



**Jaipur Metro Rail Corporation Limited**

**BIDDING DOCUMENT**

**For**

**Leasing of Commercial Space at Civil Lines Metro Station - South Side  
Entry/Exit Gate No. 2 (Jaipur Metro)**

**RFP no. F.1 (R-172)/JMRC/DC/REV./2019-20/6266 dated 16.03.2023**

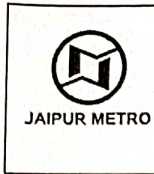
**(UBN - JMR2223SLOB00121)E-bid Id : 2023\_JMRC\_324782\_1)**

**Addendum-1**

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**Jaipur Metro Rail Corporation Limited  
(A Govt. of Rajasthan Undertaking)**

Office: 2<sup>nd</sup> Floor, Wing-A, Admin Building, Metro Depot,  
Brighu Path, Mansarovar, Jaipur-302020



## Jaipur Metro Rail Corporation Limited

(A Govt. of Rajasthan Undertaking)

2<sup>nd</sup> Floor, Admin Building, Metro Depot, Bhrlgu Path, Mansarovar, Jaipur 302020 (Rajasthan)

CIN : U60221RJ2010SGC030630

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No.:- F.1 (R-172)/JMRC/DC/REV./2019-20/562.....dated 04/2023

02 MAY 2023

### Amendments to the Bid

**Leasing of Commercial Space at Civil Lines Metro Station – South Side Entry/Exit Gate No.2  
(Jaipur Metro)**

**RFP NO.-F.1(R-172)/JMRC/DC/REV./2019-20/6266 dated 16.03.2023**

**(UBN – JMR2223SLOB00121)E-bid Id : 2023\_JMRC\_324782\_1)**

The amendments to the above mentioned bid are hereby issued as per **Addendum-1 attached.**

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*[Signature]*



 JAIPUR METRO	<b>Jaipur Metro Rail Corporation Limited</b> (A Govt. of Rajasthan Undertaking) 2 <sup>nd</sup> Floor, Admin Building, Metro Depot, Bhrlgu Path, Mansarovar, Jaipur 302020 (Rajasthan) CIN :U60221RJ2010SGC030630 E-Mailedca@jalpurmetrorail.in;Ph: 0141-2822755
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No.:RFP No. F.1 (R-172)/JMRC/DC/REV./2019-20/.....dated 562 /04/2023

**ADDENDUM – 1**

**02 MAY 2023**

**Leasing of Commercial Space at Civil Lines Metro Station – South Side Entry/Exit Gate No.2 (Jaipur Metro)**

**RFP NO.-F.1(R-172)/JMRC/DC/REV./2019-20/6266 dated 16.03.2023**

**(UBN – JMR2223SLOB00121)E-bid Id : 2023\_JMRC\_324782\_1**

**(SUMMARY SHEET)**

S.N.	Bid Document	Clause reference	In place of	May be read as	Remarks
1	RFP	Clause no. 1.2.6 of RFP	Page 7	Page 7R1	Clause amended
2	RFP	Clause no. 1.4 of Annexure-1 of RFP	Page 49	Page 49R1	Clause amended
3	RFP	Clause no. 12.1 of Annexure-1 of RFP	Page 55	Page 55R1	Clause amended
4	RFP	Clause no. 14.1& new Clause no.14.3 of Annexure-1 of RFP	Page 56	Page 56R1	Clause no. 14.1 amended & Clause no. 14.3 inserted.
5	RFP	Clause no. 22.1 of Annexure-1 of RFP	Page 58	Page 58R1	Clause amended
6	RFP	Clause no. 31.7 of Annexure-1 of RFP	Page 62	Page 62R1	Clause amended
7	RFP	Clause no. 35.1& 35.4 of Annexure-1 of RFP	Page 63	Page 63R1	Clause amended
8	RFP	Clause no. 35.5& 36.1 of Annexure-1 of RFP	Page 64	Page 64R1	Clause amended
9	RFP	Clause no.2.4.1 of Draft Lease Agreement of RFP	Page 77	Page 77R1	Clause amended
10	RFP	Clause no.3.1.7 of Draft Lease Agreement of RFP	Page 78	Page 78R1	Clause amended
11	RFP	New Schedule B of Draft Lease Agreement of RFP	Page 100	Page 100A-R1	Schedule B inserted after Schedule A of Draft Lease Agreement

**Note:**All further updates, if any, will be available only on procurement portal (<https://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in>) of the state and/or [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in), therefore interested parties are advised to visit these websites regularly.

