

REQUEST FOR PROPOSAL DOCUMENT

For Leasing of Commercial Space at Railway Station Metro Station (Jaipur Metro)

(RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023)



Issued by:

Jaipur Metro Rail Corporation Limited
(A Govt. of Rajasthan Undertaking)
2nd Floor, Admin Building, Metro Depot, Bhriku Path
Mansarovar, **Jaipur (Rajasthan)**- 302020
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CONTENTS OF RFP DOCUMENT

1. Request for Proposal (RFP) Document	Page No. 2
2. Annexure-1 to RFP Document (Scope of Lease)	Page No. 44
3. Draft Lease Agreement	Page No. 61
4. Annexure-2 to RFP Document (Systematic layout of Retail Space)	Page No. 95

REQUEST FOR PROPOSAL (RFP) DOCUMENT

Disclaimer

This Request for Proposal document (the "**RFP**") is neither an agreement nor an offer by the Jaipur Metro Rail Corporation Limited (the "**JMRC**" or "**Authority**" or "**Lessor**") 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 JMRC in relation to the contract. 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 JMRC, 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.

JMRC, 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.

JMRC 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. JMRC 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 JMRC is bound to select a bidder or to appoint the selected bidder, as the case may be, for the contract and the JMRC 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 JMRC 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 JMRC 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 bidding process.

CONTENTS

1. INTRODUCTION	6
1.1. About Jaipur Metro.....	6
1.2. About Contract	6
1.3. Brief Description of Bidding Process.....	7
1.4. Schedule of Bidding Process	8
2. INSTRUCTIONS TO BIDDERS.....	10
A. General	10
2.1. Scope of Bid	10
2.2. Minimum Eligibility Criteria.....	10
2.3. General Condition for Bidders.....	11
2.4. Payments/Fees with the Bid.....	12
2.5. Bid Validity Period	14
2.6. Number of Bids and Cost thereof.....	14
2.7. Visit to the Project Site and Verification of Information	14
2.8. Acknowledgement by Bidder.....	15
2.9. Right to Accept or Reject any or all Bids	15
2.10. Communication between the Bidders and the Authority	16
B. RFP Document.....	16
2.11. Availability of RFP Document	16
2.12. Pre-bid Meeting and Clarifications by the Authority	16
2.13. Addendum/Amendment in the RFP Document.....	17
C. Preparation & Submission of Bid.....	17
2.14. Language of the Bid	17
2.15. Format and Signing of the Bid.....	17
2.16. Submission of Bid	19
2.17. Last Date of Submission of Bid (Bid Due Date)	20
2.18. Withdrawal, Substitution and Modification of Bids.....	20
D. Opening of Bids	20
2.19. Opening of Technical Bid	20
2.20. Confidentiality.....	21
2.21. Tests of Responsiveness.....	21
2.22. Clarifications by the Bidders.....	22
2.23. Qualification of Bidders and Notification.....	22
2.24. Opening of Financial Bids.....	22
2.25. Proprietary data	23
2.26. Correspondence with the Bidder.....	23
3. CRITERIA FOR EVALUATION.....	24
3.1. Technical Bids.....	24
3.2. Financial Bids.....	24
4. OTHERS	26
4.1. Performance Security	26
4.2. Success Fee.....	26
5. FRAUD AND CORRUPT PRACTICES	27
5.1. Fraud and Corrupt Practices.....	27
6. MISCELLANEOUS.....	28
6.1. Miscellaneous	28
6.2. Conflict of Interest	28

6.3. Prohibition against Collusion amongst Bidder(s)	29
6.4. Interpretation of Documents	29
Bid Forms	31
Technical Bid Form-1: Letter of the Bid	32
Technical Bid Form-2: Details of the Bidder	34
Technical Bid Form-3: Power of Attorney for Signing Authority	36
Technical Bid Form-4: Self-Declaration of No Blacklisting or Debarment	37
Technical Bid Form-5: Anti-Collusion Certificate	38
Technical Bid Form-6: Contract Undertaking	39
Technical Bid Form-7: Financial Eligibility	40
Technical Bid Form-8: Memorandum of Understanding (MOU) in case of Consortium	41

1. INTRODUCTION

1.1. About Jaipur Metro

- 1.1.1. Jaipur Metro Rail Corporation Limited ("**JMRC**" or "**Authority**" or "**Lessor**"), an undertaking of Government of Rajasthan (GoR) is responsible for development and operation of metro rail in Jaipur city of Rajasthan.
- 1.1.2. Jaipur Metro Rail Project is planned in two corridors. The East-West Corridor from Mansarovar to Badi Chaupar having total length of 12.118 KM is being executed as Phase-1 of the Project of which Phase-1A (9.718 KM) is operational from June 2015 and Phase-1B (2.4 KM) is operational from Sept 2020, brief of which is given below:

Phase	Corridor	Corridor Length	No. of Stations	Present Status
Phase-1A	Mansarovar to Chandpole	Total 9.718 KM (Elevated: 9.278 KM Underground: 0.44 KM)	9	Operational Since June 2015
Phase-1B	Chandpole to Badi Chaupar	2.349 KM (Underground)	2	Operational Since Sept 2020

- 1.1.3. With the vision of providing better metro rail connectivity, State Government has recently approved extensions of already operational Phase 1 from Mansarovar to Badi Chaupar. Jaipur Metro Phase 1C will be implemented from Badi Chaupar to Transport Nagar which is 2.85 km long with 01 underground station at Ramganj and one elevated station at Transport Nagar. Jaipur Metro Phase 1D from Mansarovar to Ajmer Road Chauraha is a 1.352. Km completely elevated line with one elevated station at Ajmer Road Chauraha. Phase-2 of Project is still at planning stage and DPR is under consideration/ planning stage.
- 1.1.4. One of the objectives of the JMRC as mentioned in its Memorandum of Association (MoA) is *"to plan, design, develop, construct, maintain and operate restaurants, refreshment rooms, cafeteria, etc., both stationary and mobile, rest rooms, book stalls, shopping malls & shopping/ office complexes, reading rooms, information centres, tourists centres and the like render all facilities and services incidental to, connected with or relating to Mass Transit and other Urban Transport and People Mover Systems of any kind and description."*
- 1.1.5. Further, as per provisions of the Metro Railways (Operation & Maintenance) Act, 2002, which is applicable in Jaipur, Jaipur Metro administration has powers to develop any Metro Railway land for commercial use and to execute any lease or grant any lease/ license in respect of the property held by it.
- 1.1.6. Accordingly, JMRC intends to lease out available commercial/ lease space of approximate 500.00 sqm at Railway Station Metro Station (Jaipur Metro) in Phase-1 route.

1.2. About Contract

- 1.2.1. JMRC invites online Bids in single stage two bid system (technical bid and financial bid) from reputed, established, experienced and financially sound entities or group of entities ("**Consortium**") to lease out commercial space of approximate 500.00 Sqm at Railway Station Metro Station (Jaipur Metro) ("**Commercial Space**" or "**Lease Space**") through transparent open competitive bidding process, for a period of 30 years ("**Lease Period**") in accordance with terms and conditions set forth in this RFP document and consequential

Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years subject to mutually agreeable terms.

- 1.2.2. Commercial space at Railway Station Metro Station (Jaipur Metro) is situated at mezzanine floor (500 sqm) with access through ground floor.
- 1.2.3. Railway Station Metro Station is the 7th metro station of Phase-1 route/corridor situated near 3rd entry of main Railway station of Jaipur (Jaipur Junction). Centralized bus station (Sindhi Camp) of Jaipur city is situated at a distance of 1 KM from Jaipur Junction.
- 1.2.4. Selected Bidder shall be entitled to develop, operate, maintain, manage, market, sub-let/sub-lease/sub-license the Commercial Space for development & operation of commercial/business venture for the entire Lease Period at its own cost and expenses in accordance with the provision of RFP document and the consequential Lease Agreement.
- 1.2.5. Selected Bidder shall be required to pay Lease Rent, Utility bills and other charges (as approved and communicated in LOA) on quarterly basis for lease of Commercial Space for the specified Lease Period.
- 1.2.6. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidder about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of lease and obligations of the selected Bidder as set forth in this RFP document or the Authority's rights to amend, alter, change, supplement or clarify the scope of lease, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.2.7. The Authority shall receive Bids pursuant to this RFP and other documents (as per requirement) issued by Authority during Bidding Process (collectively the "**RFP document**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the "**Bid Due Date**").

1.3. Brief Description of Bidding Process

- 1.3.1. Authority/JMRC has adopted a single-stage, two-bid (packet) (Technical Bid and Financial Bid), open transparent competitive e-bidding process through e-procurement system at www.eproc.rajasthan.gov.in (the "**Bidding Process**") for selection of a Bidder for award of the Contract.
- 1.3.2. Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the "**Bid**") for the Contract in accordance with the provisions of the RFP document.
- 1.3.3. Bidders shall submit/upload their Technical Bid and Financial Bid in separate files at www.eproc.rajasthan.gov.in as per the provisions of this RFP document.
- 1.3.4. Bidders shall be required to quote % below/above the Base Rate Rs.177.60 per Sqm Per Month of Lease Rent exclusive of GST and other applicable taxes. Bidder who offers highest Lease Rate (Per Sqm Per Month) shall be awarded the Contract. GST and other applicable taxes on prevailing rate, shall be payable extra by the Bidder.
- 1.3.5. Lease Rent (Per Sqm Per Month) accepted for the selected Bidder shall be escalated annually @ 6% on compounding basis.
- 1.3.6. Total Lease amount for a month shall be calculated as given below:

"Accepted lease rent (per sqm per month) X actual lease area of Commercial Space"

- 1.3.7. Selected Bidder shall be required to pay Lease Rent and other recurring charges (as agreed by JMRC) on quarterly basis for lease of Commercial Space. GST and all applicable taxes, duties, cess, surcharges, levies, etc. shall be paid additionally for all payments (including but not limited to Lease Rent and applicable recurring charges (if any), etc. to be made by Selected Bidder to JMRC under this Lease Agreement.
- 1.3.8. Notwithstanding anything contained in this RFP document, the detailed terms specified in the Lease Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Lease Agreement.

1.4. Schedule of Bidding Process

- 1.4.1. Authority shall endeavor to adhere to the following schedule for Bidding:

S. N.	Event Description	Date
1	Availability of RFP Document	Document can be downloaded from: Rajasthan E-proc Portal: www.eproc.rajasthan.gov.in Rajasthan SPP Portal: www.sppp.rajasthan.gov.in JMRC Portal: www.transport.rajasthan.gov.in/content/transportportal/en/metro/BussinessWithUs/current-tenders.html#
2	Payment to be paid along with Submission of Bid	RISL Processing Fee: Rs. 2,500 /- in form of Demand Draft (DD)/Banker's Cheque of Scheduled Commercial Bank in favour of "Managing Director, RISL" payable at Jaipur. Tender Fee: Rs. 5,900/- Demand Draft (DD)/Banker's Cheque of Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Limited" payable at Jaipur. Bid Security: Rs. 71,000/-Demand Draft (DD)/Banker's Cheque of Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Limited" payable at Jaipur.
3	Date of Publishing RFP document/ NIB on E-Portal and JMRC Portal	16.03.2023
4	Mode of Submission of Bid	Online at e-Proc website (www.eproc.rajasthan.gov.in)
5	Date & Time for Pre –bid Meeting	Date: 24.03.2023 (1200 Hrs) Venue: Chintan Hall, 2 nd Floor, Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur (Rajasthan)
6	Last Date of Submission of Written Queries	Date: 26.03.2023 (1800 Hrs) Written queries must be submitted to the Office of the Executive Director (Corporate Affairs), JMRC OR e-mailed to edca@jaipurmetrorail.in

S. N.	Event Description	Date
7	Start Date for Online Submission of Bid	From: 12.04.2023 (1400 Hrs)
8	End/Last Date for Downloading RFP document	21.04.2023 (1000 Hrs)
9	End/ Last Date for Online Submission of Bid (Bid Due Date)	Upto: 21.04.2023 (1200 Hrs)
10	Submission of Original Demand Draft for RISL Processing Fee, Tender Fee & Bid Security	21.04.2023 (1400 Hrs) Venue: Office of the Executive Director (Corporate Affairs), Jaipur Metro Rail Corporation Limited, 2nd Floor, Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur (Rajasthan)- 302020
11	Date, Time and Venue of Technical Bid Opening	21.04.2023 (1600 Hrs) Venue: Office of the Executive Director (Corporate Affairs), Jaipur Metro Rail Corporation Limited, 2nd Floor, Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur (Rajasthan)- 302020
12	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Eligible Bidders at appropriate time
13	Issue of Letter of Award (LOA) to Selected Bidder	Shall be intimated to the Selected Bidder at appropriate time
14	Acceptance of LOA by the Selected Bidder	Within 10 days of issuance of LOA
15	Signing of Lease Agreement	Within 30 days of issuance of LOA

The above schedule is tentative. Authority reserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

2. INSTRUCTIONS TO BIDDERS

A. General

2.1. Scope of Bid

- 2.1.1. JMRC invites bids from eligible bidders for leasing of commercial space of approximate 500.00 Sqm at Railway Station Metro Station (Jaipur Metro) as per the provisions of the RFP Document.

2.2. Minimum Eligibility Criteria

S. N.	Particulars	Documents Required
a)	Eligible Entities	
(i)	<p>Bidder must be a legally recognized business entity OR group of entities ("Consortium") incorporated in India. Consortium can have maximum 3 members. In case of Consortium Bidder, all members of Consortium can meet Eligibility Criteria jointly.</p> <p>An Entity submitting its bid individually shall be termed as "Single Entity Bidder". Group of entities submitting their Bid as Consortium shall be termed as "Consortium Bidder". The term "Bidder" shall include Single Entity Bidder as well as Consortium Bidder. In case Contract is awarded to a Consortium Bidder, then Consortium Bidder shall be required to incorporate a Special Purpose Vehicle/Company (SPV/SPC) in form of a company under the Companies Act, 1956/ 2013 to execute the Contract. Agreement shall be signed between JMRC and SPV and selected Bidder as the confirming Party to the Agreement.</p>	<p>Certified copy of certification of registration/ incorporation as applicable to legal status and other details viz. GST registration number, PAN number and EPF registration number.</p> <p>Copy of bank statement (certified by Bank) for last 3 financial years ending on March 31, 2022 in case the Bidder is a proprietorship firm.</p> <p>Memorandum of Understanding (MOU) in case of Consortium Bidder as per the format given in Bid Forms.</p>
b)	Financial Eligibility	
(i)	<p>Net Worth: Bidder must have minimum net worth of Rs. 35.50 Lakhs as on March 31, 2022.</p> <p><i>In case of Consortium Bidder, all members of the Consortium can meet Net Worth and Turnover criteria jointly.</i></p>	<ul style="list-style-type: none"> • Certificate specifying net worth as on March 31, 2022 as per the format given in Bid Forms and duly certified by chartered accountant with Unique Document Identification Number (UDIN) on the certificate. • Bidder shall also submit audited financial accounts of FY 2019-20, 2020-21 and 2021-22.

S. N.	Particulars	Documents Required
(ii)	<p>Turnover: Bidder must have minimum average annual turnover of Rs. 71.00 Lakhs in last three financial years (FY 2019-20, FY 2020-21 and FY 2021-22)</p> <p><i>In case of Consortium Bidder, all members of the Consortium can meet Net Worth and Turnover criteria jointly.</i></p>	<ul style="list-style-type: none"> • Certificate specifying turnover for FY 2019-20, FY 2020-21 and FY 2021-22 as per the format given in Bid Forms and duly certified by chartered accountant with Unique Document Identification Number (UDIN) on the certificate. • Bidder shall also submit audited financial accounts of FY 2019-20, 2020-21 and 2021-22.

2.3. General Condition for Bidders

- 2.3.1. Bidder shall be required to submit the Bid containing all details, documents as required in **Bid Forms (Technical Bid Forms and Financial Bid Form)**.
- 2.3.2. A Bidder shall, in the last 3 years, shall neither have failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor has been expelled from any project or contract nor have had any contract terminated for breach by such bidder nor have been debarred by any Government entity from participating in tendering process of Government projects.
- 2.3.3. A Bidder shall not have a conflict of Interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The Events of Conflict of Interest of a Bidder are given in Clause 6.2.
- 2.3.4. Authority reserves the right to contact the Bidder, their bankers, their consultants, their clients and other such sources for verifying the information, references and data submitted by the Bidder in the Bid including the supporting documents/evidences/ certificates submitted by the Bidder(s) as required in the Bid, without further reference to the Bidder(s).
- 2.3.5. Failure by the Bidder to provide all requisite information in the Bid or additional information required by the Authority shall be at the Bidders' sole risk and cost and may impact evaluation of the Technical Bid and/or Financial Bid besides leading to rejection of Bid as being non-responsive.
- 2.3.6. The Authority shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:
- a) failure to submit the supplementary information and additional documents, based on which bidder has claimed Financial Eligibility/Technical Eligibility, within the required timeframe sought by the Authority for evaluation of the Bid;
 - b) willful misrepresentation in any document submitted by the Bidder;
 - c) if a Bidder submits more than one Bid;
 - d) the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
 - e) If a Bidder submits a non-responsive or qualified or conditional Bid;
 - f) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this RFP document;

- g) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by the Bidder from time to time;
 - h) Any other conditions for which forfeiture of Bid Security has been provided under this RFP.
- 2.3.7. In the event Authority disqualifies any Bidder under Clause 2.3.6 (b) to (h) to hereinabove, the Authority may forfeit the Bid Security of such disqualified Bidder.
- 2.3.8. Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision-making process of the Authority or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by the Authority at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.
- 2.3.9. Where the Bidder is Consortium Bidder, it shall comply with the following additional requirements:
- a) The Bid shall contain the information related for each member of the Consortium.
 - b) Maximum number of members in a Consortium shall not be more than 3.
 - c) A Bidder who is member of a Consortium Bidder shall not submit its Bid either as Single Entity Bidder or member of any other Consortium Bidder.
 - d) Bid shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all members of the Consortium.
 - e) Members of the Consortium Bidder shall enter into a Joint Bidding Agreement/Memorandum of Understanding (MOU) as per the format specified in Bid Forms for the purpose of submission of their Bid. The Bid shall contain information about each member of the Consortium and provide additional information whenever asked for.
 - f) Members of the Consortium shall nominate one member as the Lead Member (the "**Lead Member**"). Lead Member shall have an equity shareholding of at least 51% of the subscribed and paid-up equity of the Special Purpose Vehicle (the "**SPV**") throughout the Lease Period. Other member of the Consortium shall hold at least 20% of the subscribed and paid-up equity share capital of the SPV. The nomination (s) shall be supported by a Power of Attorney, as per the format specified in Bid Forms, signed by all the other members of the Consortium. In case of breach of any of the conditions above, without prior approval of Authority, Authority shall be entitled to terminate the Lease Agreement begin the termination procedures considering it as Lessee's Event of Default.
 - g) In case the Contract awarded, the Consortium Bidder shall be required to form Special Purpose Vehicle/Company (SPV/SPC) under Companies Act 2013 and maintain equity shareholding as committed in the Joint Bidding Document.
- 2.3.10. In case the Contract is awarded to a Single Entity Bidder, formation of Special Purpose Vehicle/Company (SPV/SPC) shall not be necessary.

2.4. Payments/Fees with the Bid

- 2.4.1. In terms of this RFP document, a Bidder shall be required to submit the following for RISL Processing Fee, Tender Fee and Bid Security along with submission of its online Bid at www.eproc.rajasthan.gov.in.

Description Fee	Amount	Mode of Payment and Payable to
RISL Processing Fee	Rs. 2,500/-	Demand Draft (DD)/Banker's Cheque of Scheduled Commercial Bank in favour of "Managing Director, RISL" payable at Jaipur.
Tender Fee	Rs. 5,900/-	Demand Draft (DD)/Banker's Cheque of Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Limited" payable at Jaipur.
Bid Security	Rs. 71,000/-	Demand Draft (DD)/Banker's Cheque of Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Limited" payable at Jaipur.

