid Security for those spaces as mentioned in the table above.

The Bidder should write YES/NO as the case may be in front of space he is bidding or not bidding and also write the bid security details in front of space applied for (Please refer clause 8 for reference).

Date

Place

Signature

Name

Designation

Seal of Authorised Signatory





#### ANNEXURE – V

#### FORMAT OF LEASE AGREEMENT

#### (to be signed for each ATM Space separately)

Subject: Lease for ATM SPACE (Code:\_\_\_\_\_) at\_\_\_\_\_Metro Station

THIS AGREEMENT is made on this day of two thousand between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its corporate office at Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020 the "Lessor" of the one part, (Raj.), hereinafter called represented by (designation of representing officer), JMRC, Jaipur, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

#### and

\_ (Name of the successful bidder) represented by

(Name and designation of representative 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 Lessor is entitled in Law to grant Lease for the purpose of ATM space at its Metro Station premises and is in possession of the said ATM space (Code No.\_\_\_\_) at \_\_\_\_\_Metro Station, more clearly depicted in the drawing(s) annexed to this agreement;

WHEREAS the Lessee is desirous to set up, an ATM at ATM Space Code No.\_\_\_

at the\_\_\_\_\_\_ Metro Station on its phase 1A & phase 1B on the terms & conditions mentioned hereunder and as mentioned in the RFP No. F.1 (R-173)/JMRC/DC/Rev/ATM/2020-21/08 dated 27.10.2020 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 (F.1(R-173)/JMRC/DC/Rev./ATM/2020-21/08 dated 27.10.2020) in its entirety along with all its Annexure, 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 ATM space pursuant to this RFP to design, install, manage and operate ATM at ATM Space Code No.\_\_\_\_\_ at





the\_\_\_\_\_ Metro Station shall be valid for the period of Seven (7) years from the 46<sup>th</sup> day of issue of NTP and extendable for Three (3) more years i.e. upto maximum Ten (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 ATM 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 ATM space pursuant to this RFP to design, install, manage and operate ATM at ATM Space Code No.\_\_\_\_\_ at the\_\_\_\_\_ Metro Station, on the terms & conditions mentioned in the Lease agreement.
- 5. That the Lessee shall have rights to utilize the ATM space pursuant to this RFP to design, install, manage and operate ATM at ATM Space Code No.\_\_\_\_\_ at the\_\_\_\_\_ Metro Station as per details & rates given below:

ATM Space Code	Size (Sq. M)	Level	Total Lease Rent/Month**

\*\* 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 25<sup>th</sup> of the month preceding the Quarter, a sum as under:

Lease Year	Rate of monthly payable Lease Rent* (In Rs.)				
	In figure	In words			
Ι					
Ш					
III					
IV					
V					
VI					
VII					

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

The lessee has deposited/shall deposit one-time non-refundable advance lease rent of three months (first quarter) amounting to Rs. \_\_\_\_\_\_ (Rupees \_\_\_\_\_\_ only) on \_\_\_\_\_\_ by way of a Demand Draft/Banker's Cheque/RTGS/NEFT/ before issue of NTP.





- 8. That the Lease Rent charges shall be chargeable after a grace period of 46<sup>th</sup> 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 45 days.
- 9. That the Lease Rent charges for the first quarter including all other recurring charges shall be paid within 15 days of issue of Notice to Proceed (NTP).
- 10. That the Lessee shall make payment of Lease Rent, etc. by Demand Draft / Banker's Cheque or NEFT/RTGS in favor of Jaipur Metro Rail Corporation Limited, payable in Jaipur.
- 11. That in case of default / delay in payment of Lease Rent, etc. interest at 1% per month will be calculated on the outstanding amount for delay upto 15 days and at 2% per month for entire period in case of delay of more than 15 days. The interest will be calculated for number of days of delay as per applicable monthly interest rate.
- 12. 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. As per procedure in clause 16.

- 15. 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.
- 16. 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.
- 17. 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;
- 18. 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.
- 19. That the Lessor shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever;
- 20. 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 space and the Lessor shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever.

- 21. 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.
- 22. 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.
- 23. That the Lease may be terminated on any of the conditions as mentioned in RFP issued by JMRC, preceding this Lease Agreement.
- 24. That in the event of any failure, negligence or breach, in the opinion of Lessor, on the part of the Lessee in complying with all or any of the conditions of the Lease agreement, Lesser shall be entitled and be at liberty to terminate the Lease as per procedure in clause 16 of the RFP 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.
- 25. That the Lesser and the Lessee further agree that they are bound by the terms and conditions of the RFP Document No F.1(R-173)/JMRC/DC/Rev/ATM/2020-21/08 dated 27.10.2020 (including any corrigenda and/or addenda thereof.) In case of any conflict between the RFP Document (including any corrigenda and/or addenda thereof) and this 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

For Jaipur Metro Rail Corporation Ltd.

Authorised Signatory

Authorised Signatory

For Jaipur Metro Rail Corporation Ltd.

For\_\_\_\_(Lessee)

Witness:

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

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





#### ANNEXURE-VI

#### FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we, ..... .....(name of the bidder firm), having our registered office at..... ..... do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms.\_\_\_\_\_son / daughter of Shri \_\_\_\_\_ and presently residing at \_\_\_\_\_ who is - presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Selection of a Lessee for lease of ATM Space \_\_\_\_ Metro Station / bunch of ATM Spaces Code No. at the bearing codes no. ..... at Jaipur Metro Station(s) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Lease Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Lease Agreement with the Authority.