**Encl. : Addendum-1 (R1 pages of RFP document total 11 pages)**

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*[Signature]*



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. Civil Lines Metro Station is situated on Jaipur Metro Corridor of Phase-1A and located in heart of the city. The metro station is adjacent to the Passport Seva Kendra, commercial activity in vicinity area with offices and shops, on main Ajmer Road. The nearby areas are prominent & densely populated areas of Jaipur.
- 1.2.3. Approximately 1310.00 sqm commercial space is available on leasing at Civil Lines Metro Station - South Side Entry/Exit Gate No. 2 (Jaipur Metro) which is divided in 2 floors as given below:

Floor	Approximate Area (Sqm)
First Floor	675.00 Sqm
Second Floor	635.00 Sqm

- 1.2.4. There is ample space at every floor with sufficient double height which can be utilized for maximum use by utilizing even as mezzanine floor within the available space. 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. Paid parking (owned by JMRC) is also available at the station across the road.
- 1.2.5. Along with the Commercial Space, Lessee shall be granted license for use of outdoor advertisement space (upto 700 sqft) available at the Civil Lines Metro Station ("**Outdoor Advertisement Space**") for installation of outdoor advertisement of its product/ services, Commercial Space, or products/ services of any other entity for the entire duration of Lease Period. (for details about Outdoor Advertisement Space, refer sub clause B of clause 1.4 of Annexure-1 of RFP document)
- 1.2.6. Selected Bidder shall be entitled to develop, operate, maintain, manage, market, sub-let/sub-lease/sub-license the Commercial Space and Outdoor Advertisement 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. The space is being offered on "as is where is basis"
- 1.2.7. Selected Bidder shall be required to pay Lease Rent and other charges (as approved and communicated in LOA) on quarterly basis for lease of Commercial Space for the specified Lease Period.
- 1.2.8. 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/license 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/license, 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. Total 1310.00 sqm commercial space is available on leasing at Civil Lines Metro Station - South Side Entry/Exit Gate No. 2 (Jaipuri Metro) which is divided in 2 floors as given below:

Floor	Area (Sqm)
First Floor	675.00 Sqm
Second Floor	635.00 Sqm

- 1.3. There is ample space at every floor with sufficient double height which can be utilized for maximum use by utilizing even as mezzanine floor within the available space. 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. Paid parking (owned by JMRC) is also available at the station across the road.

- 1.4. The whole Commercial Space admeasuring 1310.00 Sqm (First Floor: 675.00 Sqm and Second Floor: 635.00 Sqm) at Civil Lines Metro Station - South Side Entry/Exit Gate No. 2 (Jaipur Metro) is available for leasing ("**Commercial Space**" OR "**Lease Space**") along with outdoor advertisement space (upto 700 sqft) on license basis. The commercial space indicated above & In Annexure 2 are indicative and shall depend upon actual measurement at site before issue of Notice to Proceed (NTP). The actual size of above commercial space after measurement may vary as per actual conditions and accordingly, the Lease Rent and other charges shall be charged as per actual space and shall be calculated on pro-rata basis. It may be noted that the chargeable area of the commercial space shall be excluding pillar area, if any.

**Key Details of the Commercial Space for Leasing and Outdoor Advertisement Space for Licensing**

A	COMMERCIAL SPACE FOR LEASING
<b>Location</b>	Civil Lines Metro Station - South Side Entry/ Exit Gate No. 2 (Jaipur Metro)
<b>Total Space Available for Leasing</b>	1310.00 Sqm <b>First Floor:</b> 675.00 Sqm and <b>Second Floor:</b> 635.00 Sqm) There is ample space at every floor with sufficient double height. The roof height can be utilized for maximum use by utilizing even as mezzanine floor within the available space.
<b>Access to the Space</b>	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.
<b>Parking</b>	Paid parking (owned by JMRC) is available across the road
<b>Level of Furnishing</b>	Work viz. plaster, flooring, lift access (shaft constructed), railing on stairs, electrical works, toilets and other finishing works are required to make space functional for use.
B	OUTDOOR ADVERTISEMENT SPACE FOR LICENSING
<b>Area for Licensing</b>	Outdoor spaces (upto 700 sqft) at Civil Lines Metro Station for installation of outdoor advertisement of its product/ services, Commercial Space, or product/ services of any other entity for the entire duration of Lease Period: Station Piers: 5 Nos. (CLJP-B, D, F, H, K); Connecting Bridge Face; Entry/ Exit Structure at Gate No.2 (" <b>Outdoor Advertisement Space</b> ")



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.