- 2.4.2. Scanned copy of the Demand Drafts (DDs)/Banker's Cheque of Scheduled Commercial Bank for above payments/fee shall be uploaded on www.eproc.rajasthan.gov.in along with the submission of Technical Bid. Original Demand Drafts shall be submitted physically to the Authority on date, time and venue as given in Schedule of Bidding Process at Clause 1.4.
- 2.4.3. The Bid shall be summarily rejected if it is not accompanied by the RISL Processing Fee, Tender Fee and Bid Security.
- 2.4.4. Bid Security of ineligible Bidder(s) shall be returned by the Authority without any interest as promptly as possible after signing of Lease Agreement with the selected Bidder or when the Bidding process is cancelled by the Authority.
- 2.4.5. The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security from it, in accordance with the provisions of the LOA/ Draft Lease Agreement.
- 2.4.6. The Bid Security shall be forfeited by the Authority, at its sole discretion in the following cases:
- if the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - the Bidder withdraws/modifies/substitutes its Bid during Bid Validity Period, including any extension thereof;
 - in case of a Selected Bidder, if it fails to sign the Lease Agreement or fails to furnish the required Performance Security to the Authority within the time specified herein and in the Letter of Award (LOA) or fails to sign and return a duplicate copy of the LOA with its acknowledgement within 10 days of issue thereof;
 - in case the Bid of the Bidder is determined as being non-responsive due to its being **"Conditional"** or for any other reason, in the opinion of Authority;
 - if the Bidder refuses to accept the correction of errors in its Bid;
 - any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP.
- 2.4.7. The Authority shall return the Bid Security after the earliest of the following events, namely:
- the expiry of Bid Validity Period; or
 - the execution of Lease Agreement with the selected Bidder; or
 - the cancellation/termination of Bidding Process for any reason whatsoever.

2.5. Bid Validity Period

- 2.5.1. The Bid shall remain valid for a period not less than 210 days from the Bid Due Date (the "**Bid Validity Period**"). Authority reserves the right to reject any Bid which does not meet this requirement.
- 2.5.2. Extension of Bid Validity Period
- a) Prior to the expiry of Bid Validity Period, the Authority, may request Bidders to extend the period of validity of their Bids for specified additional period. The request for extension shall be made in writing. A Bidder's refusal for such extension shall be treated as withdrawal of the Bid and in such circumstance the Bid Security shall be returned to the Bidder.
 - b) Bidders who agree for extension of Bid Validity Period, shall be required to extend the validity of their Bid Security/ or provide fresh Bid Security (as applicable) in conformity with this Clause.
 - c) When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).

2.6. Number of Bids and Cost thereof

- 2.6.1. No Bidder shall submit more than one Bid in response to this RFP document. Any Bidder who submits more than one Bid shall be disqualified.
- 2.6.2. Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible or in way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.7. Visit to the Project Site and Verification of Information

- 2.7.1. **Bidders must visit the Commercial Space and ascertain themselves for the site conditions, location, surrounding, climate, access to the Commercial Space and its commercial potential before preparation and submission of their Bid. Such visit shall be carried out by the Bidders at their own cost, risk and responsibility. Authority shall not be liable for such costs, regardless of the outcome of the Bidding Process. Interested entities may contact the following for permission and scheduling the site visit:**

Joint General Manager (Revenue)
Jaipur Metro Rail Corporation Limited
2nd Floor, Admin Building, Metro Depot, Bhriugu Path
Mansarovar, Jaipur (Rajasthan)- 302020
Phone: 0141- 2822755; **E-mail:** jgmrev@jaipurmetrorail.in

- 2.7.2. The Bidder or any of its authorised representatives shall be granted permission to visit the Project Site by the Authority, upon receipt of a written request well in advance to the proposed date of visit to the Project Site. However, the permission would be subject to the express condition that the Bidder shall indemnify the Authority from and against all liability in respect of physical injury, loss of or damage to property and any other loss, costs and expenses whatsoever caused in carrying out such visits.

2.8. Acknowledgement by Bidder

2.8.1. It shall be deemed that by submitting the Bid, the Bidder has:

- a) made a complete and careful examination of the RFP document
- b) accepted the risk of inadequacy, errors or mistake in the information provided in the RFP document or furnished by or on behalf of Authority relating to any of the matters referred to in Clause 2.8.1 herein; and
- c) agreed to be bound by the undertakings provided by it under and in terms hereof

2.8.2. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Bidding Process, including any error or mistake therein or for any information or data given by the Authority.

2.9. Right to Accept or Reject any or all Bids

2.9.1. The Authority reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Bidder for evaluation of the Bidder.

In case it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof including any of the Eligibility Criteria conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any material incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder/Lessee either by issue of Letter of Award (LOA) or entering into the Lease Agreement, and if the Bidder has already been issued the LOA or has entered into the Lease Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this RFP document, be liable to be terminated, by communication in writing by the Authority to the Bidder, without Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP document and the Draft Lease Agreement or under applicable law. In such case, the Authority shall have right to forfeit the Bid Security/ or the Performance Security, as the case may be, or any other sum of the Selected Bidder/Lessee available with the Authority. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document any time after the submission by the Bidder and till the subsistence of the Lease Agreement. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority.

2.9.2. Notwithstanding anything contained in this RFP document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligations for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all the participating Bidders to submit fresh Bids hereunder.

2.10. Communication between the Bidders and the Authority

- 2.10.1. All communications to the Authority, in the context of this RFP document and related issues, unless specified otherwise, shall be addressed to;

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

2nd Floor, Admin Building, Metro Depot, Bhriugu Path

Mansarovar, Jaipur (Rajasthan)- 302020

Phone: 0141-2822752; **E-mail:** edca@jaipurmetrorail.in

- 2.10.2. All communications to the Bidders shall be sent to the designated person/representative of the prospective Bidder at the address mentioned in the covering/forwarding letter of its Bid, as addressed to the Authority unless the Authority is advised otherwise by the concerned prospective Bidder.
- 2.10.3. The Authority shall not entertain or enter into any correspondence (written or oral) with the Bidders except where the Authority seeks clarification from prospective Bidder or where a prospective Bidder seeks clarification from the Authority in writing before submission of Bid, whereupon the Authority may provide written clarifications.

B. RFP Document**2.11. Availability of RFP Document**

- 2.11.1. The RFP document (in PDF format) shall be available on www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in and JMRC portal during the period mentioned in Schedule of Bidding Process at Clause 1.4.
- 2.11.2. Prospective Bidders can download the RFP document from the above websites but shall be required to remit the cost of RFP document (Tender Fee) in the manner and form as prescribed in Clause 2.4.

2.12. Pre-bid Meeting and Clarifications by the Authority

- 2.12.1. A Pre-Bid Conference shall be held on the date, time and venue mentioned in Clause 1.4 (Schedule of Bidding Process) to clarify and discuss any provisions or requirements related to this RFP document. All interested parties can participate in the Pre-Bid Conference.
- 2.12.2. All queries to be raised at the Pre-Bid Conference shall be submitted in writing to the Authority before the scheduled date as mentioned in Clause 1.4 (Schedule of Bidding Process). Written queries shall be submitted at the address given in Clause 2.10.1 or e-mailed at edca@jaipurmetrorail.in in the following format:

S. N.	Reference Clause of RFP	Subject/Title	Query/ Clarification Sought

- 2.12.3. The Authority shall endeavor to respond the written queries received from the prospective Bidders. However, the Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any query or to provide any clarification.

- 2.12.4. Verbal clarifications and information given by the Authority or its employees or representatives advisors/consultants shall not in any way or manner be binding on the Authority.

2.13. Addendum/Amendment in the RFP Document

- 2.13.1. At any time prior to the Bid Due Date, the Authority may for any reason, whether on its own initiative or as a result of a response to written queries, modify the RFP document/extend Bid Due Date by issuing an **"Addendum/Amendment"**. Any modification of the RFP document shall be made by the Authority exclusively through the issue of Addendum.
- 2.13.2. Addendum/ Amendment shall be notified only on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in and JMRC portal. Such Addendum shall become part of the RFP document.

C. Preparation & Submission of Bid

2.14. Language of the Bid

- 2.14.1. The Bid and related documents to the Bid and all correspondence exchanged between Bidder(s) and the Authority shall be in English language. Supporting documents and printed literature furnished by the Bidder(s) in another language shall be accepted provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.15. Format and Signing of the Bid

- 2.15.1. The Bidder shall provide all the information sought under this RFP document.
- 2.15.2. Bidder shall submit their Bids in accordance with the provisions set forth in this RFP document. In order to enable consistency among Bids and to facilitate smooth evaluation by the Authority, some formats in which the Bidders shall provide information/data comprising Bids are given in this RFP document. The Authority shall evaluate only those Bids that are received in the required format complete in all respects and in line with the instructions contained in this RFP document.
- 2.15.3. The Technical Bid shall be signed and stamped on each page initialed by a person duly authorised to sign on behalf of Bidder holding Power of Attorney, as per the format as specified in **Bid Forms**. The Technical Bid shall be in PDF format with all pages numbered serially along with an index. The PDF format shall be uploaded on the website as provided in this RFP.
- 2.15.4. The Financial Bid shall be submitted in the format as specified in **Financial Bid Form (BOQ)**
- 2.15.5. Any corrections in the Technical Bid such as interlineations, erasures or overwriting etc in the bid document should be avoided. However, any corrections in the Technical Bid such as interlineations, erasures or overwriting, if necessary, shall be valid only if they are signed and stamped by a person duly authorized to sign on behalf of Bidder.
- 2.15.6. A single stage two-packet (Technical Bid and Financial Bid) system shall be followed for the Bid as outlined below:
- (i) Technical Bid, including Fee details (Tender Fee, RISL Processing Fee and Bid Security) in PDF format

(ii) Financial Bid in MS-Excel format

2.15.7. Technical Bid (the "**Technical Bid**") shall consist of the following documents:

S. N.	Document Type	Document Format
1	Letter of the Bid	as per the format specified at Technical Bid Form-1 (in PDF Format)
2	Tender Fee	Scanned copy of Demand Draft/ Banker's Cheque (in PDF Format)
3	RISL Processing Fee	Scanned copy of Demand Draft/ Banker's Cheque (in PDF Format)
4	Bid Security	Scanned copy of Demand Draft/ Banker's Cheque (in PDF Format)
5	Details of Bidder <i>(in case of Consortium Bidder, Form to be submitted for each member)</i>	as per the format specified at Technical Bid Form-2 (in PDF format)
6	Certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder. Copy of bank statement of last 3 financial years ending on March 31, 2022 (in case Bidder is a Proprietorship Firm) <i>(in case of Consortium Bidder, documents to be submitted for each member)</i>	Scanned copy of documents (in PDF format)
7	Certified Copy of EPF Registration, GST Registration and PAN Card	Scanned copy of documents (in PDF format)
8	Power of Attorney for Signing Authority	as per the format specified at Technical Bid Form-3 (in PDF format)
9	Self-Declaration of No Blacklisting or Debarment	as per the format specified at Technical Bid Form-4 (in PDF format)
10	Anti-Collusion Certificate	as per the format specified at Technical Bid Form-5 (in PDF format)
11	Contract Undertaking	as per the format specified at Technical Bid Form-6 (in PDF format)
12	Financial Eligibility	as per the format specified at Technical Bid Form-7 (in PDF format)
13	Joint Bidding Agreement/ Memorandum of Understanding between Consortium Members	as per the format specified at Technical Bid Form-8 (in PDF format)
14	Copy of RFP Document sealed and signed by Authorised Signatory of Bidder	PDF Format

2.15.8. Financial Bid (the “**Financial Bid**”) shall consist of the following document:

S. N.	Document Type	Document Format
1	Financial Bid	As per the format specified at Financial Bid Form (BOQ) (format available at www.eproc.rajasthan.gov.in)

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

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

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

Note:

- It is to be noted that GST and any other taxes, as applicable on Base Rate to be quoted in Financial Bid shall be chargeable extra as per the prevailing rate and rules and shall be borne by the Selected Bidder only.
- While quoting rates in financial bid, the bidder must take into account existing tax structure as on last date of bid submission and later on no claims as issues regarding misinterpretation of tax liability, etc., shall be entertained.
- Percentage below/ above the Base Rate quoted by Bidder shall be admissible and considered for evaluation upto to two digits only after decimal.
- Lease Rent (Per Sqm Per Month) worked out from % below/above the Base Rate shall also be admissible and considered for evaluation upto digits only after decimal.

2.16. Submission of Bid

2.16.1. Bid shall be submitted in two separate files i.e. (i) Technical Bid (in PDF format) and (ii) Financial Bid (in MS-Excel format). Technical Bid and Financial Bid shall contain all documents/information as set forth in this RFP document and in the format and manner as detailed in Clauses 2.15.7.

2.16.2. Bid shall be submitted/ uploaded online on www.eproc.rajasthan.gov.in only. Bidders must register on www.eproc.rajasthan.gov.in (Bidders already registered www.eproc.rajasthan.gov.in before 30-09-2011 must register again). Bidders are advised to refer to the orders issued by the Finance Department, GoR vide F.1(1)FD/GF&AR/2007 (Circular No. 19/2011) dated 30.09.2011 for getting acquainted with e-tendering process.

2.16.3. To participate in online Bidding Process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their Bids. Bidders can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

- 2.16.4. Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-Tendering process.
- 2.16.5. Training for the Bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested in training may contact e-Procurement Cell, RISL for booking the training slot.

Contact No.: 0141-4022688 (Help desk 10 am to 6 pm on all working days)

E-mail: eproc@rajasthan.gov.in

- 2.16.6. Bid (Technical Bid and Financial Bid) submitted/uploaded on www.eproc.rajasthan.gov.in shall be digitally signed with DSC of the Authorised Signatory.
- 2.16.7. After submission of Bid on www.eproc.rajasthan.gov.in the Bidders shall submit original Demand Draft (DD) for RISL Processing Fee, Tender Fee and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process as given at Clause 1.4. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder.

2.17. Last Date of Submission of Bid (Bid Due Date)

- 2.17.1. Bid should be submitted/ uploaded on www.eproc.rajasthan.gov.in during the period given in Schedule of Bidding Process at Clause 1.4 in the manner and form as detailed in the RFP Document. ***Bidders are requested to upload their Bids well in time so as to avoid 11th hour issues such as slow speed of internet, website hanging/ choking/ slow downloading due to heavy load or any other unforeseen situation.***
- 2.17.2. Authority may at its sole discretion, extend the Bid Due Date by issuing an Addendum.

2.18. Withdrawal, Substitution and Modification of Bids

- 2.18.1. A Bidder may withdraw/substitute/modify its Bid (Technical and/or Financial Bid) as per the instruction/procedure (if available) at www.eproc.rajasthan.gov.in till Bid Due Date. Bidder shall not be permitted to withdraw/substitute/modify its Bid after Bid Due Date.
- 2.18.2. Bid withdrawn shall not be opened and processed further.

D. Opening of Bids

2.19. Opening of Technical Bid

- 2.19.1. The Authority, in first-part, shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process given at Clause 1.4 in the presence of the Bidders or their authorized representatives who choose to attend.
- 2.19.2. All the documents comprising of Technical Bid shall be downloaded from www.eproc.rajasthan.gov.in only for the Bidders who have submitted the original Demand Draft (DD)/Banker's Cheque from Scheduled Commercial Bank for RISL Processing Fee, Tender Fee and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process given at Clause 1.4 and in conformity with the provisions set-forth in the RFP document.
- 2.19.3. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its successors or assigns, but shall be binding on the Bidder if the Contract is subsequently awarded to it on the basis of such information.

- 2.19.4. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.19.5. If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.
- 2.19.6. In the event that a Bidder claims credit for eligibility under the Eligibility Criteria, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from admissibility for purposes of the Eligibility Criteria. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with provisions of Clause 2.9.2.

2.20. Confidentiality

- 2.20.1. Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or Authority or as may be required by law or in connection with any legal process.
- 2.20.2. The Authority shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:
- (i) bid is accompanied by relevant document related to Tender Fee, RISL Processing Fee and Bid Security;
 - (ii) bid is valid for the period specified in the RFP document;
 - (iii) bid is unconditional and the Bidder has agreed to give the required Performance Security;
 - (iv) other conditions as specified in the RFP document are fulfilled;
 - (v) any other information which the Authority may consider appropriate has been furnished by the Bidder.
- 2.20.3. No Technical Bid shall be rejected at the time of Technical Bid opening except the Bids of the Bidders who have not submitted original Demand Draft (DD)/Banker's Cheque from Scheduled Commercial Bank for RISL Processing Fee, Tender Fee and Bid Security.
- 2.20.4. The Financial Bid shall remain unopened which shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids.

2.21. Tests of Responsiveness

- 2.21.1. Prior to evaluation of Bids, Authority shall determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive only if:
- a) It is received as per the formats specified in Clauses 2.15.7;

- b) It is received by the Bid Due Date including any extensions thereof in pursuant to Clause 2.17;
 - c) it is signed and submitted in accordance with Clauses 2.15 and 2.16;
 - d) it is accompanied by the Power of Attorney in the format as specified at Technical Bid Form-3;
 - e) it contains all the information and documents (complete in all respects) as requested in this RFP document;
 - f) it contains information in formats same as those specified in this RFP document;
 - g) it does not contain any condition or qualification; and
 - h) it is not non-responsive in terms hereof.
- 2.21.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

2.22. Clarifications by the Bidders

- 2.22.1. To facilitate evaluation of Bids, Authority may, at its discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.22.2. If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bidder does not provide the clarifications within the stipulated time, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

2.23. Qualification of Bidders and Notification

- 2.23.1. After the evaluation of the Technical Bids in first-part, Authority would announce a list of **"Eligible Bidders"** whose Financial Bids will be opened in the second part.
- 2.23.2. Authority shall upload the result of evaluation of Technical Bids on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in and notify each Bidder through uploading the result of evaluation on aforesaid portal only whether it has been qualified or disqualified in the evaluation of Technical Bid.
- 2.23.3. Authority shall also notify about the date, time and venue of opening of Financial Bids on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in and also individually to each of the Eligible Bidder.

2.24. Opening of Financial Bids

- 2.24.1. In the second part, the Financial Bids of only Eligible Bidders shall be opened who shall be informed about the venue, date and time of opening of Financial Bids.
- 2.24.2. The Financial Bids of only Eligible Bidders shall be downloaded from www.eproc.rajasthan.gov.in and opened in the presence of representatives of the Eligible Bidders, who choose to attend.

2.25. Proprietary data

- 2.25.1. All documents and other information supplied by Authority or submitted by a Bidder to Authority shall remain or become the property of the Authority.
- 2.25.2. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. Authority will not return any Bid or any information provided therewith.

2.26. Correspondence with the Bidder

- 2.26.1. Save and except as provided in this RFP document, Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3. CRITERIA FOR EVALUATION

3.1. Technical Bids

- 3.1.1. In first part, the Authority shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the RFP.
- 3.1.2. Bidders who meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as **"Eligible Bidders"**.
- 3.1.3. Bidders who do not meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as **"Non-eligible Bidders"**.
- 3.1.4. The Authority shall upload the result of Technical Bid Evaluation on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in.
- 3.1.5. The Authority shall also notify about the date, time and venue of opening of Financial Bids in second part only to the Eligible Bidders.