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

IN	WITNES	5 WHE	REOF V	WE, -				, THE	ABO	VE	NAMED
PRI	NCIPAL	HAVE	EXECU	JTED	THIS	POWER	OF	ATTOR	NEY	ON	
		THIS			DA	AY OF		. 20			

For-----

Witnesses: 1. XXX

(Signature, Name, Designation and Address) 2. ABC

### Accepted:

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



#### ANNEXURE-VII

#### FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(Refer clause 11 (ii) (a) of the RFP)

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt \_\_\_\_\_\_ (hereinafter called the Selected Bidder) from the demand of security deposit of Rs.

on production of Bank Guarantee for Rs. for the due fulfillment by the Selected Bidder of the terms & conditions to be contained in a Lease Agreement signed for ATM Space Code No.\_ at the Metro Station pursuant to the RFP No. F.1(R-173)/JMRC/DC/Rev/ATM/2020-21/08 dated: 27.10.2020 issued by JMRC for LEASING OUT SPACE AT JAIPUR METRO STATIONS FOR BANK

ATMS

we, \_\_\_\_(name of the Guaranteeing Bank, hereinafter referred to as "the Bank") at the request of

\_\_\_\_\_\_(Selected Bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs.\_\_\_\_\_, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR,\_\_\_\_\_\_by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said lease agreement or RFP, or against any penalty imposed by JMRC on the Selected Bidder on such grounds.

- 2. We \_\_\_\_\_\_(name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the Selected Bidder by JMRC, on account of breach by the Selected Bidder of any of the terms & conditions contained in the Lease Agreement or RFP or by reason of the Selected Bidder's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_\_.
- 3. We \_\_\_\_\_\_ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded not withstanding any disputes raised by the Selected Bidder/Lessee in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Selected Bidder/Lessee shall have no claim against us for making such payment.
- 4. We \_\_\_\_\_\_(name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 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 lease agreement and RFP have been fully and properly carried out by the Selected Bidder/Lessee and accordingly discharges this guarantee.

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

Place:	
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.





ANNEXURE-VIII

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

(Refer clause 11 (ii) (b) of the RFP)

To:

Managing Director,

Jaipur Metro Rail Corporation Limited (JMRC),

Admin Building, Metro Depot, Bhrigu Path,

Mansarovar, Jaipur-302020 (Raj).

#### WHEREAS

and

(Name

address of the Lessee) (hereinafter called "**the Lessee**") has undertaken to fulfil the contractual obligations to be contained in the Lease Agreement signed for ATM Space Code No.\_\_\_\_\_\_ at the\_\_\_\_\_\_ Metro Station pursuant to the RFP No. F.1 (R-173)/JMRC/DC/Rev/ATM/2020-21/08 dated 27.10.2020 issued by JMRC for LEASING OF SPACE AT JAIPUR METRO STATION FOR BANK ATMs.

**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 paeding to prove or to chow grounds or paeding for your demand for the sum angeified

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 bank guarantee is payable at local branch of the bank (Jaipur).

This guarantee shall be valid for nine 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.





### ANNEXURE-IX

S. No.	ATM Space	Size*	Area	Lo	cation	Dwg. Annexure at	
	Code		(sqm)	Gate No. Level			
Mansarov	ar Station			•	•		
1	AMS 02	2.7 x 2.16	5.85	2	Concourse	IX (A)	
2	AMS 03	2.5 x 2.0	5.00	1	Ground	IX (B)	
3	AMS 04	2.24 x 2.39	5.37	2	Concourse	IX (A)	
New Aatis	h Market Station				1 1		
1	AAM 02	2.2 x 2.3	5.15	1	Concourse	IX (C)	
2	AAM 04	2.2 x 2.3	5.15	2	Concourse	IX (C)	
Vivek Vih	ar Station						
1	AVV 02	2.16 x 2.4	5.21	1	Concourse	IX (D)	
2	AVV 04	2.2 x 2.3	5.24	2	Concourse	IX (D)	
Shyam Na	gar Station		I			. ,	
1	ASN 02	2.3 x 2.4	5.81	1	Concourse	IX (E)	
2	ASN 04	2.0 x 2.39	4.76	2	Concourse	IX (E)	
Ram Naga	r Station					( )	
1	ARN 01	2.4 x 1.8	4.21	1	Ground	IX (F)	
2	ARN 02	2.0 x 2.31	4.84	1	Concourse	IX (G)	
3	ARN 03	2.5 x 2.0	5.00	2	Ground	IX (F)	
4	ARN 04	2.0 x 2.32	4.84	2	Concourse	IX (G)	
Civil Line		2.0 X 2.02	1.01	-	concourse	D7(0)	
1	ACL 02	2.0 x 2.39	4.47	1	Ground	IX (H)	
2	ACL 02	1.7 x 2.5	4.47	2	Ground	IX (H)	
- Railway S		1.7 X 2.5	1.12	2	Giodila	17(11)	
1	ARS 02	2.3 x 2.11	4.67	1	Concourse	IX (I)	
2	ARS 04	2.0 x 3.07	6.05	2	Concourse	IX (I)	
Sindhi Ca	mp Station						
1	ASC 02	2.19 x 2.32	5.16	2	Concourse	IX (J)	
2	ASC 03	2.5 x 2.0	5.00	1	Ground	IX (K)	
3	ASC 04	1.85 x 2.44	4.5	2	Concourse	IX (J)	
Chandpol	e Station	•		•	- <b>-</b>		
1	ACP 02	2.3 x 3.14	6.98	1	Concourse	IX (L)	
2	ACP 04	2.6 x 1.6	4.15	2	Concourse	IX (L)	
Chhoti Ch	aupar Station		L	I			
1	ACC 02	2.5 x 2.0	5.00	1	Concourse	IX (M)	
2	ACC 04	2.5 x 2.0	5.00	2	Concourse	IX (M)	
	par Station					× /	
1	ABC 02	2.5 x 2.0	5.00	1	Concourse	IX (N)	
2	ABC 04	2.5 x 2.0	5.00	2	Concourse	IX (N)	

#### DETAILS OF ATM SPACES





### Note:

\*The Size & Area are approximate and there may be minor changes on actual site basis. Ceiling height is 8 feet. In excess of 8' height, a maximum of 2' additional height shall be permissible for signage, wherever possible.