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

12.5. 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.

### 13. Electrical Works at the Leased Space

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

### 14. Water Supply

14.1. Lessee shall be required to obtain separate connection for water supply from Public Health Engineering Department (PHED). JMRC may provide Water connection required for commercial/ contractual activities subject to its technical feasibility and availability of capacity. Lessee may require to install additional equipment's and to do other associated works as per JMRC approval at its own cost under the supervision of JMRC. Lessee has to pay the applicable charges and security deposits, as measured and decided by JMRC. Monthly billing shall be done as per applicable guidelines of PHED. Lessee shall have to pay the bill amount within seven days of issue of bill, failing which, the water connection shall be disconnected without any prior notice.

In case of non feasibility or in case, lessee if so, desires, may take the water supply connection from PHED. JMRC shall endeavor to provide all support and facilitate to Lessee for taking separate water connection.

14.2. 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.

14.3. 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.

### 15. Provision for Water Storage Tank



- 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, etc.
  - Installation of lift (lift shaft is available from ground floor/ street level).
- 10.2. 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.

#### 11. Alteration & Modification in the Commercial Space

- 11.1. 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.
- 11.2. 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.

#### 12. Electricity Connection (Permanent and Temporary)

- 12.1. Lessee shall be required to obtain separate electric connection for the Commercial Space including Outdoor Advertisement 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. JMRC may provide Electric power required for commercial/contractual activities subject to its technical feasibility and availability of spare capacity. Lessee may require to install additional equipment's and to do other associated electrical works as per JMRC approval at its own cost through an electrical contractor having a valid electrical contractor license under the supervision of JMRC. Lessee has to pay the applicable charges and security deposits, as measured and decided by JMRC. Monthly billing shall be done as per applicable guidelines of JVVNL. Lessee shall have to pay the bill amount within seven days of issue of bill, failing which, the electric connection shall be disconnected without any prior notice.

In case of non feasibility or in case, lessee if so, desires, may take the power supply connection from JVVNL meeting out all the requirement of electrical safety & fire safety. JMRC shall endeavor to provide all support and facilitate the Lessee for taking separate electrical connection. JMRC shall issue Non-Objection Certificate (NOC), if required. The applicant voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instructions issued by JMRC Fire Officer, Electrical Inspector, Security Officer or their authorized representatives from time to time.

- 12.2. 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.
- 12.3. 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



**21. Rent for Additional Space for Non-Commercial Activities**

- 21.1. 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.
- 21.2. 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.

**22. Fire Safety Installations**

- 22.1. ~~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. Lessee shall install the firefighting and fire detection system as per applicable norms along with all accessories inside the leased space and shall be responsible for custody, operation and maintenance of the same. JMRC shall provide water supply for firefighting system. The firefighting and fire detection system thus installed shall be integrated with existing system of JMRC for which JMRC shall facilitate, however fitting component, subcomponent required, if any, shall be provided by the Lessee for integration. Any required modification/ changes/ installation will be done under JMRC supervision, by Lessee at their own cost.~~  
Lessee should be responsible for attending fire hazards/ alarms/failure related to fire fighting system and electrical system in the leased area round the clock.
- 22.2. 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.
- 22.3. 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.
- 22.4. Lessee shall be solely responsible for any electrical or fire incidence and consequent repercussions to JMRC property and personnel.

**23. Advertisement Rights/ Display boards/ Signages inside Lease Space**

- 23.1. Lessee shall be allowed to put advertisement/ display boards inside the Lease Space including on the external walls of interior partition.
- 23.2. At both the entry/exit to Commercial Space at first floor, 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.

**24. General Condition for using Outdoor Advertisement Space**

- 24.1. JMRC shall not unreasonably interfere with the signage/ advertisement plan inside the Leased Space and Outdoor Advertisement Space. However, JMRC reserves the right to refuse or to suggest an alteration to the advertisement placed inside the Leased Space due to aesthetic, safety & security reasons.
- 24.2. Placement of signage/ advertisement at any non-approved locations shall attract a penalty of Rs. 5000/- per signage/ advertisement on the first occasion and Rs.50,000/- per signage/ advertisement on the second occasion. In case of persistence default, JMRC reserve the right to terminate the agreement with forfeiture of the security deposits and advance lease rent paid in its favour.