3.2. Financial Bids

- 3.2.1. In second part, the Authority shall examine and compare the Financial Bids submitted by the Eligible Bidders, taking into account the following factors:
- a) Overall, completeness and compliance as per the instructions given in this RFP Document.
 - b) The Financial Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by RFP document shall be rejected for non-responsiveness.
 - c) Conditional Bids are liable to be rejected.
- 3.2.2. Bids are invited for the Contract on the basis of Lease Rent offered by a Bidder to Authority for leasing of total Commercial Space of approximate 500.00 Sqm at Railway Station Metro Station (Jaipur Metro) as per the terms of the RFP Document and the Lease Agreement to be signed between Authority and Selected Bidder (Lessee).
- 3.2.3. Bidders shall be required to quote % below/above the Base Rate Rs.177.60 per sqm per month of Lease Rent exclusive of GST and other applicable taxes. Bidder who offers highest Lease Rate (Per Sqm Per Month) shall be awarded the Contract. GST and other applicable taxes on prevailing rate, shall be payable extra by the Bidder.
- 3.2.4. Lease Rent (Per Sqm Per Month) accepted for the selected Bidder shall be escalated annually @ 6% on annual compounding basis.
- 3.2.5. Total Lease amount for a month shall be calculated as given below:
- "Accepted lease rent (per sqm per month) X actual lease area of Commercial Space"*
- 3.2.6. Selected Bidder shall be required to pay Lease Rent and other recurring charges (as agreed by JMRC) on quarterly basis for lease of Commercial Space. GST and all applicable taxes, duties, cess, surcharges, levies, etc. shall be paid additionally for all payments (including but not limited to Lease Rent and applicable recurring charges, etc. to be made by Selected Bidder to JMRC under this Lease Agreement.

- 3.2.7. After opening, Financial Bids shall be ranked on the basis of Lease Rent worked out on the basis of Bidder's quote in its Financial Bid. Bidder quoting the highest Lease Rent shall be ranked as Highest Bidder (**H1**) and other Bidders in descending order (e.g. H2, H3, H4, etc. on the basis of highest to lowest Lease Rent).
- 3.2.8. Bidder quoting the highest Lease Rent (H1 Bidder) shall be finally selected and adjudged as the successful Bidder.
- 3.2.9. After selection, a Letter of Award (the "LOA") shall be issued by the Authority to the Highest/Selected Bidder who shall, within 10 days of receipt of the LOA, sign and return the copy of the LOA in acknowledgement thereof. In the event copy of the LOA duly signed by the Selected Bidder is not received by stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA on account of failure of the Selected Bidder to acknowledge the LOA and forfeit the Bid Security of such Bidder as damages.
- 3.2.10. After acknowledgement of the LOA as aforesaid by the Highest/ Selected Bidder, it shall cause the Selected Bidder to submit the Performance Security as specified in Clause 4.1. within 25 days of issuance of LOA and shall be required to execute Lease Agreement within 30 days of issuance of LOA. Bidder shall not be entitled to seek any deviation, modification or amendment in the Lease Agreement.
- 3.2.11. In case, the Lease Agreement is not executed within 30 days, for reasons attributable to the Selected Bidder, the Authority reserves the right to cancel the LOA and forfeit the Bid Security/ Performance Security, as the case may be.
- 3.2.12. In case two or more Bidders have quoted the same rate in % below/above of Base Rate in their Financial Bids, which is also the highest rate offered, then all such bidders ("**Tie Bidders**") shall be given an opportunity to revise their Financial Bid by submitting fresh financial bid(s) in sealed envelope. The revised financial bid shall be submitted by the date and time as notified to the concerned Bidders in physically sealed envelopes.
- 3.2.13. In case two or more bidders again quote the same rate in their revised Financial Bids, then JMRC shall resort to an open auction among the same bidders (i.e., who have quoted the same Financial Bid) and the bidder for respective bid whose offer is highest, shall be declared as successful bidder. The date and time of auction will be notified to the concerned bidders.
- 3.2.14. In case Highest Bidder (H1 Bidder) withdraws or is not selected for any reason, JMRC, in its sole discretion, may award the Contract to the Bidder(s) next in the rank.
- 3.2.15. In the event no Bidder is selected during bidding process, the Authority in its sole discretion, may annul the bidding process.

4. OTHERS

4.1. Performance Security

- 4.1.1. The Selected Bidder, within 25 days of issuance of LOA and before signing of Lease Agreement, shall submit irrevocable and unconditional Performance Security i.e. amount equivalent to 6 months approved Lease Rent of first year to ensure due performance of all obligations of the Lessee under the Lease Agreement against event of default by the Lessee and/or any material breach of it's obligations there under.
- 4.1.2. Performance Security shall be deposited in the form of Banker's Cheque or Demand Draft or Bank Guarantee of a Scheduled Commercial Bank in the form set forth in Schedule-A of Draft Lease Agreement, in favour of "**Jaipur Metro Rail Corporation Limited**" drawn at a branch of any Scheduled Commercial Bank located at Jaipur. The Bank Guarantee shall remain valid for all the time throughout a period of 31 years stating from the date of issuance of LOA. The period of Bank Guarantee submitted to JMRC shall not be less than 10 years and shall be renewed it thereafter in accordance with the contract conditions.
- 4.1.3. Amount of Performance Security shall be increased at the end of every 3rd year to ensure that the quantum of Performance Security is maintained equal to the lease amount payable by Lessee to JMRC in the immediate next 6 months, for which Lessee shall be required to either replenish the existing Performance Security with the increased amount or provide Performance Security of increased amount before 30 days of expiry of original Performance Security.
- 4.1.4. In case Performance Security is submitted in the form of Bank Guarantee of a Scheduled Commercial Bank in specified format as mentioned in para 4.1.2 above, then Lessee during the period of 31 years may have to get the Bank Guarantee renewed/ re-issued/ replenished by their banker. Lessee shall complete such renewals/ re-issuances/ replenishments and shall submit the renewed/ re-issued/ replenished Bank Guarantee of the required amount to JMRC at least 30 days prior to expiry of the existing Bank Guarantee submitted earlier, thereby shall ensure unbroken validity of the Bank Guarantee throughout the entire period of 31 years.
- 4.1.5. In any case, no interest shall be payable by JMRC on Performance Security submitted by Lessee to JMRC.
- 4.1.6. JMRC shall release/ refund the Performance Security to Lessee upon expiry of Lease Period/ extended Lease Period/ termination before end of Lease Period, subject to deduction of any amount payable by Lessee to JMRC.
- 4.1.7. In case of extension of lease period granted by JMRC for additional period, the Lessee shall submit performance bank guarantee for additional period plus one year in the manner mentioned above.

4.2. Success Fee

- 4.2.1. Selected Bidder, within 25 days of issuance of LOA and before signing of Lease Agreement, shall make payment of Success Fee + applicable GST to M/s PDCOR Limited (transaction advisor to JMRC for this Contract). Success Fee shall be 1% of Net Present Value (NPV) of minimum assured Lease Rent to be paid by Lessee to JMRC for the entire Lease Period of 30 Years (after factoring 6% annual escalation in Lease Rent upto 30 Years only). The discounting rate for calculating NPV shall be @ 15% for initial Lease Period of 30 Years and the extendable period shall be ignored.

5. FRAUD AND CORRUPT PRACTICES

5.1. Fraud and Corrupt Practices

- 5.1.1. Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Authority may reject a Bid without being liable in any manner whatsoever to the Bid if it determines that the Bid has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 5.1.2. Without prejudice to the rights of Authority under Clause 5.1.1 hereinabove, if a Bid is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by Authority during a period of 3 years from the date such Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.1.3. For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **"corrupt practice"** means (i) 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 avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Lease Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Lease Agreement, as the case may be, any person in respect of any matter relating to the Contract or the LoA or the Lease Agreement, who at any time has been or is a legal, financial or technical advisor of Authority in relation to any matter concerning the Contract;
 - 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;
 - 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;
 - d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; 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.

6. MISCELLANEOUS

6.1. Miscellaneous

- 6.1.1. Authority, 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) qualify or not to qualify any Bidder and/ or to consult any Bidder in order to receive clarification or further information; retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.1.2. It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies Authority, its employees, project management consultant, 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 and the RFP document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.2. Conflict of Interest

- 6.2.1. A Conflict of Interest for Authority or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- 6.2.2. The situations in which the Authority or its personnel may be considered to be in Conflict of Interest includes, but not limited to, following:-
- a) A Conflict of Interest occurs when Authority's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
 - b) Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of, employment after retirement from Authority's service or the receipt of a gift that may place Authority's personnel in a position of obligation.
 - c) A Conflict of Interest also includes the use of Authority's assets, including human, financial and material assets, or the use of Authority's office or knowledge gained from official functions for private gain or to prejudice the position of someone Authority's personnel does not favour.

- d) A Conflict of Interest may also arise in situations where Authority's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from Authority personnel's actions or decisions.
- 6.2.3. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:-
- a) they have controlling partners in common;
 - b) they receive or have received any direct or indirect subsidy from any of them;
 - c) they have the same legal representative for purposes of the Bid;
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
 - e) A Bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one bid; or
 - f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the Bidding Process.

6.3. Prohibition against Collusion amongst Bidder(s)

- 6.3.1. Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through connivance or collusion or pooling amongst two or more Bidder(s) shall be deemed to be invalid and the Bid Security of concerned Bidder(s) shall be forfeited at sole discretion of Authority.

6.4. Interpretation of Documents

In the interpretation of this RFP, unless the context otherwise requires:

- (i) The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
- (ii) Reference to any gender includes the other gender;
- (iii) Unless otherwise stated, a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
- (iv) A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- (v) The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- (vi) Any reference to a person shall include such person's successors and permitted assigns;
- (vii) A reference to a "writing" or "written" includes printing, typing, lithography and other

means of reproducing words in a visible form;

- (viii) Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- (ix) A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
- (x) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
- (xi) In case of any conflict, discrepancy or repugnancy between the provisions of RFP document, provisions of the Lease Agreement shall prevail and supersede the provisions of all other documents;
- (xii) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
- (xiii) All capitalized words and expressions used in the RFP shall have the meaning as ascribed to them in the RFP. In case the same is not defined in the RFP then they shall have the same meaning as ascribed to them in the Lease Agreement.

Bid Forms

Technical Bid Form-1: Letter of the Bid

RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023

Ref.

Dated:

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

2nd Floor, Admin Building, Metro Depot, Bhriugu Path

Mansarovar, Jaipur (Rajasthan)- 302020

Phone: 0141-2822752; **E-mail:** edca@jaipurmetrorail.in**Sub:- RFP for Leasing of Commercial Space at Railway Station Metro Station (Jaipur Metro)**

Dear Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the eligibility requirements and information provided, the undersigned hereby expresses its interest and apply for eligibility for Leasing of Commercial Space at Railway Station Metro Station (Jaipur Metro) ("**Contract**")

We are enclosing our Bid with the details as per the requirements of the RFP Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid are complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 210 days from the due/last date of submission of Bid (Bid Due Date) and our Technical Bid and Financial Bid are unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by -----(mention name of Single Entity Bidder/Lead Member in case of Consortium Bidder) comprising ----- (mention name of members of Consortium Bidder) in accordance with the conditions stipulated in the RFP Document.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP document issued by Jaipur Metro Rail Corporation Limited ("**Authority**" or "**JMRC**") and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the RFP document, including Addendum/ issued vide dated....., Metro Railways (Operation & Maintenance) Act 2002, General Condition of Contract (GCC) and SHE Manual available on JMRC website. We understand that the Addendum shall form an integral part of the RFP document.
3. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the Contract, including legal due diligence, Contractor's obligation to implement the Contract and on the basis of its independent satisfaction hereby agree to undertake the Contract in accordance with the terms and conditions of this RFP document.
4. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP document or in any of the subsequent communications from Authority.
5. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.



6. We agree to submit Performance Security on being identified as Selected Bidder as per terms and conditions of RFP document.
7. In the event of our Bid being accepted, we agree to enter into the Lease Agreement within the stipulated period of 30 days from the date of issue of LOA with the Authority for exclusive implementation, incorporating the conditions of the Bid including the Draft Lease Agreement thereto annexed and written acceptance thereof.
8. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for implementation of the Contract in the event that we are finally selected.
9. Our Financial Bid is exclusive of GST and all applicable taxes, duties, cess, surcharges, levies, etc. We agree to pay all applicable taxes separately for all the payments to be made by Selected Bidder to JMRC under the Lease Agreement.
10. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 210 days from the Bid Due Date.

Thanking You,

Yours faithfully,

For and on behalf of: ----- (Name of Single Entity Bidder/ Lead Member in case of Consortium Bidder and Bidder's seal)

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Technical Bid Form-2: Details of the Bidder

(to be filled by Single Entity Bidder and each member in case of Consortium Bidder)

RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023

1	Category of Bidder (Single Entity Bidder/ Consortium Bidder)	
2	Name of Bidder (mention name of Single Entity Bidder/ Lead & other members in case of Consortium Bidder)	
3	Legal Status of Bidder	
4	Date of Incorporation/Registration	
5	Office Address of Bidder with Contact & Communication details	
6	Brief Description of Bidder's Organisation a) Ownership Structure b) Background of Promoters c) Management Structure	
7	Particulars of Authorised Signatory	Name: Designation: Address: Telephone: Mobile: Fax: E-mail:
8	Bank Details of Bidder	All the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed. Name of Account Holder: Account No: Account Type: Bank's Name: Branch: IFSC Code:
9	GST Registration No.	
10	PAN No.	
11	EPF Registration No.	

Note:

- In case of Consortium Bidder, the above format shall be submitted by each member of the Consortium Bidder.
- Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number, PAN number and EPF registration number duly signed by Authorised Signatory with Bidder's seal.

- c) Copy of bank statement for last 3 financial years (certified by Bank) preceding to the Bid Due Date in case the Bidder is a proprietorship firm.

For and on behalf of : ----- (Name of Single Entity Bidder/ Lead Member in case of a Consortium Bidder and Bidder's seal)

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Technical Bid Form-3: Power of Attorney for Signing Authority

(to be submitted by Single Entity Bidder/Lead Member in Case of Consortium Bidder on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty)

RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023

Know all men by these presents, We ----- (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ----- who is presently employed with us, -----, name Bidder, and holding the position of -----, as our true and lawful attorney (hereinafter referred as the "**Authorised Signatory**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Leasing of Commercial Space at Railway Station Metro Station (Jaipur Metro) ("**Contract**") issued by Jaipur Metro Rail Corporation Limited (JMRC) ("**Authority**") including but not limited to signing and submission of all Bids, Bids and other documents and writings, providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Contract and/or upon award thereof to us and/or till the entering into the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE, -----, THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ----- DAY OF -----, 2023.

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Authorised Signatory)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Technical Bid Form-4: Self-Declaration of No Blacklisting or Debarment

(to be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)

RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023

We hereby declare that presently the ----- (name of Bidder), at the time of bidding:

- a) is competent to get into a contract as per the provisions of Indian Contract Act, 1872.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP document issued by Jaipur Metro Rail Corporation Limited (JMRC) (the "**Authority**").
- c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the RFP document.
- d) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU).
- e) Is not debarred by State Government of Rajasthan, its undertaking/ agencies from participating in bidding process for the projects/ contracts in Rajasthan.
- f) does not have any previous transgressions with any entity in India or any other country during the last 3 years.
- g) does not have any debarment by any other Government entity.
- h) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- i) does not have, and our directors/officers/office bearers (*wherever applicable*) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into any contract within a period of 3 years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarment proceedings.
- j) does not have a conflict of interest as mentioned in the RFP Document which materially affect the fair competition.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of : ----- (name of the Single Entity Bidder/ member in case of Consortium Bidder)

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----



Technical Bid Form-5: Anti-Collusion Certificate

(to be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)

RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023

We hereby certify and confirm that in the preparation and submission of this Bid in response to the RFP issued by Jaipur Metro Rail Corporation Limited (JMRC), Jaipur (the "**Authority**") for Leasing of Commercial Space at Railway Station Metro Station (Jaipur Metro) (the "**Contract**") we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with the Bid.

Date this.....Day of2023

For and on behalf of : -----(name of the Single Entity Bidder/ each member in case of Consortium Bidder)

Signature : ----- (Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date : -----

Place : -----

Technical Bid Form-6: Contract Undertaking

(to be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)

RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023

Ref.**Dated:****Executive Director (Corporate Affairs)****Jaipur Metro Rail Corporation Limited**

2nd Floor, Admin Building, Metro Depot, Bhriku Path

Mansarovar, Jaipur (Rajasthan)- 302020

Phone: 0141-2822752; **E-mail:** edca@jaipurmetrorail.in**Sub:- RFP for Leasing of Commercial Space at Railway Station Metro Station (Jaipur Metro)**

We have read and understood the RFP for Leasing of Commercial Space at Railway Station Metro Station (Jaipur Metro) issued by Jaipur Metro Rail Corporation Limited (JMRC) **Authority"**. We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the RFP document including the Draft Lease Agreement.

For and on behalf of : -----(name of the Single Entity Bidder/ each member in case of Consortium Bidder)

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Technical Bid Form-7: Financial Eligibility

(to be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)

RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023

Name of the Bidder:

Net worth		Annual Turnover	
As on	Amount (Rs.)	Financial Year	Amount (Rs.)
March 31, 2022		FY 2019-20	
		FY 2020-21	
		FY 2021-22	
<p>This is to certify that the information contained above are correct as per the audited financial accounts of the Bidder.</p> <p>UDIN No.:</p> <p>Date: (Signature, Name and Seal of Chartered Accountant)</p>			

Note:-

- The above Form shall be filled and duly certified by a practicing Chartered Accountant with Unique Document Identification Number (UDIN) on the certificate.
- Bidder shall also submit audited financial accounts of FY 2019-20, 2020-21 and 2021-22.
- Net Worth shall be calculated as per Clause 57 of the Indian Companies Act 2013 which states "Net Worth means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation"

Technical Bid Form-8: Memorandum of Understanding (MOU) in case of Consortium

(on non-judicial stamp paper of requisite value as per applicable stamp act and duly attested by Notary Public)

RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023

This Memorandum of Understanding (MOU) entered into thisday of20 at Among M/s (hereinafter referred to as"..... ") and having registered office atas the Lead Member And M/s (hereinafter referred to as"") and having registered office at as the other member-1 And M/s (hereinafter referred to as"") and having registered office at as the other member-2.

. The expressions of ----- (name of lead member) and ----- (name of other members) ----- (which expression shall unless repugnant to the context or meaning thereof mean and indicate its successors and assignees) shall collectively be referred to as "The Consortium" and individually as "the Member" Whereas the Jaipur Metro Rail Corporation Limited (JMRC) has issued Request for Proposal for (name of Contract) (the "**Contract**").

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE MEMBERS AGREED AND DECLARED AS FOLLOWS:

That the Members shall jointly submit the Bid for implementation of the said Contract as per the terms & conditions, specifications and other obligations as mentioned in the RFP document issued by JMRC. M/s ----- (name of lead member) shall be the Lead Member of the consortium for all intents and purpose and shall:

be authorized for all or any of the acts, deeds or things necessary or incidental for submission of the Proposal/Bid, responding to queries and submission of information/ documents, execute and implement (in case the Contract awarded) the Contract as per the terms & conditions, specifications and other obligations as per the Contract Agreement with the Authority with regard to the same on behalf of the consortium and represent the Consortium in its dealing with the Authority and receive instructions for and on behalf of any or all Members of Consortium.

In case the Contract is awarded, all members of the consortium shall be jointly and severally liable for the execution and due performance of the contract with JMRC in accordance with the contract terms. All members of the consortium shall be bound by all acts, representations, deeds and things of the lead member with respect to this RFP.

Roles and Responsibilities of Members of Consortium:

Member	Responsibility in Implementation/ Performance of the Contract
Lead Member	
Other Member-1	
Other Member-2	

All members of the Consortium hereby confirm to carry their respective responsibilities as mentioned in this MoU. Any change in composition of Consortium of a Bidder shall not be permitted during any

stage of the Bidding Process and thereafter uptill commissioning/ installation of the Contract in case the Contract is awarded.

In case a Contract is awarded to a Consortium Bidder, then Lead Member of the Consortium shall be required to submit Performance Security as per the terms of RFP Document and Contract Agreement.