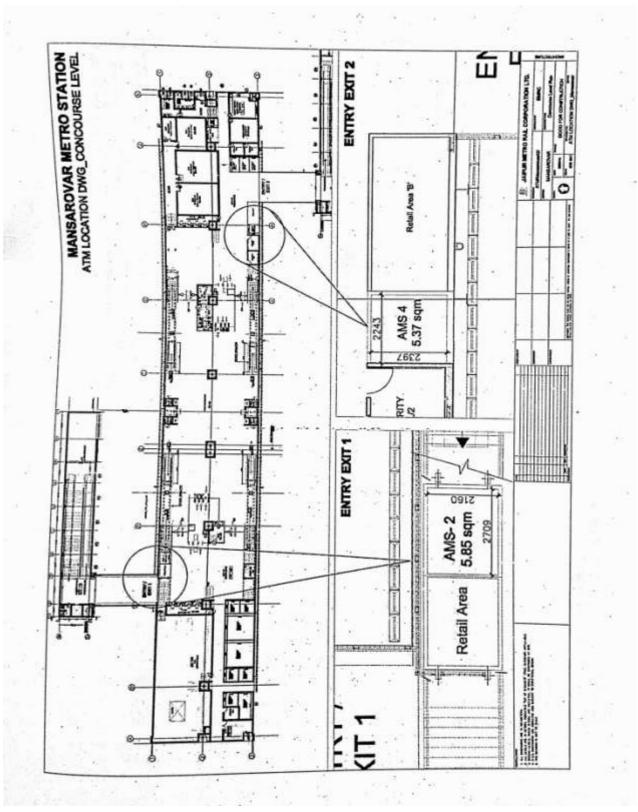
The size marked for Chhoti Chaupar and Badi Chaupar are for indicative purpose and actual size may vary subject to approval, suitable feasibility and thereafter subsequent issuance of LoA, NTP and execution of lease agreement.





## DRAWINGS (MANSAROVAR/CONCOURSE LEVEL):

Annexure-IX (A)

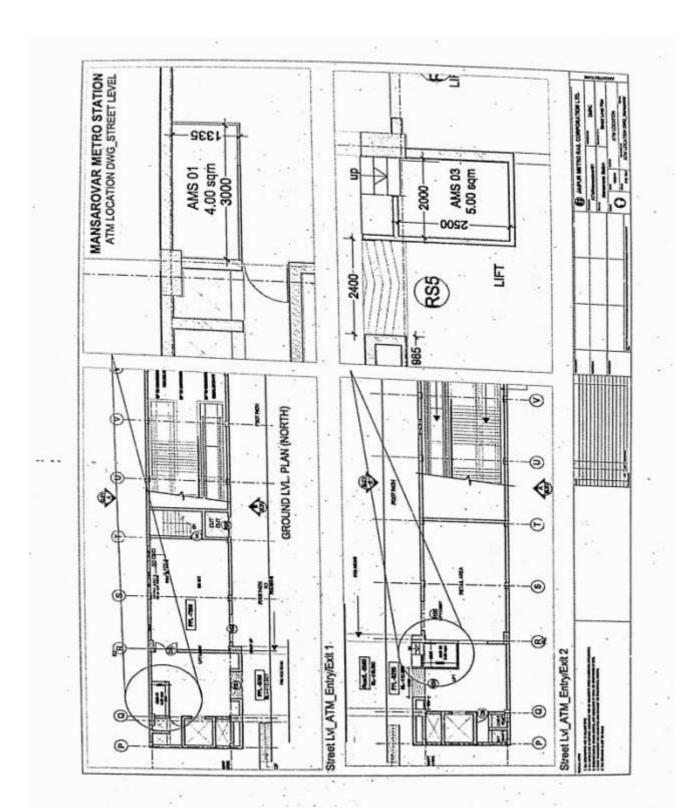






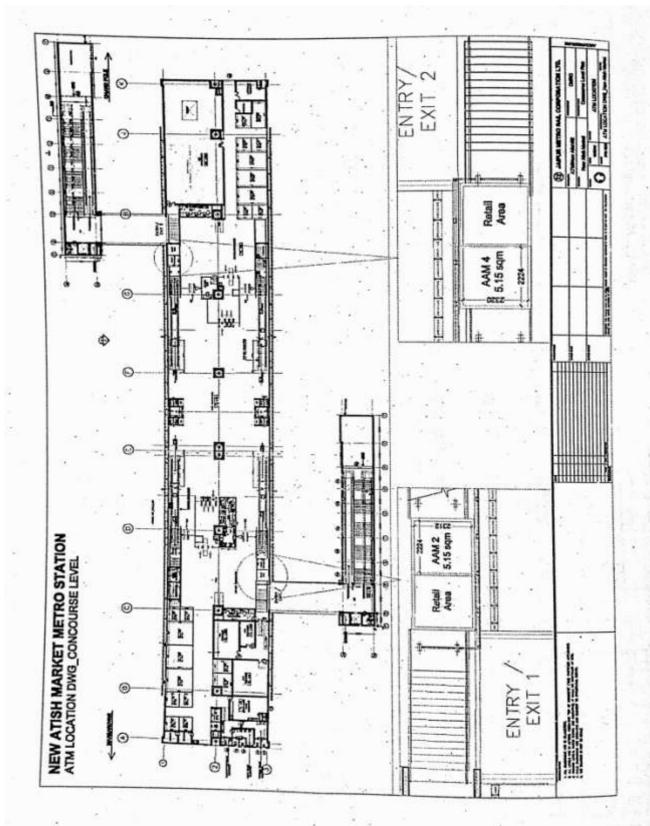
# Annexure-IX (B)