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(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.

- 31.2. 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.
- 31.3. 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.
- 31.4. 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.
- 31.5. 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.
- 31.6. 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.
- 31.7. In case of payment of Lease rent and other charges electronically through online mode (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC in the format prescribed at Schedule - B within 2 days of making such payment(s) for reconciliation purpose(s).
- 31.8. 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.

### 32. Rent-Free Grace Period/Moratorium Period

- 32.1. 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 150 days commencing from the date of issue of Notice to Proceed (NTP). (referred as "**Rent-Free Grace Period**" OR "**Moratorium Period**").
- 32.2. 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.
- 32.3. 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.



- 32.4. 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.

**33. Payment of First Quarterly Installment of Lease Rent**

- 33.1. Lessee, within 25 days of issue 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 150 days.
- 33.2. For example, if Notice to Proceed (NTP) is issued on April 01, then April 01 to August 28 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 August 29 to November 28.

**34. Payment of Success Fee**

- 34.1. 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.

**35. Preliminary and Final Development Plan**

- 35.1. Lessee, within 30~~45~~ days of signing of Agreement, shall submit Preliminary Development Plan of its proposed commercial venture at the Commercial/Leased Space and plan for using Outdoor Advertisement Space.
- 35.2. 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.
- 35.3. 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.
- 35.4. JMRC shall issue Notice to Proceed (NTP) to Lessee upon approval of Final development Plan, date of which shall generally not be beyond 60~~75~~ days of signing of Agreement.



- 35.5. 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 uptill ~~60<sup>th</sup>~~ <sup>75<sup>th</sup></sup> day of signing of Lease Agreement for the reasons attributable to Lessee, JMRC shall issue Notice to Proceed (NTP) to Lessee on ~~61<sup>st</sup>~~ <sup>76<sup>th</sup></sup> 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.

### 36. Outdoor Advertisement Plan

- 36.1. Lessee, within ~~30~~ <sup>45</sup> days of signing of Lease Agreement, shall submit its Outdoor Advertisement Plan along with Preliminary Development Plan for the spaces identified for placement of advertisement. Outdoor Advertisement Plan shall include the type of media and its format, location of outdoor advertisement spaces, material specifications etc. with compliance to existing guidelines or any other applicable policy, statutes, codes, applicable laws. However, Lessee shall be solely responsible for the compliance of applicable laws. All the advertising sites /panels/media proposed by the Lessee in the Plan shall be subject to the approval by JMRC with regard to:

- Operational feasibility
- Aesthetics
- Safety & security concerns, and
- Road safety

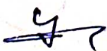
- 36.2. In the Outdoor Advertisement Plan, the Lessee shall inter-alia, submit a list of proposed outdoor advertisement spaces, their locations & sizes and type of advertisement media, specifications, and material specifications etc. in specified format (to be provided by JMRC) for approval of JMRC.

- 36.3. In case JMRC requires additional information/seek modifications in the Plan, Lessee shall submit revised Advertisement Plan with 7 days from JMRC's communication requiring modifications.

Lessee shall not install/ place any advertisement on the above-mentioned designated spaces without approval of Advertisement Plan.

### 37. Clearances and Approvals of Competent Authorities

- 37.1. 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.
- 37.2. Lessee, in any circumstances, shall not operate any commercial venture at the Commercial Space without requisite clearances/ approvals.





Contract after removing all moveable items, furniture, fixtures, panels, equipments, etc. In case of failure of handing over the Commercial Space and Outdoor Advertisement 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 and Outdoor Advertisement Space as specified in Clause 4.3.2 or can sub-lease/ license full or part of the Commercial Space including Outdoor Advertisement 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 including Outdoor Advertisement Space.
- 2.3.2. Duration of any sub-leasing/ sub licensing of Commercial Space including Outdoor Advertisement shall not be more than Lease Period. Sub-leasing/ sub-licensing of any part of Commercial Space and Outdoor Advertisement 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 including Outdoor Advertisement 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 **151<sup>st</sup>** the date-day of issuance of Notice to Proceed (NTP). Vacation of Commercial Space including Outdoor Advertisement 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 1310.00 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 through online mode (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC in the format prescribed at Schedule - B 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.



**Schedule-B: Format for Intimation for Deposition of Payments Via RTGS/NEFT/ECS**

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

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

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

Signature, Name and designation of  
authorized representative of Lessee

**TO BE FILLED BY JMRC**

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

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

Sr. EO (Accounts), JMRC