This MoU shall be governed in accordance with the laws of India and Indian courts in Jaipur shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein. That this MOU shall remain valid for the period of validity of the Bid submitted by the Consortium Bidder and in case successful, till due performance of the Contract with the Authority for the said Contract. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

Signed by Authorised Signatory of:

Lead Member: (Name & Designation)

Witness:

1.

2.

Other Member-1: (Name & Designation)

1.

2.

Other Member-2: (Name & Designation)

1.

2.

Financial Bid Form (BOQ)

(In the MS Excel format available at www.eproc.rajasthan.gov.in)

Validate		Print		Help		Percentage BoQ	
Tender Inviting Authority: Executive Director (Corporate Affairs), Jaipur Metro Rail Corporation Limited							
Name of Work: Leasing of Commercial Space at Railway Station Metro Station (Jaipur Metro)							
Contract No: No.F.1 (R-174)/JMRC/DC/REV/2019-20W dated _____, 2023							
Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
Terms & Conditions:							
1) We understand that a Bidder can submit only one bid for the Project.							
2) Bidders shall be required to quote percentage above/below the base rate of lease rent (Per Sqm Per Month). Bidder who offers highest lease rent (Per Sqm Per Month) shall be the successful Bidder.							
3) Lease rent (Per Sqm Per Month) accepted for the selected bidder shall be escalated annually @6% on annual compounding basis.							
4) Total Lease Amount for a month shall be calculated as per formula "Accepted Lease Rent (Per Sqm Per Month) X Actual Lease Area (in Sqm) of commercial space".							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	Base Rate (Per Sqm Per Month) Without taxes in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words	
1	2	4	5	6	53	55	
1	Base Rate (Per Sqm Per Month) for First Year for Leasing of Commercial Space at Railway Station Metro Station (Jaipur Metro)	500.000	Nos	177.60	88800.00	INR Eighty Eight Thousand Eight Hundred Only	
Total in Figures					88800.00	INR Eighty Eight Thousand Eight Hundred Only	
Quoted Rate in Figures			Select		0.00	INR Zero Only	
Quoted Rate in Words			Select		INR Zero Only		

Annexure-1 to RFP document (Scope of Lease)

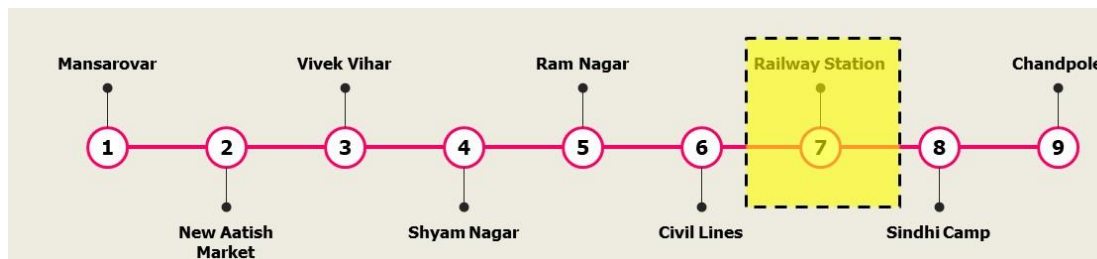
Contents

1. Brief Description of Commercial Space for Leasing	47
2. Lease Period	51
3. Lock-in Period	51
4. Sub-Leasing	51
5. Indicative Projects/Business Venture at the Commercial Space.....	51
6. Prohibited Activities in Lease Space.....	52
7. Ownership of the Commercial Space	52
8. Access to Commercial Space	52
9. Furnishing of the Commercial Space.....	53
10. Alteration & Modification in the Commercial Space.....	53
11. Electricity Connection (Permanent and Temporary).....	53
12. Electrical Works at the Leased Space	54
13. Water Supply	55
14. Provision for Water Storage Tank	55
15. Sewerage Connection	55
16. Telecom Lines	55
17. Space for Placement of Outdoor Units of Air Conditioners.....	55
18. Installation of Power Back-up System (DG Set)	55
19. Cooking/ Kitchen Facilities	56
20. Rent for Additional Space for Non-Commercial Activities.....	56
21. Fire Safety Installations	56
22. Advertisement Rights/ Display boards/ Signages inside Lease Space	57
23. Lessee Staff	57
24. Safety & Security	57

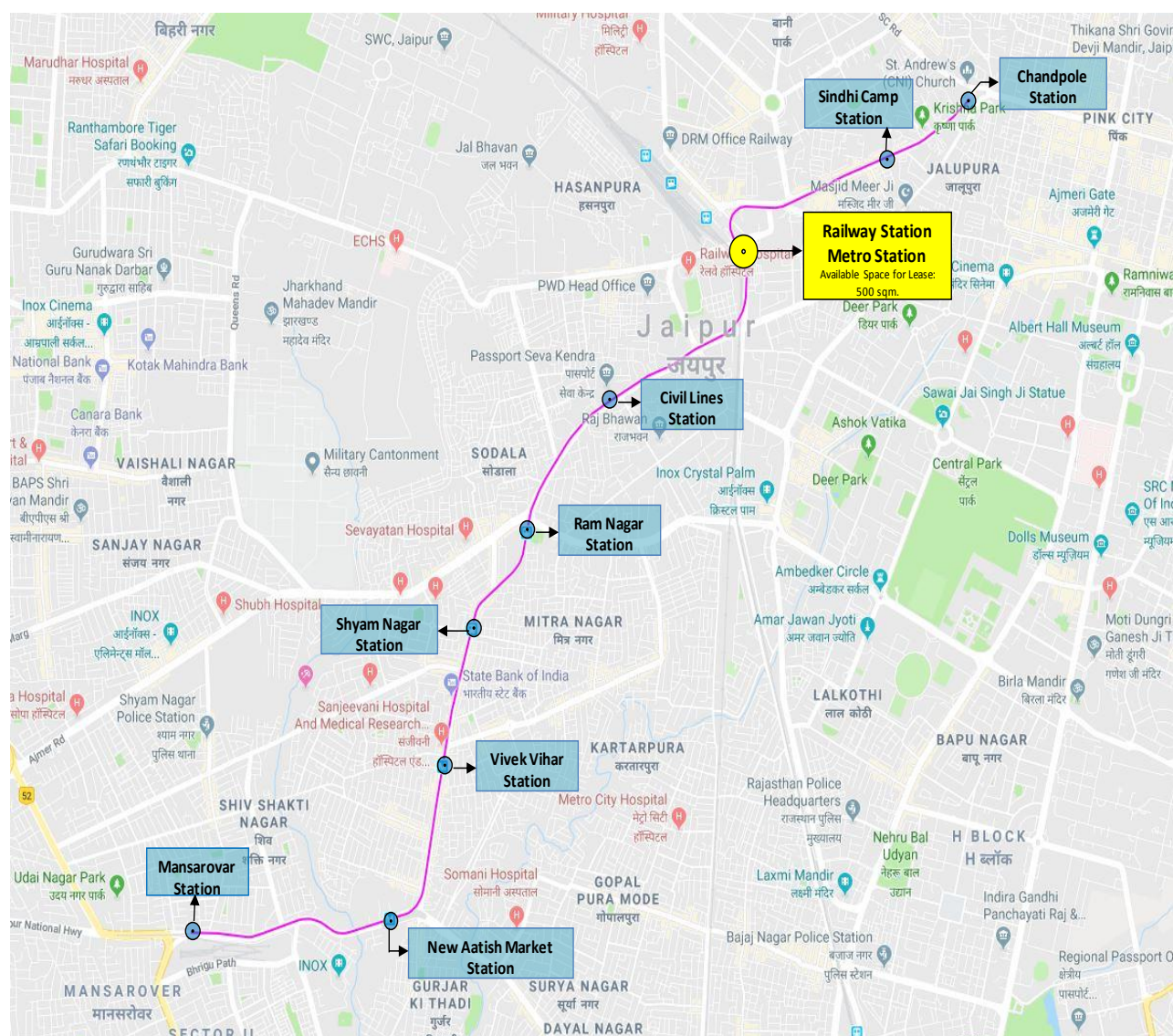
25. Parking Availability	57
26. Payment Terms of Lease Rent and Other Charges	57
27. Rent-Free Grace Period/Moratorium Period	58
28. Payment of First Quarterly Installment of Lease Rent	58
29. Payment of Success Fee	59
30. Preliminary and Final Development Plan	59
31. Clearances and Approvals of Competent Authorities	59
32. Compliance to Statutory Obligations.....	60

1. Brief Description of Commercial Space for Leasing

- 1.1. Railway Station Metro Station is the 7th metro station of Phase-1 route/corridor situated near 3rd entry of main Railway station of Jaipur (Jaipur Junction). Centralized bus station (Sindhi Camp) of Jaipur city is situated at a distance of 1 KM from Jaipur Junction.



Location of Railway Station Metro Station on Jaipur City Map



- 1.2. Total 500.00 sqm commercial space is available on leasing at Railway Station Metro Station (Jaipur Metro) (near 3rd entry of Railway Station). Commercial Space is situated at mezzanine floor (500.00 sqm) with access through ground floor.

Key Details of the Commercial Space for Leasing

A	COMMERCIAL SPACE FOR LEASING
Location	Railway Station Metro Station (Jaipur Metro) (Near 3 rd Entry to Railway Station)
Total Space Available for Leasing	500.00 Sqm
Access to the Space	Commercial Space is situated at mezzanine floor (500.00 sqm) with access through stairs from ground floor. Lift access not available.
Parking	Paid parking (owned by JMRC) is available.
Level of Furnishing	Work viz. plaster, flooring, electrical works, toilets and other finishing works are required to make space functional for use.

Photos of Selected Commercial Space



Site Area at Mezzanine Floor



Site Area at Mezzanine Floor



Parking at the Ground Floor



Entry to Mezzanine Floor from Ground Floor (through Stairs)



Entry to Selected Space from Ground Floor (through Stairs)



Selected Space at Mezzanine Floor



Selected Space at Mezzanine Floor



Selected Space at Mezzanine Floor



Selected Space at Mezzanine Floor



Selected Space at Mezzanine Floor



Selected Space at Mezzanine Floor



Selected Space at Mezzanine Floor

2. Lease Period

- 2.1. Lease granted under the Agreement shall be valid for a period of 30 Years ("**Lease Period**") starting from 91st day of issue of Notice to Proceed (NTP) in accordance with terms and conditions set forth in this RFP document and consequential Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years subject to mutually agreeable terms.
- 2.2. Lessee, at least 180 days before expiry of original Lease Period (i. e. 30 Years), shall submit request for extension of Lease Period on the same terms & conditions. In case Lessee is not interested in extension of Lease Period, then also Lessee shall convey its intention for not extending the Lease Period so that Authority can initiate fresh process of leasing the Commercial Space.

3. Lock-in Period

- 3.1. There will be initial lock-in period of 2 years from 91st day of issue of Notice to Proceed (NTP). Vacation of Commercial Space before expiry of initial lock-in period of 2 years shall be treated as Lessee's event of default and termination proceeding shall be initiated accordingly.
- 3.2. In case Lessee intends to vacate the Leased Space immediately on completion of lock-in period of 2 years, then it shall give a notice of termination of at least 180 days before expiry of initial lock-in Period.
- 3.3. After 2 years of lock-in period, Lessee shall have option to exit from Lease Agreement after giving of notice of at least 180 days and payment of all due to JMRC.

4. Sub-Leasing

- 4.1. Lessee shall have the right to use the Leased Space for its business/ commercial venture as specified in RFP document or can sub-lease/license full or part of the Commercial Space to another end user ("**Sub-Lessee/ Sub-Licensee**"). However, Sub-Lessee/Sub-Licensee shall not be allowed to further sublet/sub lease/ sub license any part of Commercial Space.
- 4.2. Duration of any sub-leasing/ sub licensing of Commercial Space shall not be more than Lease Period. Sub-leasing/ sub-licensing of any part of Commercial Space shall be terminated simultaneously with the termination of Lease Agreement.
- 4.3. For JMRC/ Authority, only Lessee shall be the only point of contact/ party to the Lease Agreement for all the matters relating to leasing of the Commercial Space. However, sub-lessee/ sub-licensee shall be required adhere with all terms of the consequential Lease Agreement to be signed between Authority and the Lessee.
- 4.4. Within 30 days of sub-leasing of any part of Commercial Space, Lessee shall be required to inform the Authority about sub-leasing in the specified format (to be provided by JMRC).

5. Indicative Projects/Business Venture at the Commercial Space

- 5.1. As Commercial Space is situated near railway station entry gate it is suitable for many business ventures including but not limited to the following:
- Dormitory/ Retiring Room
 - Restaurants/ Food Court
 - Retail Store/ Apparel Store

- 5.2. Above listed business ventures at the Commercial Space is indicative only. suitability of any business venture at the Commercial Space shall be decided by the selected private sector entity/ bidder based on its own assessment and business acumen.

6. Prohibited Activities in Lease Space

- 6.1. Following activities shall be prohibited in Lease Space:
- Tobacco products & betel (Pan), etc.
 - Firearms, firecrackers, hazardous and explosive chemicals, gases & pesticides
 - Petrol & other inflammable products
 - Kerosene/Gas/coal-based cooking shall be prohibited. Gas-based cooking may be allowed with the condition of having Gas bank at ground floor subject to approval and technical feasibility include Fire NOC from Chief Fire Officer (CFO), Jaipur Nagar Nigam for provision of Gas-based cooking at the any floor or Lease Space (not at all allowed on rooftop) of the Metro building with provision of Gas bank at ground floor only.
 - Any product/ service the sale of which is unlawful/ illegal or demand or restricted for sale under any Indian act or legislation.
 - Any other product/ services as notified by JMRC in the public interest or due to security/ safety reasons.

7. Ownership of the Commercial Space

- 7.1. Ownership of Railway Station Metro Station (Jaipur Metro), including the Commercial Space (to be leased out to the Selected Bidder) shall continue to vest with the Authority/Jaipur Metro Rail Corporation Limited (JMRC).
- 7.2. Lease herewith granted shall not be construed in any way as giving or creating any other right in favour of the Lessee but shall be construed to be only as a Lessee in as per terms specified in the RFP Document and consequential Lease Agreement. No permanent interests or lien of whatever nature is allowed to be created on the Commercial Space.
- 7.3. Only Lessee or the person authorised by the Lessee shall be allowed to use the Commercial Space during the Lease Period subject to payment of Lease Rent, Utility bills and other charges (if any) regularly and adhering to its obligations under the terms and conditions of this RFP and the consequential Lease Agreement.
- 7.4. In exceptional circumstances, JMRC reserves the right to withdraw some space from the leased Commercial Space due to any unavoidable reason. The Lessee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Lessee shall vacate such space within a period of 30days from such intimation. In this case, JMRC shall allow Lessee the proportionate reduction in lease rent payable for the space withdrawn by the Authority.

8. Access to Commercial Space

- 8.1. Commercial space has separate access through stairs from street level (ground floor). Lift shaft from street level is also available but lift is not installed presently. Lessee shall be allowed to have uninterrupted access to Commercial Space on 24 hours basis (subject to local rules & regulations applicable to commercial establishments)

- 8.2. Lessee's staff, customers, clients shall not be allowed to enter into Metro paid area without having proper ticket/ smart card issued by JMRC.

9. Furnishing of the Commercial Space

- 9.1. Lessee shall be required to execute all furnishing works as required for the commercial use of Commercial Space without damaging any loads bearing/ structural members and any service/ utility, etc. The furnishing works to be executed by the Lessee in the Commercial Space shall include the following but not limited to the following:
- Plaster works, flooring works, railing on stairs
 - All internal furnishing & finishing works including internal partitions/walls, plastering, painting, false ceiling, etc.
 - For internal partitions/walls, Lessee shall be allowed to use light medium materials only (aluminium frames/ corrugated sheets, plyboard partitions, glass partition). Brick/ concrete shall be not used for creation of partitions/walls. However, in specific circumstances, Authority may allow brick/ concrete partition within in the Commercial Space subject to the condition that such brick/concrete partition does not damage the structural members of the station building.
 - Construction of toilet, pantry, storage, etc. as per requirement
 - Installation of electricity line & fittings, installation of meters, switches, air conditioner, water supply lines, plumbing lines liens, etc.
 - Installation of lift (lift shaft is available from ground floor/ street level.
- 9.2. Lessee, while furnishing the Commercial Space, shall use high quality and non-fire hazard materials and the same shall be available for utilization by end users as commercial/ retail space as per the provisions of the RFP and consequential Lease Agreement.

10. Alteration & Modification in the Commercial Space

- 10.1. Lessee may be allowed to carry out minor alteration/ modification within the Commercial Space subject to approval from JMRC/Authority. Lessee shall ensure that said alteration/modification does not damage/ potentially damage the structural safety of the building and affect any electrical gadgets of JMRC.
- 10.2. Lessee is supposed to take prior written approval from JMRC through a written notice prior to commencement of any alteration/ modification works and if necessary JMRC reserves all right to approve/ not approve alteration/ modification plan submitted by Lessee.

11. Electricity Connection (Permanent and Temporary)

- 11.1. Lessee shall be required to obtain separate electric connection for the Commercial Space from Jaipur Vidyut Vitran Nigam Limited (JVVNL). JMRC shall endeavor to provide all support to Lessee for taking separate electric connection. JMRC shall issue Non-Objection Certificate (NOC), if required.
- 11.2. JMRC shall provide space for installation of transformers & meters, if required on chargeable basis. NOC for installation of transformers & meters shall be taken from Traction and E&M Department and space may be decided by Corporate Affairs/ Civil Wing of JMRC.

- 11.3. For installation & furnishing works at the Leased Space, Lessee may require temporary electrical connection which also shall be obtained by JVVNL. JMRC shall endeavor to provide all support to Lessee for taking temporary electric connection. JMRC may also provide temporary connection to Lessee for installation & furnishing works as per following guidelines and subject to technical feasibility:
- Application for temporary electric connection is to be made (addressed) to Executive Director (Traction/E&M), JMRC in the prescribed Performa, 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.
 - Temporary connections shall be released by JMRC from nearest source point with sub-metering arrangements.
 - 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.
 - 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.
 - In case of extension of the temporary connection beyond 30 days, temporary connection charges shall be doubled for the extended period.
 - Electrical Security Deposit for tentative consumption of electricity for one month @ Rs. 6000/- per KW shall have to be deposited by lessee before release of temporary connection. Billing shall be done as per applicable tariff at the end of month/ period of temporary connection, whichever is earlier and lessee shall have to deposit the bill amount within seven days of issue of bill, failing which, the electric connection shall be disconnected without any prior notice the reconnection of electricity shall be done after depositing the due bill amount along with a token penalty of Rs. 2000/- in each case.
- 11.4. The electrical security deposit shall be adjusted/ refunded at the end of the period of temporary connection to Lessee.
- 11.5. The responsibility of payment of all utility bills including electricity bills of Lease Space and adhering with the concerned rules/act shall rest with Lessee and JMRC shall not be responsible in any manner for lapse of payment on part of the Lessee.

12. Electrical Works at the Leased Space

- 12.1. Lessee shall ensure that all electrical works, installations, and fitting inside the Leased Space shall be carried out as per specification of electrical works of JMRC.
- 12.2. Lessee shall ensure that all electrical works including electrical wiring, power outlets, gadgets, earthing, electrical equipments & gadgets are installed, used, maintained properly for guarding against short circuits/fires.
- 12.3. Lessee shall apply for EIG clearance to the JMRC's electrical inspector with all the required

details & specifications. The instructions of JMRC's electrical inspector/ authorised representations shall be complied with by the Lessee at its own cost.

- 12.4. JMRC shall provide space for provision of electrical earthing pit at suitable location on ground floor. JMRC shall also allow for extension of earthing lines/strips from earthing pits upto the required location in Leased Space. Earthing work shall be done under supervision of JMRC representative.
- 12.5. Lessee shall ensure that no electrical cable crossing shall be done in JMRC's existing electrical installations. All electrical and fire safety measures shall be ensured by Lessee.