### DRAWINGS (MANSAROVAR/STREET LEVEL):





#### Annexure-IX (C)



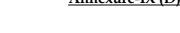
# DRAWINGS (NEW AATISH MARKET/CONCOURSE LEVEL):

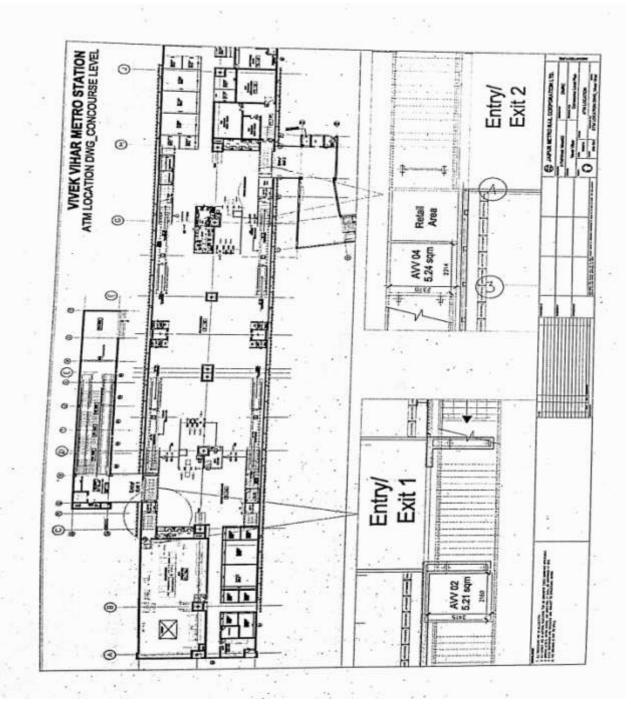




### Annexure-IX (D)

### DRAWINGS (VIVEK VIHAR/CONCOURSE LEVEL):



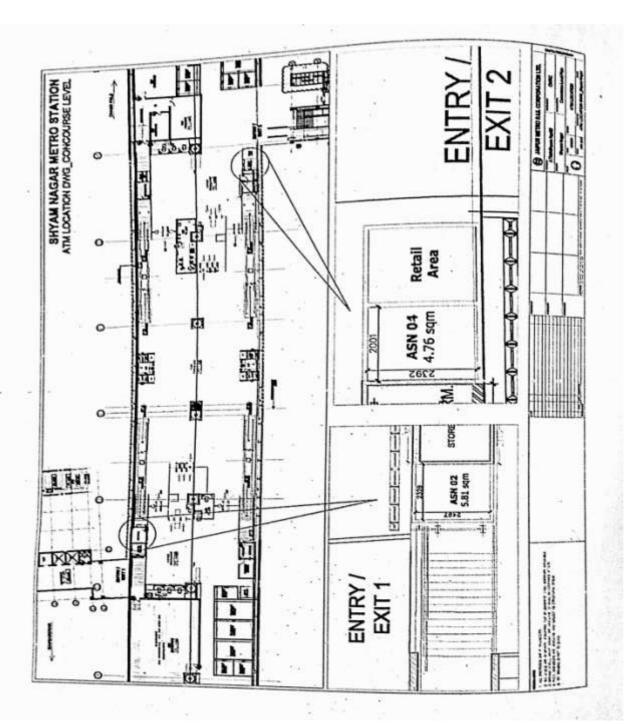






### Annexure-IX (E)

### DRAWINGS (SHYAM NAGAR/CONCOURSE LEVEL):

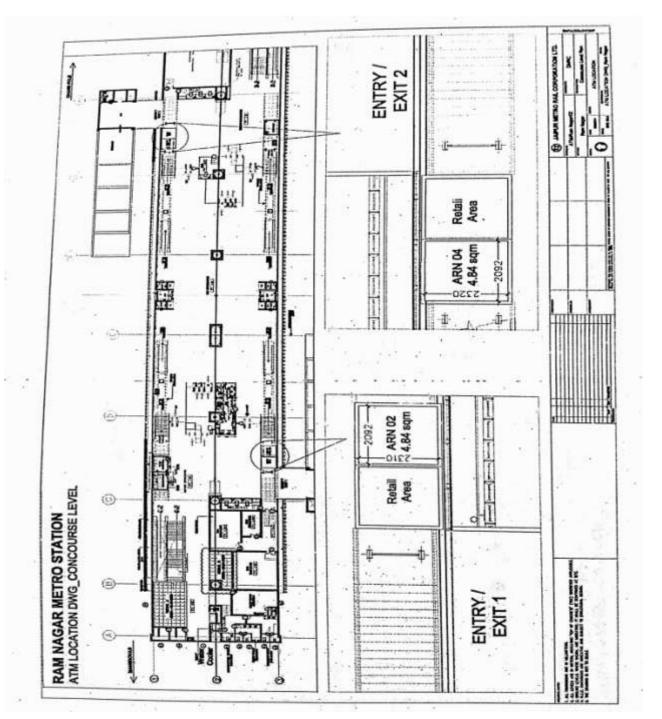






# Annexure-IX (F)

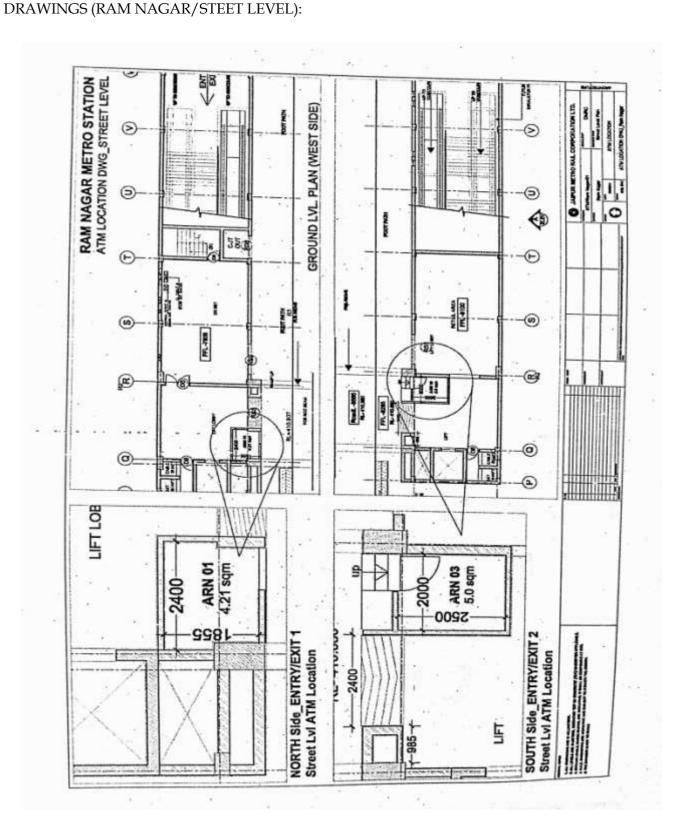
# DRAWINGS (RAM NAGAR/CONCOURSE LEVEL):







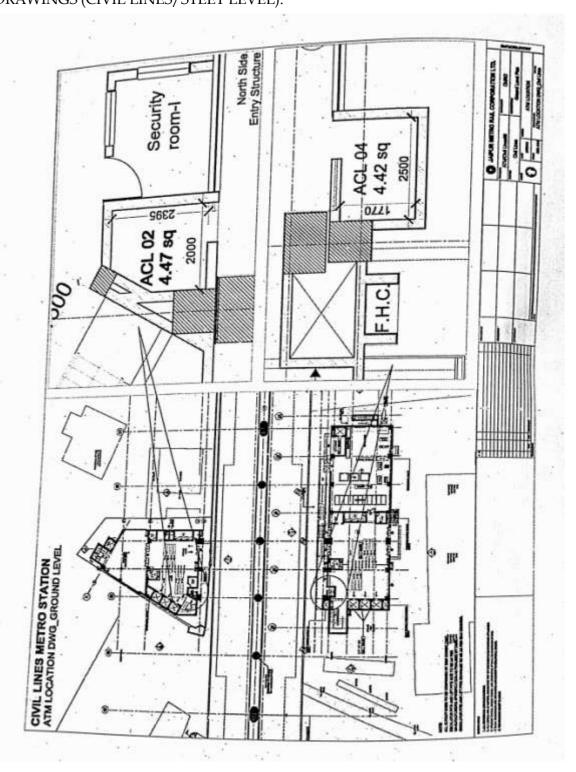
