

Price Rs. 1000

RFP No. F.1(42)/JMRC/DCA/REVENUE/LEASING/OF/2015-16/

Dated:

RFP FOR LEASING OUT OPTICAL FIBRE CAPACITY BETWEEN
JAIPUR METRO STATIONS

REQUEST FOR PROPOSAL



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

2nd Floor, RSIC Wing, Udyog Bhawan ,
Tilak Marg, C- Scheme, Jaipur (Rajasthan)- 302005
Website: www.jaipurmetrorail.in
Email: edca.jmrc@gmail.com
CIN: U60221RJ2010SGC030630

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DISCLAIMER

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

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

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

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

1. NOTICE INVITING BIDS

1.1 INTRODUCTION

- i. Jaipur Metro Rail Corporation Limited (JMRC) is a Government of Rajasthan Undertaking, incorporated under the Companies Act, 1956, having its registered office at Khanij Bhawan, Behind Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)-302005.
- ii. JMRC has started its commercial operations of its first line from Mansarovar to Chandpole (Phase-1A) from 3rd June, 2015, with the mission of providing a safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan. Phase 1A is an elevated section of about 9.6 kms. in length, with eight elevated and one underground station, at approximately one km intervals. Phase-1B, a 2.4 Km stretch from Chandpole to Bari Chopar (underground), is under construction at present.
- iii. It is part of JMRC's corporate vision to develop metro stations as transit hubs for commuters which can meet many of their regular needs. Development of stations as transit hubs will lead to proliferation of commercial activities such as retail, food and braveries, etc., which will lead to increased footfalls at these areas.
- iv. JMRC has its own Optical Fibre Cable laid along with Railway Track from Mansarovar to Chandpole Metro Station which is being planned to lease out.
- v. For this purpose, JMRC invites online bids from licenced Telecom Service Providers/ Registered Telecom Infrastructure Providers /Internet Service Providers having requisite eligibility as mentioned in the RFP document, to take optical fibre on lease basis for a period of five years extendable for further Two Years.
- vi. The complete bid document can be downloaded for online submission from the state e-procurement website <https://eproc.rajasthan.gov.in> and the interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website www.jaipurmetrorail.in and state procurement portal www.sppp.rajasthan.gov.in.
- vii. Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online tenders, as per Information Technology Act, 2000, **Bidders will have to obtain Digital Signatures (class-2 / class-3 category) issued by a licensed Certifying Authority for e-tendering portal.** Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned tenders will not be entertained and will be rejected outright.

1.2 SCHEDULE TO THE INVITATION OF RFP:

S. No.	Item	Particulars
i.	RFP No	RFP No. F.1(42)/JMRC/DCA/REVENUE/LEASING/OF/2015-16/ Dated:
ii.	Name of work	Leasing Out Optical Fibre capacity between Jaipur Metro Stations
iii.	Estimated Cost	
iv.	Cost of Bid Document (Non - Refundable)	Rs. 1000 (Rupees One Thousand Only)
v.	e-tender Processing Fee (Non-Refundable)	Rs. 1000 (Rupees One Thousand Only)
vi.	Earnest Money Deposit (EMD)/ Bid Security	As per clause 3.8 of the RFP
vii.	Date of Issue of RFP	
viii.	RFP Download Start Date	
ix.	Online Bid submission Start Date / Time	
x.	Websites for downloading Tender Document and subsequent clarification / modification, if any	https://eproc.rajasthan.gov.in www.jaipurmetrorail.in www.sppp.rajasthan.gov.in
xi.	Pre-bid Conference*	
xii.	Date and Time of site visit	
xiii.	Last time and date of submitting queries / seeking clarification*	
xiv.	Last Date for Replies to Queries by JMRC*	
xv.	Last time and date of downloading of Bid Document including clarifications/ amendments, if any.	
xvi.	Last time and date for online Bid submission	
xvii.	Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in JMRC office	
xviii.	Time and date for opening of Technical Bid	
xix.	Time and date for opening of Financial Bid of Technically qualified bidders	Subsequent to Technical Bid opening (Date to be intimated later to the Technically qualified bidders through e-procurement website)
xx.	Website for Online Bid Submission	https://eproc.rajasthan.gov.in
xxi.	Bid Validity	90 days from the last date of submission of the Bid.
xxii.	Duration of contract	five years extendable for further Two Years

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

NOTE

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

*JGM(Revenue), JMRC,
2nd Floor, RSIC Wing, Udyog Bhawan,
Tilak Marg, C-Scheme, Jaipur-302005.
Tel. No.0141- 5192404, 7728895107,
Email: jmrc.revenue@gmail.com*

1.3 ELIGIBILITY CRITERIA OF BIDDERS:

S. N.	Eligibility Criteria	Documents required to substantiate the same
i.	The bidder firm should be a Telecom Service Provider or a Registered Telecom Infrastructure Provider (IP-1 Licensee) or Internet Service Provider (ISP Licensee) duly licensed/ authorised by the Department of Telecom, Govt of India for this purpose.	Valid document(s) issued by competent authority to substantiate that bidder is a Telecom Service Provider or a Registered Telecom Infrastructure Provider (IP-1 Licensee) or Internet Service Provider (ISP Licensee)
ii.	Bidder should neither be a black listed firm nor should its contracts been terminated / foreclosed by any company / department / organisation during the last three financial years ending 31.03.2016 and during current financial year till date of bid submission due to non-fulfilment of Contractual obligations.	A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm in the Bid profile.
iii.	Bidder should possess the following documents at the time of bid	a. Income Tax Registration (PAN) number