13. Water Supply

- 13.1. Lessee shall be required to obtain separate connection for water supply from Public Health Engineering Department (PHED).
- 13.2. JMRC shall allow laying of pipeline from PHED pipeline to water storage tank and from water storage tank to the overhead water tanks inside the Lease Space.
- 13.3. The responsibility of payment of all utility bills including water supply bills of Lease Space and adhering with the concerned rules/act shall rest with Lessee and JMRC shall not be responsible in any manner for lapse of payment on part of the Lessee.

14. Provision for Water Storage Tank

- 14.1. JMRC shall provide suitable space at ground floor (on chargeable basis) for construction of underground water storage tank, if demanded by Lessee.
- 14.2. Space for overhead water storage tank shall be provided on terrace of Commercial Space on chargeable basis, subject to technical feasibility and suitability.

15. Sewerage Connection

- 15.1. JMRC has connected its drainage & sewerage line with Nagar Nigam Jaipur sewerage line.
- 15.2. Lessee shall connect drainage & sewerage line of its Leased Space into Jaipur Nagar Nigam sewerage line as per their procedures and conditions. Subject to technical feasibility, JMRC may allow connection of Leased Space's drainage & sewerage line into the JMRC' main line.

16. Telecom Lines

- 16.1. Lessee will be allowed to in-let optical fibre/ telephone cable etc., inside the Leased Space for telecom connectivity as per technical feasibility. No tower / pole shall be allowed in this package on JMRC's property for telecom services.

17. Space for Placement of Outdoor Units of Air Conditioners

- 17.1. Lessee shall be allowed to install outdoor units of air-conditioners (ACs) on rooftop of Commercial Space/setback area at ground floor subject to technical feasibility, suitability, and applicable rules & regulation of Jaipur Nagar Nigam.

18. Installation of Power Back-up System (DG Set)

- 18.1. Lessee shall be allowed to install power back-up system (DG set) for its Commercial Space. JMRC shall endeavour to provide suitable space for installation of DG Set at ground floor/ station roof, subject to feasibility and approval by JMRC, on chargeable basis.
- 18.2. Lessee shall be required to adhere with applicable rules and regulations of Central Pollution Control Board (CPCB), Rajasthan Pollution Control Board (RPCB) and any other law related to environment protection as applicable.

19. Cooking/ Kitchen Facilities

- 19.1. As the Commercial Space is situated below the concourse & platform level of metro train therefore Lessee shall endeavour to go for electrical cooking/heating with approval from JMRC.
- 19.2. Kerosene/Gas/coal-based cooking shall be prohibited. Gas-based cooking may be allowed with the condition of having Gas bank at ground floor subject to technical feasibility and approval from JMRC including Fire NOC from Chief Fire Officer (CFO), Jaipur Nagar Nigam for provision of Gas-based cooking at any floor (not at all allowed on rooftop) of the Metro building with provision of Gas bank at ground floor only. In case Gas-based cooking is allowed at the Commercial Space, the Lessee shall be required to develop a Gas bank (where gas cylinders will be kept, and supply given upto the kitchen) at the space at ground floor to be provided to by JMRC. Lessee shall be required to obtain Fire NOC from Chief Fire Officer, Jaipur Nagar Nigam and submit to JMRC in accordance with the provisions of the RFP document before starting commercial operations at the Commercial Space.

20. Rent for Additional Space for Non-Commercial Activities

- 20.1. Additional space for transformer, meter, chilling plant, water storage tank, AC outdoor units etc. outside leased space, if demanded by lessee and if found technically suitable shall be arranged to Lessee at a nominal charge of Rs. 100/- per square meter/ per month (GST extra). This rate shall also increase at the rate of 6% per annum on annual compounding basis.
- 20.2. Lessee shall not be allowed to undertake any commercial & retail activity, placement of advertisement & signboards in the Additional space provided for the above-mentioned activities.

21. Fire Safety Installations

- 21.1. JMRC's fire hydrant cubicles with all accessories installed inside the Leased Space shall be properly guarded & operated/used by the Lessee as & when required. Lessee shall ensure that sufficient area is left vacant surrounding these cubicles for their use in case of any emergency, etc. JMRC shall continue water supply connection with these fire cubicles and the lessee shall ensure that these units are not damaged during its installation activity.
- 21.2. Lessee shall be responsible for equipping the Lease Space with fire extinguishers, sprinklers, fire exit signages, public address system, hooters, smoke detectors, heat detectors, temperature detectors, fire escape route with proper display, etc. as per applicable municipal norms. Lessee shall connect water supply to fire sprinklers from centralized water supply of JMRC for fire installations.
- 21.3. Lessee shall be required to obtain Fire NOC from Chief Fire Officer, Jaipur Nagar Nigam and submit to JMRC in accordance with the provisions of the RFP document before starting

commercial operations at the Commercial Space.

- 21.4. Lessee shall be solely responsible for any electrical or fire incidence and consequent repercussions to JMRC property and personnel.

22. Advertisement Rights/ Display boards/ Signages inside Lease Space

- 22.1. Lessee shall be allowed to put advertisement/ display boards inside the Lease Space including on the external walls of interior partition.
- 22.2. At both the entry/exit to Commercial Space, Lessee shall be allowed to put one signage of suitable size (not more than 3 feet x 15 feet) displaying the name of Lessee or name of commercial venture, etc. for the Lease Space.

23. Lessee Staff

- 23.1. Lessee's staff/personnel shall be required to possess and wear ID card while working at the Commercial Space. Access to the JMRC system (paid area) shall be through smart cards/tickets only as per prevailing charges.
- 23.2. Lessee shall be solely responsible for all acts and actions of the staff/personnel deployed at the Commercial Space and for ensuring compliance with JMRC rules & regulations, relevant employment laws, regulations, and other statutory requirements including but not limited to provident fund, gratuity, insurance, mediclaim etc.

24. Safety & Security

- 24.1. Lessee shall ensure safety and security of the Leased Space by deploying security guards and installation of CCTV cameras, burglary alarms, etc. at appropriate locations in the Leased Space.

25. Parking Availability

- 25.1. Paid parking is available at Railway Station Metro Station (Jaipur Metro). Parking is owned by JMRC and managed by a contractor appointed by JMRC. Lessee may discuss and finalize with parking contractor for reserved parking.

26. Payment Terms of Lease Rent, Utility bills and Other Charges

- 26.1. Lessee shall be required to pay approved Lease Rent, Utility bills and other applicable recurring charges (if any) + GST and other applicable taxes on quarterly basis in advance, to JMRC, latest by 25th of the preceding month of applicable quarter without waiting for formal invoice from JMRC. For example, Lease Rent of April to June quarter shall be payable latest by 25th March.
- 26.2. For quarterly payments, Lessee shall follow standard calendar quarters only i.e. April – June, July – Sept, Oct – Dec and Jan – March. Lease Rent, Utility bills and other applicable recurring charges (if any) to be paid for first or second quarters shall be adjusted/calculated on pro-rata basis in a manner that next billing can be done on standard calendar quarterly basis.
- 26.3. In case of delay in payment of Lease Rent and other applicable recurring charges (if any), Lessee shall be required to pay interest @ 0.5% per month (be calculated on the outstanding

amount) for delay upto 15 days and @ 1% per month for entire period in case of delay of more than 15 days.

- 26.4. In case payment is not made even after 30 days of due date then Lessee shall be issued a notice to clear all outstanding with applicable interest within 15 days of issue of such notice. In the event of failure to clear all the dues with interest within the given 15 days, Lessee shall not be allowed to undertake any commercial activity till the time deposit of all pending dues. In case Lessee's failure to clear all dues persist for more than 60 days of due date, then Authority shall be entitled to issue termination notice to Lessee.
- 26.5. Any representation or any request by the Lessee shall only be entertained if the Lessee deposits 100% dues as per issue/ demand with applicable interest.
- 26.6. In no case payments shall be allowed to remain outstanding for a maximum period of three months. If any stage, the dues remain outstanding for the period of more than three months, the Lease Agreement may be terminated with a notice effective with immediate effect.
- 26.7. In case of payment of Lease rent, Utility bills and other charges electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC within 2 days of making such payment(s) for reconciliation purpose(s).
- 26.8. The responsibility of payment of all utility bills including electricity supply, water supply bills and any other supply bills of Lease Space to the respective authority and adhering with the concerned rules/act shall rest with Lessee and JMRC shall not be responsible in any manner for lapse of payment on part of the Lessee.

27. Rent-Free Grace Period/Moratorium Period

- 27.1. For carrying out furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose, Lessee shall be permitted for rent free grace period of 90 days commencing from the date of issue of Notice to Proceed (NTP). (referred as "**Rent-Free Grace Period**" OR "**Moratorium Period**").
- 27.2. Applicability of Lease Rent and other recurring charges (if any) shall be after completion of Rent-Free Grace Period/ Moratorium Period only subject to payment of first quarterly Installment of Lease Rental and other recurring expenses (if any) by Lessee to JMRC before signing of Lease Agreement for 1st quarter after completion of Rent-Free Grace Period.
- 27.3. There shall be no relaxation in chargeability of Lease Rent and other recurring expenses (if any) after expiry of Rent-Free Grace Period/ Moratorium Period, even if more time is required by Lessee to complete the furnishing, fabrication and installation works.
- 27.4. In case Lessee completes all furnishing, fabrication and installation works and commences commercial operations even before expiry of Rent-Free Grace Period/ Moratorium Period, then also chargeability of Lease Rent and other recurring expenses (if any) shall be after expiry of Rent-Free Grace Period only.

28. Payment of First Quarterly Installment of Lease Rent

- 28.1. Lessee, within 25 days of issuance of LOA and before signing of Lease Agreement, shall deposit first quarterly Installment of Lease Rent i.e. amount equivalent to 3 months approved Lease Rent and other recurring charges (if any) to JMRC for first quarter, period of which shall start after completion of Rent-Free Grace Period/Moratorium Period of 90 days.
- 28.2. For example, if Notice to Proceed (NTP) is issued on April 01, then April 01 to June 29 will be

Rent Free Grace Period for which no Lease Rent shall be applicable and the First Quarterly Installment of Lease Rent paid before signing of Lease Agreement shall be for the period of June 30 to September 29.

29. Payment of Success Fee

- 29.1. Selected Bidder, within 25 days of issuance of LOA and before signing of Lease Agreement, shall make payment of Success Fee + applicable GST to M/s PDCOR Limited (transaction advisor to JMRC for this Contract). Success Fee shall be 1% of Net Present Value (NPV) of minimum assured Lease Rent to be paid by Lessee to JMRC for the entire Lease Period of 30 Years (after factoring 6% annual escalation in Lease Rent upto 30 Years only). The discounting rate for calculating NPV shall be @ 15% for initial Lease Period of 30 Years and the extendable period shall be ignored.

30. Preliminary and Final Development Plan

- 30.1. Lessee, within 30 days of signing of Agreement, shall submit Preliminary Development Plan of its proposed commercial venture at the Commercial/Leased Space.
- 30.2. In the Preliminary Development Plan, the Lessee shall inter-alia, submit details as to development of Leased Space, their sizes and type of activity planned out there along with necessary and relevant details like drawing, maps & 3D view, photographs, electrical plan & fitting works, sewerage plan, water supply plan, plumbing plan, fire system plan, earthing plan, plan, drawings & details of internal partitions, plastering, false ceiling, toilet, pantry, etc. Lessee is expected to use innovative methods of development of Leased Space for commercial use.
- 30.3. Preliminary Development Plan shall be discussed first internally within JMRC and then with the Lessee. JMRC shall not unnecessarily interfere in the Preliminary Development Plan of the Lessee. JMRC shall have the right to approve the Lessee's Preliminary Development Plan with such changes, as it may find necessary from aesthetics & passenger safety point of view, after discussions with the Lessee and compliance of all such changes and modifications in the Preliminary Development Plan as suggested by JMRC shall be mandatory for the Lessee. Lessee shall submit Final Development Plan with all the details, maps & 3D views, to JMRC within 15 days from JMRC's communication requiring modifications.
- 30.4. JMRC shall issue Notice to Proceed (NTP) to Lessee upon approval of Final development Plan, date of which shall not be beyond 60 days of signing of Agreement.
- 30.5. In case the Lessee delays submission of Preliminary Development Plan or Final Development Plan within stipulated time for the reason attributable to the Lessee, the rent-free grace period will be reduced by the period of delay in submission of the Plan. In case Lessee fails to submit and/or obtain the approval of Preliminary/Final Development Plan from JMRC upto 60th day of signing of Lease Agreement for the reasons attributable to Lessee, JMRC shall issue Notice to Proceed (NTP) to Lessee on 61st day of signing of Lease Agreement. Issuance of NTP shall not be construed as waiver of submission/ approval of Preliminary and Final Development Plan. Lessee shall not be allowed to undertake any furnishing, finishing and installation works at the Commercial Space without approval of Development Plan.

31. Clearances and Approvals of Competent Authorities

- 31.1. Lessee shall obtain all necessary applicable clearances/ approvals from concerned respective agencies/ competent authorities, at its own cost & expenses and submit their attested copies

to JMRC for record, before operation of the Lease Space. Such clearances/ approvals may include but not limited to the fire safety, electrical safety, food safety, trade license, health & sanitation clearances, pollution control board clearance, weight & measure permissions, etc. as applicable.

- 31.2. Lessee, in any circumstances, shall not operate any commercial venture at the Commercial Space without requisite clearances/ approvals.

32. Compliance to Statutory Obligations

- 32.1. For all purposes, Metro Railways (Operations & Maintenance) Act, 2002 and all Rules made thereunder shall stand applicable at all times on this Contract. Lessee shall familiarize itself and its sub-lessee/ contractors/ staff, etc., for complying with provisions of Metro Railways (Operations & Maintenance) Act, 2002 & rules made their under at all times.
- 32.2. Lessee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and all applicable. Non-compliance with rules / regulations / notices and laws may be treated as breach of Lease Agreement and may lead to cancellation of Lease Agreement and forfeiture of Performance Security Deposit and other payments.
- 32.3. Any type of statutory taxes applicable on this Contract shall be borne by the Lessee and the JMRC shall not make any payment on this account. In case, Lessee 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 Performance Security Deposit (PSD) of Lessee, to the extent of the loss or obligation in monetary terms and Lessee shall reimburse/replenish the PSD to that extent within 30 days of such debit by JMRC.
- 32.4. Obligation for adhering to statutory norms and regulations laid down by any other statutory body of Central/ State Government in connection with the business of Lessee shall be vested in the Lessee. Lessee shall also be required to take, prior approval from all the relevant authorities as per the applicable laws of the land for operation of business. If any fine/ penalty is imposed on JMRC due to non-availability of any such approval(s), the same shall be recovered from the Performance Security Deposit (PSD) of the Lessee and Lessee shall reimburse/replenish the PSD to that extent within 30 days of such debit by JMRC.
- 32.5. Lessee shall strictly comply with provisions of all applicable labour laws including but not limited to Employees' Compensation Act 1923, Payment of Gratuity Act 1972, Employees P.F. and Miscellaneous Provision Act 1952, Maternity Benefit Act 1951, Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Equal Remuneration Act 1979, Payment of Bonus Act 1965, Industrial Disputes Act 1947, Industrial Employment (Standing Orders) Act 1946, Trade Unions Act 1926, Child Labour (Prohibition & Regulation) Act 1986, Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979, Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996, Factories Act 1948. Failure to comply these acts shall attract penalty as per provisions. Lessee shall indemnify JMRC for any loss and damages suffered due to violation of its provision.

DRAFT LEASE AGREEMENT

Leasing of Commercial Space at Railway Station Metro Station (Jaipur Metro)

Between

**Jaipur Metro Rail Corporation Limited, Jaipur
(JMRC/Authority/ Lessor)**

AND

M/s -----

(Lessee)



Contents

1. DEFINITIONS & INTERPRETATIONS.....	65
1.1. Definitions	65
1.2. Interpretation	67
1.3. Measurements and Arithmetic Conventions	69
1.4. Priority of Documents	69
2. GRANT OF LEASE	70
2.1. Grant of Lease	70
2.2. Lease Period	71
2.3. Sub-Leasing/ Sub-Licensing	71
2.4. Lock-in Period	72
3. CONSIDERATION TO JMRC	72
3.1. Consideration	72
3.2. Rent Free Grace Period/ Moratorium Period	73
3.3. Payment of First Quarterly Installment of Lease Rent and Other Applicable Recurring Charges	73
4. LEASE SPACE DEVELOPMENT AND OPERATIONS	74
4.1. Entry to the Commercial/ Lease Space for Work	74
4.2. Use of the Lease Space and Peaceful Possession	74
4.3. Scope of Lease/ License	74
4.4. Lease Space Safety and Security Measures	76
5. RIGHTS AND OBLIGATIONS	77
5.1. Lessee's Responsibilities and Duties	77
5.2. Assignability and Encumbrance	79
6. RESTRICTION AND CHANGES IN LESSEE AND SPECIAL PURPOSE COMPANY (SPC)	79
6.1. Lessee and SPC Company	79
7. INSURANCE	80
7.1. Insurance	80
8. INDEMNITY	80
8.1. Insurance	80
9. FORCE MAJEURE	81
9.1. Force Majeure Event	81
9.2. Notice of Force Majeure Event	82
9.3. Performance of Obligations	82
9.4. Termination due to a Force Majeure Event	83
10. TERM AND TERMINATION	83
10.1. Term	83
10.2. Termination due to Event of Default of Lessee	83
10.3. Termination due to Event of Default of JMRC/Lessor	84
10.4. Termination for Force Majeure	84
10.5. Voluntary Termination by either Party (Exit Clause)	85
10.6. Suspension of Lease	85
10.7. Consequence of Termination of Lease Agreement	85
10.8. Rights of JMRC on Termination	86
10.9. Right to re-market the said Lease Space(s) on Termination	87
11. DISPUTE RESOLUTION	87
11.1. Dispute Resolution	87
11.2. Conciliation	87
11.3. Arbitration	87
11.4. Jurisdiction of Courts	88
12. REPRESENTATIONS AND WARRANTIES, DISCLAIMER	88

12.1. Representations and Warranties of the Lessee	88
12.2. Obligation to notify change.....	89
13. MISCELLANEOUS	89
13.1. Interest and Right of Set Off.....	89
13.2. Governing Law and Jurisdiction.....	89
13.3. Waiver	89
13.4. Survival.....	90
13.5. Amendments	90
13.6. Notices	90
13.7. Severability	91
13.8. No Partnership.....	91
13.9. Language.....	91
13.10.Exclusion of Implied Warranties etc.....	91
13.11.Counterparts	91
13.12.Employees of Lessee	91
13.13.Encroachment	91
13.14.Supplementary Agreement	92
13.15.Registration of Agreement.....	92

[On non-judicial stamp paper of appropriate value to be purchased in the name of the executants]

LEASE AGREEMENT

This Agreement is executed on this the day of 2023 at Jaipur (Rajasthan)

BY AND BETWEEN

Jaipur Metro Rail Corporation Limited, a Govt. of Rajasthan Undertaking, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 2nd Floor, Admin Building, Metro Depot, Bhargu Path, Mansarovar, Jaipur, Rajasthan - 302020 (hereinafter referred to as "the **Authority**" or "**JMRC**" OR "**Lessor**", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **First Part**;

AND

M/s (name, designation and address of the selected Bidder) (hereinafter referred to as the "**Lessee**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **Second Part**.