Annexure-IX (G)





# DRAWINGS (CIVIL LINES/STEET LEVEL):

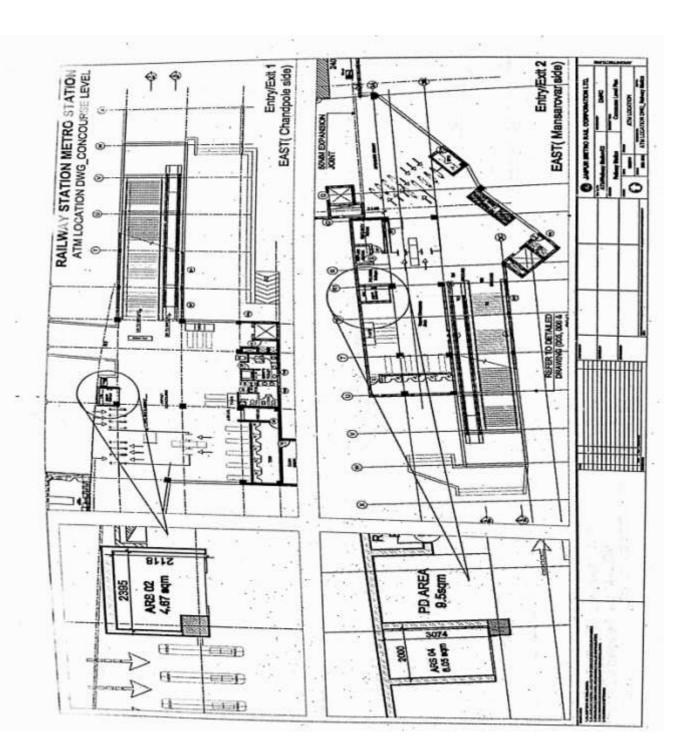
#### Annexure-IX (H)





### DRAWINGS (RAILWAY STATION/CONCOURSE LEVEL):

Annexure-IX (I)





#### Annexure-IX (J)

### DRAWINGS (SINDHI CAMP/CONCOURSE LEVEL):

h h .0 Retail ij μ H i 2325 T in the second ASC 02 5.16 sqm -2190-۲ 0 i ĩ q 出 AD RM. \* 1 · FIRGT **F** 9 CHILIP ×. 14 1 5442 ASC 04 4.5 sqm -1853 SINDHI CAMP METRO STATION ATM LOCATION DWG\_CONCOURSE LEVEL Ť 4 Retall Area Ĩ 11 H A lot in the second second in 1 þ ۲ Ŧ h h EXIT 2 (South Side) 帽 1 h 5 114 h