** In case Selected Bidder is a Consortium Bidder, it shall be required to incorporate Special Purpose Vehicle/Company (SPV/SPC) under the Companies Act, 1956/ 2013 of India. Lease Agreement shall be signed with SPV company ("Lessee") and all members of the Consortium Bidder shall be the confirming party to this Lease Agreement.*

Each of the parties of the **First** and **Second** Part are hereinafter, as the context may admit or require, individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. Jaipur Metro Rail Corporation Limited ("JMRC" or "Authority"), an undertaking of Government of Rajasthan (GoR) is responsible for development and operation of metro rail in Jaipur city of Rajasthan.
- B. One of the objectives of the JMRC as mentioned in its Memorandum of Association (MoA) is "to plan, design, develop, construct, maintain and operate restaurants, refreshment rooms, cafeteria, etc., both stationary and mobile, rest rooms, book stalls, shopping malls & shopping/ office complexes, reading rooms, information centres, tourists centres and the like render all facilities and services incidental to, connected with or relating to Mass Transit and other Urban Transport and People Mover Systems of any kind and description."
- C. Further, as per provisions of the Metro Railways (Operation & Maintenance) Act, 2002, which is applicable in Jaipur, Jaipur Metro administration has powers to develop any Metro Railway land for commercial use and to execute any lease or grant any lease/ license in respect of the property held by it.
- D. In pursuant of the above, JMRC decided to lease out total commercial space of approximate 500.00 Sqm at Railway Station Metro Station (Jaipur Metro) ("**Commercial Space**" or "**Lease Space**") to an entity selected through open transparent competitive bidding process.
- E. For this, JMRC/Authority had invited bid for selection of a Bidder through single stage two-part competitive transparent bidding process for leasing out Commercial Space/ Lease Space at Railway Station Metro Station (Jaipur Metro) through RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023
- F. After evaluation of Bids received in response of the RFP, the Authority accepted the bid of the selected Bidder/Lessee and issued Letter of Award (LoA) vide its letter no. ----- (hereinafter called as the "**LOA**") to the Selected Bidder, requiring, inter alia, the Selected Bidder/Lessee needs to submit Performance Security within 30 days of issuance of LOA.



- G. Following the issue of the LOA, the Contractor having furnished Performance Security for an amount of Rs.in the form of Banker's Cheque or Demand Draft or unconditional and irrevocable bank guarantee from (*name of Bank and Branch*), in favour of Jaipur Metro Rail Corporation Limited (JMRC) drawn at _____ (name of Bank and Branch); payment of success fee in form of Demand Draft of Rs. _____ dated _____ in favour of M/s PDCOR Limited; and payment of first quarterly installment of lease rent and other applicable recurring charges of Rs. _____ vide _____ dated _____; the Authority has agreed for implementation / Performance of the Contract by the Selected Bidder/Lessee on the terms, conditions and covenants hereinafter set forth in this Lease Agreement.
- H. The Selected Bidder/Lessee acknowledges and confirms that it has undertaken a due diligence audit of all aspects of the Contract, legal due diligence, Commercial/ Lease Space, its obligations to undertake the Contract etc., and on the basis of its independent satisfaction hereby agrees to implement the Contract in accordance with the terms & conditions of the Lease Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Lease Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS & INTERPRETATIONS

1.1. Definitions

- 1.1.1. In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

"Agreement" means this Agreement, and includes any amendments, annexures hereto made in accordance with the provisions hereof.

"Applicable Law" means all Acts, Rules and Regulations in force and in effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as ay be in force and effect during the subsistence of this Agreement applicable to the Lease Space and the Parties hereto.

"Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Lease Space during the subsistence of this Agreement.

"Bid/Bid Documents" means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by JMRC to the Bidders, the Bid submitted by the successful Bidder (Lessee) in response to the Bid Notice in accordance with the provisions thereof.

"Commencement Date" means the date of signing of this Agreement.

"Commercial Space" OR "Lease Space" means commercial space of approximate 500.00 Sqm at Railway Station Metro Station (Jaipur Metro) as indicated in Annexure-2 of RFP Document.

"Completion" in relation to the Lease Space shall mean completion of furnishing works and other infrastructure services thereof (in accordance with the applicable byelaws and rules in force and approvals and sanctions received) including utilities & services such as electricity, water supply, sewerage, firefighting, and other common amenities as duly certified by JMRC and other competent authorities.

"Consideration" shall mean and include the payments to be made by the Lessee to the JMRC as provided in Clause-3 of RFP Document.

"Damages" shall mean the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.

"Emergency" means a condition or situation that is likely to endanger the security of the individuals working for the Lease Space or which poses an immediate threat of material damage to any of the facilities in the Lease Space.

"Force Majeure" or "Force Majeure Event" means an act, event, condition or occurrence as specified in Clause 9.

"GCC" means General Conditions of Contract which is available on JMRC's website.

"Governmental Agency" means Central or State Government or any ministry, department, commission, board, authority, instrumentality or agency, under the control of Central or State Government or any other local or municipal bodies or institutions having jurisdiction over all or any part of the Lease Space or the performance of all or any of the services or obligations of the Lessee under or pursuant to this Agreement.

"Good Industry Practice" means the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced services provider and a person engaged in leasing of commercial spaces/business venture and which interalia includes those practices, methods, specifications and standards of engineering, procurement, renovation & upgradation, construction, equipment, safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and prudent Lessee/subcontractor and/or operator, in the implementation, operation and maintenance and supervision of a Contract of the type and size similar to the Contract;

"JMRC" OR "Authority" OR "Lessor" means Jaipur Metro Rail Corporation Limited (JMRC)

"Lease Period" means a period of 30 years starting from 91st day of issue of Notice to Proceed (NTP) in accordance with the terms and conditions set forth in this Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years subject to mutually agreeable terms.

"Material Adverse Effect" means circumstances which may or does (a) render any right vested in a Party by the terms of this Agreement ineffective or (b) adversely affect or restrict or frustrate (i) the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or (ii) the legality, validity, binding nature or enforceability of this Agreement;

"Permits" mean and include all applicable statutory, environmental or regulatory leases, authorization, permits, consents, approvals, registrations and franchises from the relevant authorities;

"Rent Free Grace Period" OR "Moratorium Period" means the period of 90 days from the date of issue of Notice to Proceed (NTP) for carrying out the furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose.

"SHE Manual" means JMRC's safety, Health & Environment (SHE) Manual as available on JMRC's Website.

"Supplementary Agreement" means the agreement between JMRC and Lessee which is supplement to the original Lease Agreement and has resulted out of modification/alternation of existing clause(s) and/or addition of new Clause in Lease Agreement and such modification/addition has been mutually agreed by both parties of the Lease Agreement for the purpose of successful completion of the Contract;

"Tax" means and includes all taxes (including GST as applicable from time to time), fees, cesses, levies including Property Tax, Stamp Duty and registration charges that may be payable by the Lessee under the Applicable Laws to the Government or any of its agencies.

"Termination" means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.

1.2. Interpretation

1.2.1. In this Lease Agreement, unless the context otherwise requires:

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) references to a **"person"** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e) the words **"include"** and **"including"** are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- f) any reference to any period of time shall mean a reference to that according to Indian standard time;
- g) any reference to day shall mean a reference to a calendar day;

- h) reference to a **"business day"** shall be construed as reference to a day (other than a Sunday) on which office of Jaipur Metro Rail Corporation Limited (JMRC) is generally open for business;
- i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- j) references to any date or period shall mean and include such date or period as may be extended pursuant to this Agreement;
- k) any reference to any period commencing **"from"** a specified day or date and **"till"** or **"until"** a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- l) the words importing singular shall include plural and vice versa;
- m) references to any gender shall include the other and the neutral gender;
- n) **"lakh"** means a hundred thousand (100,000) and **"crore"** means ten million (10,000,000);
- o) **"indebtedness"** shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- p) references to the **"winding-up"**, **"dissolution"**, **"insolvency"**, or "reorganisation" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- q) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause (s) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- r) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Authority shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or the Authority, as the case may be, in this behalf and not otherwise;
- s) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- t) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the

contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appear;

- u) the damages payable by Contractor to the Authority, as set forth in this Agreement, whether on per diem basis or otherwise as specified in this Agreement, for loss and damage suffered/to be suffered by the Authority on account of default of the Lessee (the "**Damages**"); and
- v) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended for the reasons specified in the Agreement, such extended time shall also be of the essence.

1.2.2. Unless expressly provided otherwise in this Agreement, during entire Lease Period or extended Lease Period, any documentation required to be provided or furnished by the Lessee to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such documentation with its comments and/or approval, it shall be entitled to retain two copies thereof.

1.2.3. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.

1.3. Measurements and Arithmetic Conventions

1.3.1. All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down except in money calculation which shall be rounded off to nearest rupee.

1.4. Priority of Documents

1.4.1. This Lease Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- a) Metro Railways (Operation & Maintenance) Act 2002 and rules made there under;
- b) this Lease Agreement executed between JMRC and Lessee;
- c) Notice to Proceed (NTP) issued by JMRC;
- d) Letter of Award (LOA) issued by JMRC and accepted by Lessee
- e) Addendum and/ or Corrigendum to the RFP Document, if issued by JMRC
- f) RFP document issued by JMRC
- g) General Condition of Contract (GCC) of JMRC (available on JMRC Website)
- h) SHE Manual of JMRC (available on JMRC Website)

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

In case there is no clause/ provision in the Lease Agreement or other documents mentioned above and such clause is required for effective operation of the Contract,

then related provisions/ clauses of GCC and SHE Manual shall be applicable. GCC and SHE manual is available on JMRC website.

1.4.2. Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- d) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- e) between any value written in numerals and that in words, the latter shall prevail.

2. GRANT OF LEASE

2.1. Grant of Lease

2.1.1. Subject to and in accordance with the terms and conditions set forth in this Agreement, and in particular subject to the due fulfilment of all the obligations assumed towards JMRC by the Lessee, JMRC hereby grants and authorizes the Lessee for the entire Lease Period for the following:

- a) to have uninterrupted access to Lease Space/Commercial Space [of approximate 500.00 Sqm at Railway Station Metro Station (Jaipur Metro)].
- b) to finance, develop, operate, maintain, manage, market, sub-let/ sub-lease/ sub-license the Commercial Space/ Lease Space for development & operation of commercial/business activities (as mentioned in Clause 4.3.2) for the entire Lease Period at its own cost and expenses as per the terms of Lease Agreement.
- c) Pay to the JMRC the Lease Rent and other charges (agreed by JMRC) for lease of Commercial Space for the entire Lease Period as per payment schedule mentioned in this Agreement.

2.1.2. The Lessee shall not be entitled to use or allow the use of the Lease Space, by the Sub-Lessee or any other person, other than the purpose stated in Clause 4.3.2.

2.1.3. JMRC may at its sole discretion, subject to availability and technical feasibility and if the same will not in any manner affect the operation of the other activities of JMRC, provide additional area to the Lessee on terrace/ground floor of the Lease Space for installation of utilities and services such as overhead water tanks, underground water storage tank, Gas bank, air conditioning plants and generators etc. on commercial terms mentioned in this Agreement.

2.1.4. Nothing contained herein, including the act of granting permission to develop the Lease Space and to sub-lease/ sub-license the use of the developed Lease Space or any part thereof shall vest or create any proprietary interest in the Lease Space or any part thereof including any permanent fixtures, fittings, etc. installed in the Lease Space in favour of the Lessee or any Sub-Lessee or any part thereof or any other person claiming through or under the Lessee or Sub-Lessee. The Lessee shall not in any manner sell,

transfer, assign, mortgage, charge, create any lien or otherwise encumber or deal with the Lease Area in any manner except Sub- Lease/sub-license the use of the Lease Area as provided under Clause 2.1.1 above. The Lessee acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement and shall duly bind the Sub-Lessee/sub-licensee to whom any Lease or authorization is given for use of the Lease Space.

2.2. Lease Period

- 2.2.1. Lease granted under the Agreement shall be valid for a period of 30 Years ("**Lease Period**") starting from 91st day of issue of Notice to Proceed (NTP) in accordance with terms and conditions set forth in this RFP document and consequential Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years subject to mutually agreeable terms.
- 2.2.2. Lessee, at least 180 days before expiry of original Lease Period (i. e. 30 Years), shall submit request for extension of Lease Period on the same terms & conditions. In case Lessee is not interested in extension of Lease Period, then also Lessee shall convey its intention for not extending the Lease Period so that Authority can initiate fresh process of leasing the Commercial Space.
- 2.2.3. Within 30 days of expiry of original Lease Period or termination before end of Lease Period, as may be applicable, Lessee shall handover the vacant possession of Commercial Space to the Authority in its original condition (except normal wear and tear) as provided by JMRC at the time of award of Contract after removing all moveable items, furniture, fixtures, panels, equipments, etc. In case of failure of handing over the Commercial Space in its original condition within the stipulated time mentioned above, JMRC reserves the right to seek exemplary damages and compensation from Lessee for removing Lessee's fixtures and other items in Leased Space. JMRC may also confiscate Lessee's assets at Leased Space or sale of such assets/ items to recover damages/ penalty in case Lessee does not remove such items within the stipulated time.

2.3. Sub-Leasing/ Sub-Licensing

- 2.3.1. Lessee shall have the right to use the Lease Space for its business/ commercial venture as specified in Clause 4.3.2 or can sub-lease/ license full or part of the Commercial Space to another end user ("**Sub-Lessee/ Sub-Licensee**"). However, Sub-Lessee/Sub-Licensee shall not be allowed to further sublet/sub lease/ sub license any part of Commercial Space.
- 2.3.2. Duration of any sub-leasing/ sub licensing of Commercial Space shall not be more than Lease Period. Sub-leasing/ sub-licensing of any part of Commercial Space shall be terminated simultaneously with the termination of Lease Agreement.
- 2.3.3. For JMRC/ Authority, only Lessee shall be the only point of contact/ party to the Lease Agreement for all the matters relating to leasing of the Commercial Space. However, sub-lessee/ sub-licensee shall be required adhere with all terms of the consequential Lease Agreement to be signed between Authority and the Lessee.
- 2.3.4. Within 30 days of sub-leasing of any part of Commercial Space, Lessee shall be required to inform the Authority about sub-leasing in the specified format (to be provided by JMRC).

2.4. Lock-in Period

- 2.4.1. There will be initial lock-in period of 2 years from the date of issuance of Notice to Proceed (NTP). Vacation of Commercial Space before expiry of initial lock-in period of 2 years shall be treated as Lessee's event of default and termination proceeding shall be initiated accordingly.
- 2.4.2. In case Lessee intends to vacate the Lease Space immediately on completion of lock-in period of 2 years, then it shall give a notice of termination of at least 180 days before expiry of initial lock-in Period and deposit of all due/ pending payment to JMRC along with notice of termination.
- 2.4.3. After 2 years of lock-in period, Lessee shall have option to exit from Lease Agreement after giving of notice of at least 180 days and payment of all due to JMRC.

3. CONSIDERATION TO JMRC

3.1. Consideration

- 3.1.1. In consideration of the rights, privileges and interests granted by JMRC to the Lessee in terms of this Agreement, the Lessee shall pay the following amounts to JMRC in addition to the due performance of all other obligations, responsibilities and liabilities assumed by the Lessee under this Agreement:
- i. **Lease Rent:** Lease Rent of Rs. (Per Month Per Sqm Lease Rent approved by JMRC X Lease Area i.e. approximate 500.00 Sqm + applicable GST or any other tax, surcharge which shall be paid by Lessee on quarterly basis in advance, to JMRC, latest by 25th of the preceding month of applicable quarter without waiting for formal invoice from JMRC. For example, Lease Rent of April to June quarter shall be payable latest by 25th March. Lease Rate shall be escalated annually @ 6% on compounding basis.
 - ii. **Other Recurring Charges:** Other recurring charges as per annexure-1 to RFP document (approved recurring charges for providing additional space for non-commercial activities, if any e.g. water storage tank, transformer, AC chilling plant, etc.) + applicable GST or any other tax, surcharge which shall be paid by Lessee on quarterly basis in advance, to JMRC, latest by 25th of the preceding month of applicable quarter without waiting for formal invoice from JMRC. For example, Lease Rent of April to June quarter shall be payable latest by 25th March. Lease Rate shall be escalated annually @ 6% on compounding basis.
- 3.1.2. For quarterly payments, Lessee shall follow standard calendar quarters only i.e. April – June, July – Sept, Oct – Dec and Jan – March. Lease Rent and other applicable recurring charges (if any) to be paid for first or second quarters shall be adjusted/calculated on pro-rata basis in a manner that next billing can be done on standard calendar quarterly basis.
- 3.1.3. In case of delay in payment of Lease Rental and other applicable recurring charges, Lessee shall be required to pay interest @ 0.5% per month (be calculated on the outstanding amount) for delay upto 15 days and @ 1% per month for entire period in case of delay of more than 15 days.
- 3.1.4. In case payment is not made even after 30 days of due date then Lessee shall be issued a notice to clear all outstanding with applicable interest within 15 days of issue of such notice. In the event of failure to clear all the dues with interest within the given 15 days,

Lessee shall not be allowed to undertake any commercial activity till the time deposit of all pending dues. In case Lessee's failure to clear all dues persist for more than 60 days of due date, then Authority shall be entitled to issue termination notice to Lessee.

- 3.1.5. Any representation or any request by the Lessee shall only be entertained if the Lessee deposits 100% dues as per issue/ demand with applicable interest.
- 3.1.6. In no case payments shall be allowed to remain outstanding for a maximum period of three months. If any stage, the dues remain outstanding for the period of more than three months, the Lease Agreement may be terminated with a notice effective with immediate effect.
- 3.1.7. In case of payment of Lease rent and other charges electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC within 2 days of making such payment(s) for reconciliation purpose(s).
- 3.1.8. The responsibility of payment of all utility bills including electricity supply, water supply bills and any other supply bills of Lease Space to the respective authority and adhering with the concerned rules/act shall rest with Lessee. JMRC shall not be responsible in any manner for lapses of payment on part of the Lessee.

3.2. Rent Free Grace Period/ Moratorium Period

- 3.2.1. For carrying out furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose, Lessee shall be permitted for rent free grace period of 90 days commencing from the date of issue of Notice to Proceed (NTP). (referred as "Rent-Free Grace Period" OR "Moratorium Period").
- 3.2.2. Applicability of Lease Rent and other recurring charges (if any) shall be after completion of Rent-Free Grace Period/ Moratorium Period only subject to payment of first quarterly instalment of Lease Rent and other recurring expenses (if any) by Lessee to JMRC before signing of Lease Agreement for 1st quarter after completion of Rent Free Grace Period.
- 3.2.3. There shall be no relaxation in chargeability of Lease Rent and other recurring expenses (if any) after expiry of Rent Free Grace Period/ Moratorium Period, even if more time is required by Lessee to complete the furnishing, fabrication and installation works.
- 3.2.4. In case Lessee completes all furnishing, fabrication and installation works and commences commercial operations even before expiry of Rent Free Grace Period/ Moratorium Period, then also chargeability of Lease Rent and other recurring expenses shall be after expiry of Rent Free Grace Period only.

3.3. Payment of First Quarterly Installment of Lease Rent and Other Applicable Recurring Charges

- 3.3.1. Lessee, within 25 days of issue of LOA and before signing of Lease Agreement, shall deposit first quarterly instalment of Lease Rent i.e. amount equivalent to 3 months approved Lease Rent and other recurring charges (if any) to JMRC for first quarter, period of which shall start after completion of Rent-Free Grace Period/ Moratorium Period of 90 days.
- 3.3.2. For example, if Notice to Proceed (NTP) is issued on April 01, then April 01 to June 29 will be Rent Free Grace Period for which no Lease Rent shall be applicable and the First Quarterly Instalment of Lease Rent paid before signing of Lease Agreement shall be for the period of June 30 to September 29.

4. LEASE SPACE DEVELOPMENT AND OPERATIONS

4.1. Entry to the Commercial/ Lease Space for Work

- 4.1.1. JMRC shall allow the Lessee access to the Commercial/ Lease Space for undertaking the Contract immediately from the date of execution of the Lease Agreement. In case such access to the Lessee gets delayed for Force Majeure or for reasons solely attributable to JMRC with no contributory factor on the part of the Lessee, the start date of the Lease Period shall be proportionately extended.
- 4.1.2. In the event that Force Majeure prevents access of the Lessee to the Commercial Space and the same continues for period of more than 180 days as envisaged in Clause 4.1.1 above, either JMRC or the Lessee shall be entitled to terminate this Agreement. In such event, JMRC shall return the Performance Security to Lessee. There shall be no further liability or obligation of either party towards the other in case the Agreement is terminated in terms of this Clause.

4.2. Use of the Lease Space and Peaceful Possession

- 4.2.1. Lessee, subject to complying with the terms and conditions of this Agreement, shall be entitled to use the Lease Space(s) during the Lease Period in accordance with the terms of this Agreement and limited for the purposes mentioned in Clause 2 above. The Lessee shall not use the Lease Space(s) for any other purpose except for the Purpose as mentioned in this Agreement.
- 4.2.2. Lessee shall confine its operations to the Lease Space only. Lessee shall take all necessary precautions to keep persons and equipment within such areas, and to keep and prohibit them from encroaching, damaging or degrading or affecting adversely the Commercial Space or otherwise cause any inconvenience to the passengers, visitors, employees, representatives and agents of the JMRC.
- 4.2.3. Lessee acknowledges and accepts that the its commercial activities at Lease Space are subservient to the operations of JMRC and is to serve the interest of the commuters and accordingly the Lessee hereby agrees and undertakes to ensure that its commercial activities as well as those of its Sub-Lessees or any other person acting under or through them, does not cause any inconvenience to commuters and/or disturb/disrupt in any manner or create an impediment for the smooth functioning of the operations of JMRC as also envisaged in the Recitals hereinabove.
- 4.2.4. The Lessee hereby undertakes that it shall, at all times during the Lease Period introduce and observe appropriate measures for safety, security and orderliness on the Lease Space.

4.3. Scope of Lease/ License

- 4.3.1. Lessee shall, at its sole expense and risk, undertake financing, development, operation, maintenance, management, marketing, etc. of the Commercial Space in accordance with the provisions of **Annexure-1 to RFP Document (Scope of Lease)** and Lease Agreement.
- 4.3.2. Activities allowed in the leased premise shall be governed by the extent provisions of local building byelaws or any activities permitted by the local authority under the administrative jurisdiction. Indicative nature of the activities and facilities that are allowed at the Lease Space are as under:

- Multi-product large format retail store/ supermarket/ hypermarket
- Shopping complex/ shopping mall
- Retail Store/ Apparel Store
- Large sports store
- Fitness cum Health Club
- Educational Institution/ Coaching Institute
- Food Court, Restaurant & Bar
- Office space
- Showroom for consumer goods like garments, electronics/ electrical items, general utilities, etc.
- Dormitory/ Retiring Room
- Any other component as approved by JMRC

4.3.3. Following activities shall be prohibited in Lease Space:

- Tobacco products & betel (Pan), etc.
- Firearms, firecrackers, hazardous and explosive chemicals, gases & pesticides
- Petrol & other inflammable products
- Kerosene/Gas/coal-based cooking shall be prohibited. Gas-based cooking may be allowed with the condition of having Gas bank at ground floor subject to approval and technical feasibility include Fire NOC from Chief Fire Officer (CFO), Jaipur Nagar Nigam for provision of Gas-based cooking at any floor (not at all allowed on rooftop) of the Metro building with provision of Gas bank at ground floor only.
- Any product/ service the sale of which is unlawful/ illegal or demand or restricted for sale under any Indian act or legislation
- Any other product/ services as notified by JMRC in the public interest or due to security/ safety reasons.

4.3.4. Lessee may use or allow the use of the Lease Space for other activities which are not envisaged in Clause 4.3.2 above, only after taking prior written approval of JMRC.

4.3.5. Lessee shall carry out the designing and development of the Lease Space in strict compliance with all applicable laws, in particular, applicable building codes and standards and good industry practice, which shall not in any manner endanger the commuters or the Commercial Space/Lease Space.

4.3.6. Subject to terms of this Agreement and approval of the JMRC, the Lessee shall be free to design the layout plan and undertake the subdivision and partitioning works (with prior approval of JMRC), interior design works along with utilities like power supply, water supply, toilets, drainage, firefighting, and telecommunications. Provided that, (a) the Lessee, the Sub-Lessee/ Sub-Licensee and their representatives, agents and other persons undertaking works shall duly adhere to the provisions of all Applicable Laws including and in particular the prevalent building bye-laws of the place where the Lease Space(s) is located and specified guidelines /requirements of other competent authorities; (b) the facilities and works being undertaken or installed shall not in any

manner affect, hinder or interfere with the free movement of the passengers, JMRC's staff agents and representatives and visitors; (c) the width of passage and common area for movement of persons in the Lease Area shall be kept as per prevalent building byelaws; (d) no material shall be stored or kept outside the Lease Space or in the common area meant for movement of persons; (e) no surplus construction machinery and materials, including hazardous materials and wastes shall be left at any place in the Lease Space(s) or the station.

- 4.3.7. Before applying to any other competent authority for sanction of the scheme/ Lease Space layout, the Lessee is required to primarily obtain JMRC's written approval on its proposed drawings and specifications with due consideration of accessibility for maintenance of existing utilities i.e. water supply, power supply, firefighting, tele communication, bearing etc. to ensure that the proposed developments do not conflict with the JMRC's activities and functional requirements, structural aspects, utilities and all traffic movement requirements. It is agreed that JMRC shall not unreasonably interfere with the internal layout of the complex proposed by the Lessee. In case JMRC is not satisfied and raises any objections, the Lessee shall be required to appropriately amend/modify their scheme / Lease Space layout within a reasonable time frame and seek JMRC's approval on the same. The Lessee shall approach any other competent authority for sanction of the design etc. only after receiving the written approval of JMRC. The Lessee shall use only standard materials including but not restricted to electrical materials as per standards prevalent in JMRC (available on its website).
- 4.3.8. Lessee shall be solely responsible and liable for development of the Lease Space and implementation of the scheme/Lease Space layout. JMRC shall not be responsible in any manner whatsoever to either the Lessee or its contractors or agents and Sub-Lessee for any default or failure by the Lessee to comply with statutory requirements, design and construction as per the Applicable Laws in particular building codes and good industry practice, observance of safety and security measures at Lease Space(s) etc.
- 4.3.9. Lessee shall ensure that no structural damage is caused to the existing buildings and other permanent structures in the surrounding area and on site as a result of its activities or any of its agents, contractors, tenants, etc.

4.4. Lease Space Safety and Security Measures

- 4.4.1. Within 30 days from the date of this Agreement the Lessee shall provide to JMRC details of its safety plan, site logistic plan, list of contractors & consultants, material movement route, debris yard, location and procedures for the works to be undertaken at the Lease Area. Lessee shall comply with all safety regulations applicable, in its design, access arrangements and operations on Lease Space. Unless otherwise stated in this Lease Agreement, the Lessee shall, from the commencement of work in the Lease Space until the expiration of this Lease Agreement, provide fencing, lighting, guarding and watching of the works and facilities. Lessee shall be responsible for the operation of machinery and any other work and shall take all precautions to ensure safety of the staff, labours and commuters.
- 4.4.2. Lessee shall be responsible for procurement, transport, receiving, unloading and safe keeping of all plant and machinery, equipment, materials and other things required for the operation and maintenance of the facilities at its own cost and shall indemnify and keep JMRC indemnified against any third party claims or loss or damage in respect of the same.

5. RIGHTS AND OBLIGATIONS

5.1. Lessee's Responsibilities and Duties

5.1.1. In addition to and without prejudice to other obligations under this Agreement, the Lessee's Responsibilities and Duties shall include the following:

- a) to obtain Applicable Permits, necessary approvals, clearances and sanctions from the competent authorities for building plans, infrastructure facilities including power, water supply, drainage & sewerage, firefighting, telecommunication, etc. after approval of development plan by JMRC
- b) to comply and observe at all times with all Applicable Permits, approvals and Applicable Laws in the performance of its obligations under this Agreement including those being performed by any of its contractors/sub-Lessees/sub-licensee
- c) to operate and maintain the Lease Space at all times in conformity with this Agreement and Applicable Laws.
- d) to be responsible for safety, soundness and durability of the Lease Space including other structures forming part thereof and their compliance with the local building byelaws.
- e) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of their agents, contractors, sub-Lessees/sub-licensees etc.
- f) to ensure at all times that the said development within the Lease Space is neither an impediment for smooth flow of traffic nor a cause of inconvenience and safety hazard for the station structure and commuters.
- g) to take all reasonable steps to protect the environment (both on and off the Lease Space and to limit damage and nuisance to people and property resulting from development and operations, within guidelines specified as per Applicable Laws and Applicable Permits.
- h) to duly supervise, monitor and control the activities of contractors/sub-Lessees/sub-licensee under their respective agreements as may be necessary.
- i) to make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Lessee's obligations under this Agreement.
- j) to obtain and maintain in force all insurance in accordance with the provisions of this Agreement and Good Industry Practice and furnish copies of the same to JMRC within 30 days of signing of Lease Agreement.
- k) to take all reasonable precautions for the prevention of accidents on or about the Lease Space and provide all reasonable assistance and emergency medical aid to accident victims and indemnify JMRC in case any accident against any penalty/claim/ expenses/ cost of the person or property.
- l) not to permit any contractor or sub-Lessee/sub-licensee or other person, claiming through or under the Lessee, to create or place any encumbrance or security interest over all or any part of Lease Space or any rights of the Lessee therein or under this Agreement.

- m) to ensure that such Lease Space remains free from all encroachments, encumbrances and trespass during the entire Lease Period.
- n) during execution of works, to keep the Lease Space(s) free from all unnecessary obstruction, and store the equipment or surplus materials dispose of such equipment or surplus materials in a manner that causes no inconvenience to the commuters or otherwise to JMRC's any other activities.
- o) within 30 days of the completion of furnishing works, to remove from the Lease Space all surplus machinery and materials, including, without limitation, hazardous materials and wastes, and keep the Lease Space in a neat and clean condition, and in conformity with the terms of this Agreement and Applicable Laws; except that the Lessee shall be entitled to retain on any Lease Space, until the expiry of the Lease Period, such equipment, materials and temporary works as required by it for the purpose of fulfilling its obligations under this Lease Agreement in respect of operation and maintenance of the Lease Space for the purpose as approved in the Final Development Plan
- p) on expiry of Lease Period/extended Lease Period, within a maximum period of 30 days, to leave the Leased Area in its original condition (except normal wear and tear). Provided that if the Lessee fails to clear the Lease Space and the facilities therein, JMRC may invoke the Performance Security, and get the Lease Space cleaned at the cost of Lessee.
- q) at all times, to afford access to the Lease Space to the authorised representatives of JMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the Lease Space, to inspect the Lease Space and to investigate any matter within their authority and upon reasonable notice.
- r) Lessee shall comply with all application statutes, ordinances, rules and regulations of central, state government, municipal bodies, and all applicable laws with strict adherence.
- s) to compulsorily register the Lease Agreement under the applicable law and bear all fee/ charges/ stamp duty applicable to Lease Agreement.

5.1.2. Lessee shall be solely responsible to JMRC for observance of all the provisions of this Lease Agreement on behalf of its employees and representatives and further on behalf of the sub-Lessees/sub-licensees, their employees and agents and any person acting under or for and on behalf of the Lessee or the sub-Lessees/sub-licensees; as if they were the acts or defaults of the Lessee.

5.1.3. Lessee shall be liable for and shall indemnify, protect, defend and hold harmless JMRC, JMRC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments including third party claims arising out of the failure of the Lessee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits and provisions of RFP Document and Lease Agreement.

5.1.4. Lessee shall acknowledge and recognize that time is the essence of this Agreement and that the performance of its obligations shall be construed accordingly.

5.2. Assignability and Encumbrance

- 5.2.1. Except for the sub-leasing the use of the Lease Space as per the terms of this Agreement, the Lessee shall not assign any of its rights, or interest in this Agreement in favour of any entity/person(s) at any time and for any reasons whatsoever.
- 5.2.2. Under no circumstance, shall the Lease Space including the facilities, constructions or installations therein, be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including Lenders/ Financial Institution(s)/ Banks.
- Subject to prior written permission from JMRC, the Lessee can assign its rights under this Lease Agreement to a Special Purpose Company/Vehicle established for implementation of the Contract provided that the Lessee shall hold minimum 51% share capital of the Special Purpose Company/ Vehicle and be responsible for performance of all obligations under the Lease agreement.
- 5.2.3. That no tenancy/ sub-tenancy is being created by Lessor in favour of Lessee under or in pursuance of this Lease Agreement and it is distinctly and clearly understood, agreed and declared by and between the Parties hereto that:
- i. except to carry out the activities permitted over the Lease Space under this Agreement, the Lessee shall not have or claim any right or interest in the said Lease Space as a tenant/sub-tenant or otherwise.
 - ii. no right as a tenant/sub-tenant or otherwise is purported or is intended to be created or transferred by Lessor in favour of Lessee or in respect of the Lease Space.
 - iii. the rights, which the Lessee shall have in relation to the Lease Space, are only those set out in this Lease Agreement.
- 5.2.4. Lessee shall not be allowed to monetize the Lease Space, facilities, constructions or installation therein, through Real Estate Investment Trust (REITs)/ Infrastructure Investment Trust/ etc.

6. RESTRICTION AND CHANGES IN LESSEE AND SPECIAL PURPOSE COMPANY (SPC)

6.1. Lessee and SPC Company

- 6.1.1. In case the Lessee is an Special Purpose Company (SPC) incorporated as per the requirements of the RFP, the members of Consortium/ JV shall be required to maintain 100% of the equity of the SPC throughout the subsistence of the Lease Agreement.
- 6.1.2. Members of Consortium of the SPC shall be responsible and liable jointly and severally, for due performance of all the obligations and responsibilities assumed by the SPC under this Agreement.
- 6.1.3. Lead Member shall hold not less than 51% of the equity of the SPC during the subsistence of the Lease Agreement and that each member of the Consortium shall hold at least 20% of such Equity during the subsistence of the Lease Agreement. Replacement of the Lead Member shall not be allowed at any time during the subsistence of the Lease Agreement without prior approval of JMRC. Any deviation from the above shareholding structure shall expressly be with the prior written consent of JMRC. Further, any change proposed in the equity shareholding pattern of the

Consortium in the Special Purpose Company during the Lease Period, within the prescribed limits shall be subject to prior permission of JMRC.

7. INSURANCE

7.1. Insurance

- 7.1.1. Lessee shall, at its cost and expense, purchase and maintain during the Lease Period insurance to cover against:
- (a) Loss, damage or destruction of the Leased Area, at replacement value;
 - (b) The Lessee's general liability arising out of this Agreement;
 - (c) Liability to third parties;
 - (d) The risks that may devolve on JMRC as a consequence of any act of negligence or omission by the Lessee, Sub-Lessee or their employees, agents, contractors etc.; and
- 7.1.2. Any other insurance that may be necessary under and in accordance with the financing documents, Applicable Laws to protect the Lessee and its employees, including all Force Majeure Events that are insurable, and not otherwise covered in items above.
- 7.1.3. The aggregate of the maximum sums insured under the insurance taken out by the Lessee pursuant to this Article 7 are herein referred to as the "Insurance Cover".
- 7.1.4. Lessee shall, immediately upon obtaining any insurance policy as per the requirement of this Agreement, provide to JMRC copies or appropriate endorsements, certifications or other satisfactory evidence of insurance including copies of all premium payment receipts or renewals of all such insurance policies.
- 7.1.5. Lessee shall be required to maintain insurance cover for the entire term of Lease Period or extended Lease Period.
- 7.1.6. If at any point of time the Lessee fails to maintain in force and effect any or all of the insurance policies required under this Agreement, JMRC may, at its option, purchase and maintain such insurance at the cost and expense of the Lessee. All sums incurred by JMRC thereon shall be reimbursed by the Lessee forthwith on demand, failing which the same shall be recovered by the JMRC from Performance Security of the Lessee.
- 7.1.7. In the event of default i.e. failure of the Lessee to maintain the Insurance Cover, the Lessee agrees and undertakes to indemnify and hold the JMRC harmless against any and all liabilities, losses, damages, claims, expenses suffered by the JMRC.

8. INDEMNITY

8.1. Insurance

- 8.1.1. Lessee hereby undertakes to indemnify, defend, save and hold harmless the JMRC/ Lessor and its officers, servants, agents, (hereinafter referred to as the "**Lessor Indemnified Persons**") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Lessee of any of its obligations under this Agreement or any related agreement or Applicable Laws or from any negligence of the Lessee under contract or tort or on any other ground whatsoever.

- 8.1.2. Lessee hereby undertakes to indemnify and hold Lessor Indemnified Persons harmless against all costs, damages, liabilities, expenses arising out of any third party claims including sub-Lessee/sub-licensee, relating to non-completion of the furnishing activities; quality of the furnishing activities, the activities related to development and operations of the Lease Space.
- 8.1.3. Lessee hereby undertakes to indemnify JMRC/Lessor Indemnified Persons against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 8.1.4. Lessee hereby indemnifies Lessor Indemnified Persons against any loss or damage to Project Site or otherwise for any act and omission of the Sub-Lessee including for breach of sub-Lease Agreement or any Applicable Law by Sub-Lessee as the case may be.
- 8.1.5. Lessee hereby undertakes that Lessor Indemnified Persons shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Lessee or sub-Lessee/sub-licensee or any of its contractors/ sub-contractors. Lessee shall indemnify and keep indemnified Lessor Indemnified Persons against all such damages and compensation, all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 8.1.6. Lessee shall indemnify JMRC from/ against any claims made or damages suffered by JMRC by reason of any default on the part of the Lessee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which spaces are located.
- 8.1.7. Lessee shall protect, defend, hold JMRC harmless and indemnified against any legal, quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity solely on account of failure of the Lessee/sub-lessee/sub-licensee or their nominee in the discharge of the obligations.
- 8.1.8. The provisions of this Clause shall survive Termination.

9. FORCE MAJEURE

9.1. Force Majeure Event

- 9.1.1. Any of the following events (beyond the control of parties) which has materially impaired the performance of this Agreement shall constitute a Force Majeure Event:
- a) Earthquake, flood, inundation, landslide;
 - b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
 - c) Fire caused by reasons not attributable to the Lessee;
 - d) Acts of terrorism;
 - e) War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
 - f) Any other similar act / things beyond the control of the Parties.

9.2. Notice of Force Majeure Event

9.2.1. As soon as practicable and in any case within 3 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (the "Affected Party") shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:

- a) The nature and extent of the Force Majeure Event;
- b) The estimated period for which the Force Majeure Event is expected to last;
- c) The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- d) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- e) Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

9.3. Performance of Obligations

9.3.1. The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a) Due notice of the Force Majeure Event has been given to the other party as required by the preceding Clause 9.2;
- b) The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c) There shall be no Termination of this Agreement due to Force Majeure Event except as provided in Clause 9.4;
- d) Where the Lessee is the Affected Party, the various deadlines set forth in this Agreement and the Lease Period shall be extended by the period for which such Force Majeure Event shall subsist.
- e) Where the Lessee is the Affected Party, it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the facilities in the Lease Space as a result of the Force Majeure Event and to restore the facilities in the Lease Space, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- f) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- g) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- h) Any insurance proceeds received by the Lessee shall be entirely applied to payment of all dues to JMRC first and then repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by JMRC.

9.4. Termination due to a Force Majeure Event

- 9.4.1. In case a Force Majeure Event subsists for a period of 180 days or more within a continuous period of 365 days, either Party may in its sole discretion terminate this Agreement by giving 30 days prior Termination Notice in writing to the other Party without being liable in any manner whatsoever.

10. TERM AND TERMINATION

10.1. Term

- 10.1.1. This Agreement shall continue to operate and be binding on the Parties from the date of signing of Lease Agreement and uptill expiry of Lease Period/ extended Lease Period/ termination before end of Lease Period in accordance with the provisions of this Lease Agreement.