### Annexure-IX (K)

#### DRAWINGS (SINDHI CAMP/STREET LEVEL):

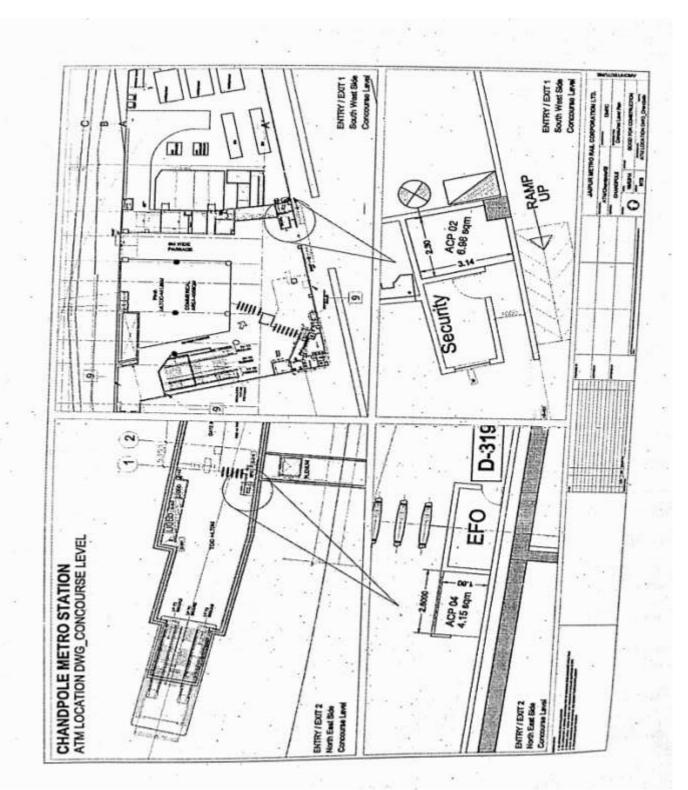
Ξ SINDHI CAMP METRO STATION ATM LOCATION DWG\_STREET LEVEL 3 語少 FOOT NON 0 -----0 Ð  $\epsilon$ PT-LAND Hit. ala O NOUND LNL PLU NORTHO œ, 0 1 1200 Road Arall PROVIDE LINE 0 FAR 31 (3 3 2 巴 ASC 03 5.0 sqm 9 2000 **S200** NORTH SIde\_ENTRY/EXIT 1 SOUTH SIde\_ENTRY/EXIT 2 2607 Street LvI ATM Location Street LvI ATM Location ASC 01 522 F AFT -2400-PIPE 4.07 sqm 985-





### Annexure-IX (L)

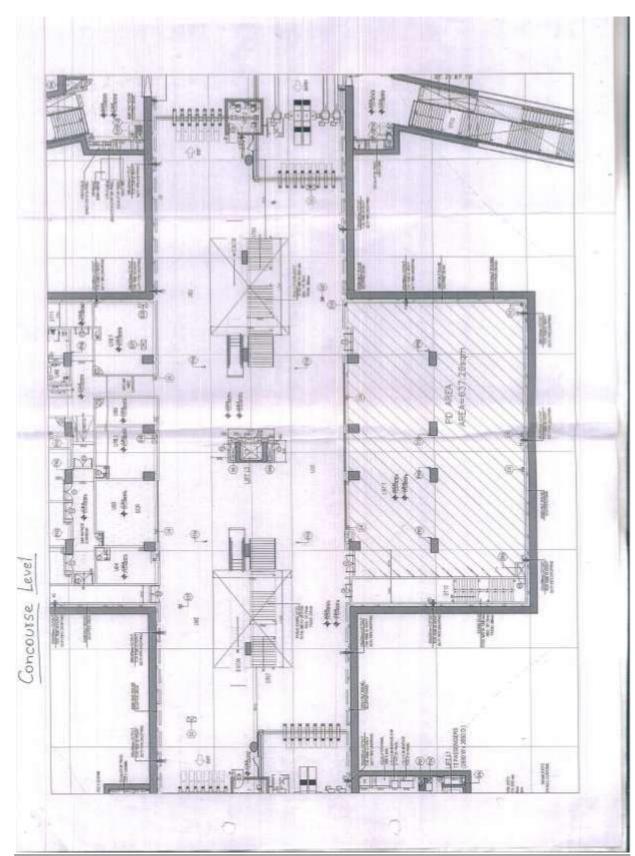
## DRAWINGS (CHANDPOLE/CONCOURSE LEVEL):