10.2. Termination due to Event of Default of Lessee

- 10.2.1. JMRC, in its sole discretion, may terminate this Agreement due to any of the following events of default by the Lessee (hereinafter called the "**Lessee Event of Default**"):
- a) Lessee has failed to perform or discharge any of its obligations including registration of lease agreement within 60 days of signing of Lease Agreement or any amendment to lease agreement as per clause 13.15 of this agreement, in accordance with the provisions of this Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to JMRC without any contributory factor of the Lessee;
 - b) If at any time during the Lease Period, any payment including Lease Rent and other applicable recurring charges, assessment, charge, lien, penalty or damage herein specified to be paid by the Lessee to JMRC, or any part thereof, shall be in arrears and unpaid for a continuous period of 60 days;
 - c) Lessee fails to commence the commercial/business operations at the Lease Space within maximum period of 180 days from the date of issuance of Notice to Proceed (NTP) to Lessee unless such failure is due to a Force Majeure Event(s)
 - d) Material Breach by the Lessee and such breach is not remedied within 60 days of receipt of written notice from JMRC specifying such breach and require the Lessee to remedy the same
 - e) A material failure by the Lessee of its Sub-lessee or its employees or agents or contractor(s) to develop, operate, maintain and manage the Commercial/Lease Space in accordance with the terms and conditions of the Lease Agreement.
 - f) Lessee has failed to submit renewed Performance Security and such failure is extended for period more than 60 days unless extended by JMRC
 - g) Any representation made or warranties given by the Lessee under this Agreement is found to be false or misleading;
 - h) Lessee has engaged or knowingly has allowed any of its employees, sub-Lessee/Sub-licensee, agents, contractor or representative to engage in any activity prohibited by JMRC/ law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement;

- i) Lessee has been adjudged as bankrupt or become insolvent;
- j) Lessee has created any encumbrance, charges or lien in favour of any person or agency, over the Lease Space, save and except as otherwise expressly permitted under this Agreement;
- k) A resolution for voluntary winding up has been passed by the shareholders of the Lessee;
- l) Any petition for winding up of the Lessee has been admitted and liquidator or provisional liquidator has been appointed or the Lessee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of JMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Lessee under this Agreement;
- m) Abandonment of Commercial Space by Lessee and such abandonment continues for a period of 30 days without any intimation to JMRC
- n) Shareholding pattern of the SPC (being the Lessee) has been changed without obtaining prior written consent of JMRC;
- o) Any other activity/ event which is forbidden under this Agreement and considered as event of default of Lessee.

10.2.2. In the event of default under clauses 10.2.1 above the JMRC shall be entitled to terminate this Agreement at any point of time by giving 30 days notice period or extended period (in its sole discretion) to the Lessee.

10.2.3. All such sub-lease/sub-license agreements shall also stand terminated once this Agreement is terminated.

10.3. Termination due to Event of Default of JMRC/Lessor

10.3.1. Lessee, in its sole discretion, may terminate this Agreement due to any of the following events of default by the JMRC/Lessor (hereinafter called the "JMRC Event of Default"):

- a) Any defect in the JMRC's title to and ownership and possession of the Commercial/ Lease Space which has a Material Adverse Effect on the implementation/ performance of the Contract and such defect is not remedied within 60 days of receipt of written notice from the Lessee.
- b) Any representation made or warranties given by the JMRC under the Lease Agreement is found to be false or misleading.

10.3.2. In the event of default under clauses 10.3.1 above the Lessee shall be entitled to terminate this Agreement at any point of time by giving 30 days notice period or extended period (in its sole discretion) to the JMRC.

10.4. Termination for Force Majeure

10.4.1. The Agreement may be terminated for Force Majeure reasons as specified in Clause 9.

10.5. Voluntary Termination by either Party (Exit Clause)

- 10.5.1. In a normal condition, either of the Party can voluntarily exit from Lease Agreement after expiry of Lock-in Period of 2 Years subject to prior notice of 180 days and no occurrence of Event of Default by either party.

10.6. Suspension of Lease

- 10.6.1. Due to exceptional circumstances beyond the control of JMRC such as war, national calamity (flood, earthquake, etc.) extreme law and order problem etc., if the lease is temporarily suspended by JMRC, the JMRC shall convey temporary suspension of the lease in writing to the Lessee for which period, the Lessee shall fully or partially stop its activities as advised by the Corporation. Further no Lease Rent and other recurring charges (if any) shall be payable during the period of suspension of lease on behalf of JMRC. Payment of utility bills of Lease Space and payment to any third party, payment of taxes to competent authorities shall continue to be paid by Lessee during suspension period.
- 10.6.2. 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 the Lease Agreement.
- 10.6.3. If the lease is suspended by JMRC for a period of more than 180 days, the Lessee may seek termination of contract from JMRC without any obligation on both sides.

10.7. Consequence of Termination of Lease Agreement

- 10.7.1. Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon Termination:
- i. Lessee shall handover the vacant possession of Commercial Space to the Authority and in its original condition as provided by JMRC at the time of award of Contract after removing all moveable items, furniture, fixtures, panels, equipments, etc. In case of failure of handing over the Commercial Space within the stipulated time mentioned above OR in its original condition, JMRC reserves the right to seek exemplary damages and compensation from Lessee.
 - ii. Lessee or sub-Lessee/sub-licensee shall cease to have any access to the Lease Space.
 - iii. Lessee shall surrender all its rights on the Lease Space. Lessee shall transfer all its rights and interest in or over the assets comprised in the Lease Space which are required to be transferred to JMRC in accordance with this Agreement and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
 - iv. Lease Space shall have been renewed and cured of all defects and deficiencies as necessary so that the Lease Space is in accordance with the specifications & standards as per the terms of this Agreement and within the timelines as specified by JMRC.
- 10.7.2. It is hereby agreed between the Parties that the Lessee or the sub-lessee/sub-licensee or any other person acting through or under them shall ensure the removal of fixtures & furniture shall be done without causing any damage to the structure of the Lease Space.

- 10.7.3. Both Parties shall at least 6 months prior to the expiry of the normal Lease Period or sooner determination as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid consequences of Termination.
- 10.7.4. The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of this Agreement on the Termination in entirety, and unless otherwise provided in this Agreement, the cost involved in transfer contemplated shall be borne by Lessee only.
- 10.7.5. Each Party shall pay the other Party the various payments due as on the date of Termination in accordance with this Agreement as given below:
- i. Termination due to Force Majeure Event(s) OR Voluntary exit from Lease Agreement by either Party after expiry of Lock-in Period of 2 Years and subject to notice of 180 days and no occurrence of Event of Default(s):**
 - Lessee shall make payment of all dues including Lease Rent and other recurring charges, if any and payment of bills of all third parties/agencies associated with the Contract pending till the date of termination, pending till the date of start of Force Majeure or till the date of vacation of subjected property in case of voluntary exit.
 - JMRC shall release/return the Performance Security submitted by Lessee after deduction of any due payable by Lessee to JMRC
 - ii. Termination due to Lessee's Event of Default:**
 - JMRC shall forfeit the Performance Security submitted by Lessee
 - Lessee shall make payment of all dues including Lease Rent and other recurring charges, if any and payment of bills of all third parties/agencies associated with the Contract, pending till the date of termination
 - iii. Termination due to JMRC's Event of Default:**
 - JMRC shall release/return the Performance Security submitted by Lessee after deduction of any due payable by Lessee to JMRC
 - Lessee shall make payment of all dues including Lease Rent and other recurring charges, if any and payment of bills of all third parties/agencies associated with the Contract, pending till the date of termination
- 10.7.6. Upon termination of Lease Agreement due to expiry of Lease Period/ extended Lease Period/ termination before end of Lease Period, the Lessee shall be required to obtain "No Dues" Certificate from JMRC after making payment of pending dues to JMRC.

10.8. Rights of JMRC on Termination

- 10.8.1. Notwithstanding anything contained in this Agreement, JMRC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Lessee and/or Sub-Lessee/Sub-Licensee in connection with the Lease Space.

- 10.8.2. In cases of termination of Lease Agreement due to default of Lessee, JMRC shall have the exclusive rights to cut water supply, electricity, sewerage connection to the Lease Space and also legally enforce the eviction of Lessee from JMRC property.

10.9. Right to re-market the said Lease Space(s) on Termination

- 10.9.1. Notwithstanding anything contained in this Agreement, JMRC shall have exhaustive right to remarket the Lease Space on Termination of this Agreement.

11. DISPUTE RESOLUTION

11.1. Dispute Resolution

- 11.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Lease Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 11.2.

- 11.1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Lease Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

11.2. Conciliation

- 11.2.1. In the event of any Dispute between the Parties, either Party may call upon an officer of the senior rank of the JMRC/Authority (Executive Director/Director) (the "**Conciliator**") to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing conciliation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the next higher authority of JMRC (Managing Director) for amicable settlement, and upon such reference, the said persons shall meet no later than 7 business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 business day period or the Dispute is not amicably settled within 15 business days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 business days of the notice in writing referred to in Clause 11.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 11.3.

11.3. Arbitration

- 11.3.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 11.2, shall be finally decided by reference to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Jaipur, and the language of arbitration proceedings shall be English.
- 11.3.2. The sole arbitrator shall be appointed by JMRC. In the event of disagreement between the Parties, the appointment of arbitrator shall be made in accordance with Arbitration and Conciliation Act, 1996.
- 11.3.3. The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 11 shall be final and binding on the Parties as

from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

11.3.4. Lessee and the Authority agree that an Award may be enforced against the Lessee and/or the Authority, as the case may be, and their respective assets wherever situated.

11.3.5. Lease Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. However, on termination notice or order, JMRC is free to invite fresh bids for leasing the said space. In this case, those terms which are supposed to survive the termination, can only remain in force.

11.4. Jurisdiction of Courts

11.4.1. Where recourse to a Court is to be made in respect of any matter, the court at Jaipur (Rajasthan) shall have the exclusive jurisdiction to try all disputes between the parties.

12. REPRESENTATIONS AND WARRANTIES, DISCLAIMER

12.1. Representations and Warranties of the Lessee

The Lessee (including all members in case Consortium) represents and warrants to JMRC that:

12.1.1. It is duly organized, validly existing and in good standing under the laws of India;

12.1.2. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

12.1.3. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;

12.1.4. It has the financial standing and capacity to undertake the development of LeaseSpace;

12.1.5. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

12.1.6. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Memorandum and Articles of Association of the Lessee or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Lessee is a party or by which Lessee or any of its properties or assets are bound or affected;

12.1.7. There are no actions, suits, proceedings or investigations pending or to the Lessee's knowledge threatened against the Lessee at law or in equity before any Court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Lessee Event of Default or which individually or in the aggregate may result in a Material Adverse Effect;

12.1.8. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;

12.1.9. It has complied with all Applicable Law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

- 12.1.10. No representation or warranty by the Lessee contained herein or in any other document furnished by the Lessee to JMRC or to any government authority in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- 12.1.11. Lessee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that JMRC shall not be liable for the same in any manner whatsoever to the Lessee; and
- 12.1.12. The Lessee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour are being recruited for and on behalf of JMRC. The Lessee shall at all times comply and represent to the staff and labour employed / engaged by them the requirement for complying with Applicable Laws and Applicable Permits, particularly in relation to safety and environmental regulations.
- 12.1.13. There will be no change in composition of Consortium till the commissioning of the Project.

12.2. Obligation to notify change

- 12.2.1. In the event that any of the representations or warranties made/given by the Lessee ceases to be true or stands changed, it shall promptly notify JMRC of the same.

13. MISCELLANEOUS

13.1. Interest and Right of Set Off

- 13.1.1. Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest @ 0.5% per month (to be calculated on outstanding amount) and 1% per month for the entire period in case of delay is more than 15 days. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.
- 13.1.2. Provided that the stipulation regarding interest for delayed payments contained in this Clause 13.1 shall neither be deemed nor construed to authorize any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

13.2. Governing Law and Jurisdiction

- 13.2.1. This Agreement shall be governed by the laws of India. The Courts at Jaipur (Rajasthan) shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

13.3. Waiver

- 13.3.1. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii. shall not affect the validity or enforceability of this Agreement in any manner.

13.3.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

13.4. Survival

13.4.1. Termination of this Agreement (a) shall not relieve the Lessee or JMRC of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

13.5. Amendments

13.5.1. This Agreement and the schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

13.6. Notices

13.6.1. Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and Termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

13.6.2. If to JMRC:

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation Limited (A Govt. of Rajasthan Undertaking)
2nd floor, Admin Building, Metro Depot, Bhriugu Path
Mansarovar, Jaipur (Rajasthan)- 302020
Phone: 0141-2822752; E-mail: edca@jaipurmetrorail.in

13.6.3. If to the Lessee:

.....
.....
.....
.....

Or such address, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any

communication made by facsimile, when transmitted properly addressed to such facsimile number.

13.7. Severability

- 13.7.1. If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable.

13.8. No Partnership

- 13.8.1. Nothing contained in this Agreement shall be construed or interpreted as constituting partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. JMRC is also not a principal employer in regard to the activities of the Lessee or the Sub-Lessee as the case may be.

13.9. Language

- 13.9.1. All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

13.10. Exclusion of Implied Warranties etc.

- 13.10.1. This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

13.11. Counterparts

- 13.11.1. This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

13.12. Employees of Lessee

- 13.12.1. The employees/ staff of the Lessee shall not be deemed or construed to be the employees of the JMRC. The Lessee understands and undertakes that its employees/ staff shall make no claim against the JMRC for any reasons whatsoever. Further, the Lessee also agrees that the JMRC shall not be liable for any accident/ injury or claims of the workers/ employees during the execution of the developmental works under this Agreement and the Lessee hereby indemnifies and undertakes to keep JMRC indemnified in respect of the same.

13.13. Encroachment

- 13.13.1. The Lessee shall have no exclusive rights for using the common areas and restrict its operation to within the Lease Area. The common areas shall not be allowed to be encroached or used for any other purpose and any encroachment of common area shall

be construed as breach of the Lease Agreement inviting action as applicable for breach of the Lease Agreement.

13.14. Supplementary Agreement

- 13.14.1. As a result of modification/alternation of existing clause(s) and/or addition of new Clause in Lease Agreement both Parties (subject to mutual consent on such modification/addition) may enter into another agreement which is supplement to the original Lease Agreement for the purpose of successful completion of the Contract.

13.15. Registration of Agreement

- 13.15.1. Registration of Lease agreement shall be done within 60 days of signing of Agreement under the applicable laws and Lessee shall bear all fee/ charges/ stamp duty applicable to registration of Lease Agreement. Duly registered Lease Agreement and other documents shall be submitted to JMRC for records. Any amendment in the Lease Agreement, if required to be registered, shall also be registered within 60 days from the date of amendment and duly registered documents shall be submitted to JMRC for record. In case the registration of the Lease Agreement /amendment is not done within the 60 days of signing Lease Agreement/ amendment, it shall be treated as "Material Breach of Contract" in terms of Clause 10.2. Licensee/ Lessee shall be given 30 days time to cure the defaults of terms of clause 11.2. In case Lessee fail to remedy the default to the satisfaction of the JMRC within the cure period, JMRC may terminate the Lease agreement after expiry of cure period duly forfeiting the Performance Security/ any other amount paid by Lessee.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS LEASE AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of Jaipur Metro Rail Corporation Limited, Jaipur (Authority/JMRC/Lessor) by: Signature: Name: Designation:	SIGNED, SEALED AND DELIVERED For and on behalf of ----- (name of Lessee) by: Signature: Name: Designation:
In presence of: 1.	2.

Schedule-A: Draft Format of Performance Security

(To be issued by a Scheduled Commercial Bank in India on non-judicial stamp paper of appropriate value as per Rajasthan Stamp Act 1998)

BANK GUARANTEE NO. _____

dated _____

RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023

This Deed of Guarantee made on this day of(month & year) by M/s _____, a financial institution incorporated under the _____ Act and having its registered office at _____ and Corporate office at _____ and Branch/Zonal office at _____ (Name and address of Bank) (hereinafter referred to as "the **Bank**" or "the **Guarantor**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)) of the one part.

In favor of Jaipur Metro Rail Corporation Limited (hereinafter called as "**JMRC**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), having its registered office at 2nd floor, Admin Building, Metro Depot, Bhriku Path, Mansarovar, Jaipur (Rajasthan)- 302020 of the other part;

Whereas JMRC has accepted the Bid of M/s.....(hereinafter referred to as the "**Lessee**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) having its registered office at..... for Leasing of Commercial Space at Railway Station Metro Station (Jaipur Metro).

And Whereas the Lessee under the terms of Lease Agreement is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs._____/ - (Rupees _____ only) as Performance Security and has thus requested the Bank to issue the said Bank Guarantee in favor of the JMRC.

And Whereas, accordingly the Bank has agreed to guarantee to JMRC the obligations of the Lessee under the terms of the Lease Agreement, on the terms and conditions stated herein.

NOW THIS GUARANTEE HEREBY WITNESS:

1. The Bank, as primary obligor, on receipt of a written demand from JMRC, shall pay on the same day to JMRC the aforementioned amount of Security Deposit or part thereof, without demur, reservation, contest, recourse whatsoever and without need for ascribing any reason to the demand and without any reference to the Lessee. Any such demand made by JMRC shall be conclusive, final and binding on the Bank and the Bank shall pay the amount so demanded without demur notwithstanding any dispute/disputes raised by the Lessee in any suit or proceedings pending before any Court, tribunal or arbitrator/s relating thereto and the liability of the Bank under this guarantee shall be absolute and unequivocal.
2. This Guarantee shall be valid upto dd/mm/yyyy (____ years from the date of issuance of LOA) against any dues payable by the Lessee to the JMRC and shall not be revoked by the Bank at any time without JMRC's prior consent in writing. Further the Bank shall be liable to pay the guaranteed amount or part thereof under this guarantee only and only if JMRC serves upon the Bank a written claim or demand on or before dd/mm/yyyy.

3. This Guarantee is unconditional and irrevocable till such time JMRC discharges this guarantee by issuing a letter to the Bank in this behalf.
4. The Bank undertakes to pay the amount mentioned herein as principal debtor and not a surety and the JMRC at its option, shall be entitled to enforce this guarantee during its currency against the Bank, as a principal debtor in the first instance, without proceeding against the Lessee and notwithstanding any security or other guarantee that the JMRC may have in relation to the Lessee's liabilities.
5. The Bank shall not be relieved from its obligations under this Bank Guarantee on account of any variations in the terms and conditions of the Lease Agreement or by extension of time granted to the Lessee or due to any postponement / non-exercise / delayed exercise of any of its rights by JMRC against the Lessee or omission on the part of JMRC or any indulgence by JMRC to the Lessee to give such matter or thing whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank.
6. The expression "Lessee", " Bank" and "JMRC" hereinbefore used shall include their respective successors and assigns. Also the Guarantee shall not be affected by any change in the constitution of the Lessee or of the Bank.
7. Notwithstanding anything contained herein:
 - a) The Bank liability under this bank guarantee shall not exceed Rs.....(as mentioned in the RFP Document.
 - b) This Bank guarantee shall be valid upto dd/mm/yy
 - c) The Bank is liable to pay the guaranteed amount or part thereof only and only if the JMRC serves upon the Bank a written claim or demand on or before dd/mm/yy. (____ years from the date of issuance of LOA)

IN WITNESS WHEREOF I/We of the Bank have signed and sealed this guarantee on the..... day of..... month and year being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of Authorized Bank Official:

Name _____

Designation_____

Stamp/Seal of the Bank: _____

**Retail Mezzanine Space
Chandpole Side
DWG 7 (MM)**

[illegible][illegible][illegible]

JAIPUR METRO RAIL CORPORATION LTD.			
JAIPUR METRO		COMPANY NAME	
METRO RAILWAY		COMPANY TYPE	
STATE	POSTAL CODE	TENGE	
STATE	17300000 RLY BT. Rajast. Sfrs		