# <u>Annexure-IX (M)</u>

# DRAWINGS (CHHOTI CHAUPAR/CONCOURSE LEVEL):

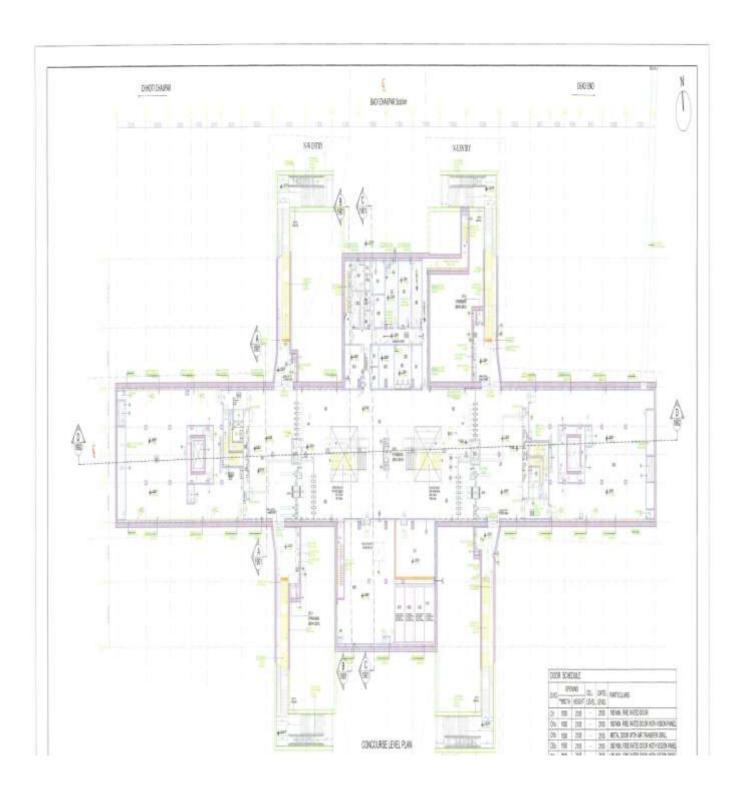






### Annexure-IX (N)

# DRAWINGS (BADI CHAUPAR/CONCOURSE LEVEL):





#### ANNEXURE-X

#### FORMAT FOR INTIMATION OF PAYMENTS BY 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 amo	ount						
Less statut	tory deductions such as TDS, GST etc						
Net amou	nt deposited						
Payment l	Details : (NEFT/ RTGS/ ECS)						
Lessee's B	ank name & IFSC Code						
Transaction ID/Reference ID							
Date & Time of transfer							
JMRC's Ba	JMRC's Bank name, Branch& IFSC Code						
<u> </u>	istration No. of Lessee						

8. GST registration No. ot 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





#### 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 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 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 submetering 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 centre/PAP Panel at ASS as per feasibility. The lessee (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 extension of work is given on JMRC account by HOD concerned, the temporary connection charges for the entire period shall be charged @ Rs. 100/- per KW per week. If extension of work is given on contractor's account, the existing rate of Rs. 200/- per KW per week shall be charged for extended period beyond 30 days of providing temporary connection.
- 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 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
111,	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 1 KW load Rs. 6,000
  - II. For 2 KW load Rs. 12,000
  - III. For 5 KW load Rs. 30,000
  - IV. For 10 KW load Rs. 40,000
  - V. For 20 KW load Rs. 50,000
  - VI. For 30 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.6,000 per kW for load upto 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. <u>Specifications for Electrical Works</u>

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)	
4.	Copper Conductor FRLSZH , PVC insulated wires (ISI mark) use for underground station	Polycab, Ducab Dubai, Cords Cables, KEI.
5.	FRLS Cables Al (ISI mark)	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6.	FRLS Cables Al (ISI mark)	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
7.	FRLSZH , PVC Cables Al (ISI mark) use for underground station	Polycab, Ducab Dubai, Cords Cables, KEI, RashiCables.
8.	Switches & Socket outlets(ISI mark)	Crabtree, Anchor, MDS, LK (Schneider), RK, Legrand





PG0					
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	Hitachi, Blue Star, O- General,			
	(Minimum three star rating)	Daikin, Voltas, LG, Samsung,			
In case electrical items of any other make, the same needs to be approved from					
JMRC before installation.					
Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.					
viii.	i. Internal wiring of luminaries (Light Fittings) and Signages in signage"s				
	panel shall also be FRLSZH in case of UG stations.				
ix.					

### **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 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 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 year 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.
- 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 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), O&S Directorate 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)			
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







# PART-B

# ANNEXURE-XII (1 TO 26)

# FORMATS OF FINANCIAL BID







# ANNEXURE-XII (1)

# FORMAT OF FINANCIAL BID

#### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

#### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code	Station	m [Ref. clause 12 (I) & (III)]	In figures	In words
AMS-02	Mansarovar	5.85		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation







# ANNEXURE-XII (2)

# FORMAT OF FINANCIAL BID

#### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

#### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	ace the (in Sq. Mtr.)	(in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code		-	In figures	In words
AMS-03	Mansarovar	5.00		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









# ANNEXURE-XII (3)

# FORMAT OF FINANCIAL BID

# (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

# RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	ce the Station (in Sq. Mtr.)		Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code		[Ref. clause 12 (I) & (III)]	In figures	In words
AMS-04	Mansarovar	5.37		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









# ANNEXURE-XII (4)

# FORMAT OF FINANCIAL BID

# (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

# RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

SUBJECT: Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the Station	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code		[Ref. clause 12 (I) & (III)]	In figures	In words
AAM-02	New Aatish Market	5.15		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation







# ANNEXURE-XII (5)

# FORMAT OF FINANCIAL BID

#### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

#### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the Station	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code		[Ref. clause 12 (I) & (III)]	In figures	In words
AAM-04	New Aatish Market	5.15		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation







# ANNEXURE-XII (6)

# FORMAT OF FINANCIAL BID

#### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

#### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code	CodeStation[Ref. clause12 (I) & (III)]	In figures	In words	
AVV-02	Vivek Vihar	5.21		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Place

Signature

Name

Designation







# ANNEXURE-XII (7)

# FORMAT OF FINANCIAL BID

#### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

#### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	ace of the (in Sq. Mtr.)		Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
AVV-04	Vivek Vihar	5.24		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









# ANNEXURE-XII (8)

# FORMAT OF FINANCIAL BID

# (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

# RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	e the (in Sq. Mtr.)		Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
ASN-02	Shyam Nagar	5.81		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation







# ANNEXURE-XII (9)

# FORMAT OF FINANCIAL BID

#### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

#### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
ASN-04	Shyam Nagar	4.76		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Place

Signature

Name

Designation







# ANNEXURE-XII (10)

# FORMAT OF FINANCIAL BID

#### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

#### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)		
Code Station	[Ref. clause 12 (I) & (III)]	In figures	In words		
ARN-01	Ram Nagar	4.21			

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Place

Signature

Name

Designation







# ANNEXURE-XII (11)

# FORMAT OF FINANCIAL BID

#### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

#### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.) [Ref. clause 12 (I) & (III)]	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code Station	Station		In figures	In words
ARN-03	Ram Nagar	5.00		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









# ANNEXURE-XII (12)

# FORMAT OF FINANCIAL BID

# (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

# RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	f Approx. Area (in Sq. Mtr.) [Ref. clause 12 (I) & (III)]	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code Station	Station		In figures	In words
ARN-02	Ram Nagar	4.84		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









# ANNEXURE-XII (13)

# FORMAT OF FINANCIAL BID

# (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

# RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

SUBJECT: Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the Station	Approx. Area (in Sq. Mtr.) [Ref. clause 12 (I) & (III)]	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code			In figures	In words
ARN-04	Ram Nagar	4.84		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









# ANNEXURE-XII (14)

# FORMAT OF FINANCIAL BID

# (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

# RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

SUBJECT: Leasing out space at Jaipur Metro Station for Bank ATMs

Space the	Name of the	Approx. Area (in Sq. Mtr.) [Ref. clause 12 (I) & (III)]	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
	Station		In figures	In words
ACL-02	Civil Lines	4.47		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









# ANNEXURE-XII (15)

# FORMAT OF FINANCIAL BID

# (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

# RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

SUBJECT: Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code Station	[Ref. clause 12 (I) & (III)]	In figures	In words	
ACL-04	Civil Lines	4.42		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical.

Date

Place

Signature

Name

Designation









# ANNEXURE-XII (16)

# FORMAT OF FINANCIAL BID

### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

SUBJECT: Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease R Rs.) (Excluding (	ase Rent for first year of lease (In ing GST)	
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words	
ARS-02	Railway Station	4.67			

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









## ANNEXURE-XII (17)

# FORMAT OF FINANCIAL BID

### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
ARS-04	Railway Station	6.05		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









## ANNEXURE-XII (18)

# FORMAT OF FINANCIAL BID

### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease R Rs.) (Excluding (	Rent for first year of lease (In GST)
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
ASC-03	Sindhi Camp	5.00		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









## ANNEXURE-XII (19)

# FORMAT OF FINANCIAL BID

### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause - 5 (b)

### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

SUBJECT: Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Leas Rs.) (Excludin	se Rent for first year of lease (In ng GST)
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
ASC-02	Sindhi Camp	5.16		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical.

Date

Place

Signature

Name

Designation







## ANNEXURE-XII (20)

## FORMAT OF FINANCIAL BID

#### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

#### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Le Rs.) (Exclud	ase Rent for first year of lease (In ling GST)
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
ASC-04	Sindhi Camp	4.50		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Place

Signature

Name

Designation







## ANNEXURE-XII (21)

### FORMAT OF FINANCIAL BID

#### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

#### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
ACP-02	Chandpole	6.98		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical.

Date

Place

Signature

Name

Designation









## ANNEXURE-XII (22)

# FORMAT OF FINANCIAL BID

### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

SUBJECT: Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease R Rs.) (Excluding (	ent for first year of lease (In GST)
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
ACP-04	Chandpole	4.15		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









## ANNEXURE-XII (23)

# FORMAT OF FINANCIAL BID

### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	· · · · · ·		Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
ACC-02	Chhoti Chaupar	5.00		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









## ANNEXURE-XII (24)

# FORMAT OF FINANCIAL BID

### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

SUBJECT: Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
ACC-04	Chhoti Chaupar	5.00		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









# ANNEXURE-XII (25)

# FORMAT OF FINANCIAL BID

### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Space	Name of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)	
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
ABC-02	Badi Chaupar	5.00		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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 Lease Rent shall be payable in advance.
- 5. Any changes in applicable tax structure during the contract period are accepted.
- 6. Please note that financial offer should not be mentioned anywhere in the technical bid.
- 7. Bidder should attach separate Financial Bid for each area applied for in above format separately. (The bidder needs to take print out of above format for as much spaces as the bidder wants to apply.)
- 8. The bidder should submit separate envelope clearly mentioning the space code on the top of each envelope for each bid.
- 9. No bid(s) for two separate space code should be submitted in single envelope. Such bid will not be considered.
- 10. The approved Lease Rent shall be applicable from the date of issuing NTP. For the first year it shall be applicable as it is and for subsequent years, the Lease Rent shall be increased by 6% every year and compounded annually for the rest of the contract period/ extended contract period.
- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation









## ANNEXURE-XII (26)

# FORMAT OF FINANCIAL BID

### (To Be Submitted in Separate Envelope marked as Financial Bid as per clause – 5 (b)

### RFP No. : F.1 (R- 173) /JMRC/DC/Rev/ATM/2020-21/08 Dated: 27.10.2020

**SUBJECT:** Leasing out space at Jaipur Metro Station for Bank ATMs

ATM Name Space of the	Approx. Area (in Sq. Mtr.)	Amount Monthly Lease Rent for first year of lease (In Rs.) (Excluding GST)		
Code	Station	[Ref. clause 12 (I) & (III)]	In figures	In words
ABC-04	Badi Chaupar	5.00		

#### Note:

- 1. The financial bid amount will be considered exclusive of applicable taxes/GST.
- 2. We understand that a Bidder can bid for individual ATM spaces as per the bid document. The decision of JMRC, which shall be based on principles laid down in this RFP, shall be final and binding.
- 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.
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- 11. GST or any other tax on the lease rent, if levied by the Govt., shall be borne by the Lessee.
- 12. If bidder is submitting more than one financial bid for more than one ATM space, all individual financial bid envelopes are required to be put with the technical bid.

Date

Place

Signature

Name

Designation