S. N.	Eligibility Criteria	Documents required to substantiate the same
	submission.	b. Service Tax Registration number

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

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

2. DEFINITIONS

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

"Agency / Contractor / Selected Bidder" shall mean the Bidder, whose Bid is evaluated as the most competitive, following the bid evaluation process as set forth in this RFP Document and to whom a Letter of Acceptance (LOA) is issued subsequently.

"Agreement / Contract / Lease Agreement" means the Contract / Lease Agreement to be executed between JMRC and Selected Bidder, subsequent to the Letter of Acceptance;

" Bidder(s)" means interested Bidder(s) (or its Affiliate) submitting a Proposal pursuant to this RFP within the time prescribed for the purpose;

"Authority" means Jaipur Metro Rail Corporation;

"Authorised Signatory" of the Bidder shall mean the person with Bidder Authorisation.

"Bid" shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal(s), submitted by a Bidder in response to and on the terms and conditions contained in this Bid Document/ RFP.

"Bid Document" shall mean this bid document (RFP), including all annexures attached hereto and any addenda issued in accordance with the terms hereof.

"Corporation" means Jaipur Metro Rail Corporation;

"Jaipur Metro" means Jaipur Metro Rail Corporation;

"JMRC/JMRCL" means Jaipur Metro Rail Corporation;

"Letter of Acceptance (LOA)" means the written notice issued by JMRC to the Selected Bidder intimating the acceptance of Selected Bidder's Proposal for award of Lease/ Rights;

"NTP" means Notice To Proceed i.e., letter to be given to Selected Bidder authorising for installation, operation & maintenance of the infrastructure installed by him for making use of the leased Optical Fiber(s) subsequent to signing of agreement pursuant to this RFP;

3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS

- i. The Request For Proposal (RFP) Document and any addenda thereto, together with any further communications are issued for the purpose of inviting bids only. The Bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this bid invitation to any third party except for the purpose of preparing his Bid. The Bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the JMRC may reject the Bid.
- ii. The Bidders are advised to explicitly read this RFP document, addendum /corrigendum /clarification issued, if any, as available on state e-procurement website <https://eproc.rajasthan.gov.in>, Corporation's website www.jaipurmetrorail.in and state procurement portal www.sppp.rajasthan.gov.in and General Condition of Contract (GCC) & SHE Manual as available on Corporation's website www.jaipurmetrorail.in before submitting the Bid. By submitting the Proposal, the Bidder agrees to all the points explicitly included in the scope of lease & all other terms & conditions mentioned in the RFP, GCC & SHE Manual.
- iii. Each Bidder will be deemed to have inspected the stations, the surroundings and inspected all necessary documentation and made all inquiries, prior to participating in the bid process.
- iv. If any change/addition/deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the Contract / execution of Lease agreement, full Earnest Money Deposit / Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the Bidder/Lessee.
- v. The Bid shall be filled in blue / black ball pen only. Alterations or overwriting, if any, should be avoided. However, if there are any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- vi. Bids received after the last time and date for depositing Bid shall not be considered. Bids sent by FAX, post or e-mail will not be considered.
- vii. If some of the document/annexure(s) is/are missing, the Corporation has the right to reject the Bid as invalid Bid.
- viii. The proposal shall not contain any conditional offer or discount etc. Bids containing such offers will be summarily rejected.
- ix. Bids complete in all respects must be received not later than the time and date indicated therein. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document and in that case all rights and

obligations of JMRC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

- x. The Bidder will be bound by the details furnished by it to JMRC while submitting the Bid or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of Lease.
- xi. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has :–
 - a. Submitted the Bid after the prescribed date and time of submission of bids.
 - b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - c. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - d. Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) is non-responsive.
 - e. Failed to provide clarifications related thereto, when sought.
 - f. Submitted more than one bid.
- xii. JMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a. suspend and /or cancel the bidding Process and/ or amend and/ or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to the JMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d. Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Bidder.
- xiii. It shall be deemed that by submitting the bid, the bidder agrees and release the JMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

- xiv. No further discussion /interface will be held with the bidders whose bids have been Rejected/ Disqualified / Technically Disqualified.
- xv. The formats of Annexure A to Annexure C, to be enclosed as per instructions of circular No. 3/2013 Dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, are available as part of ANNEXURE-X of the RFP. Please read carefully and comply:-
 - Annexure A: Compliance with the Code of Integrity and No. Conflict of Interest
 - Annexure B: Declaration by Bidders regarding Qualifications
 - Annexure C: Grievance Redressal during Procurement Process
- xvi. Any Bid not accompanied by valid Earnest Money Deposit, Bid Security and the cost towards Bid document, in acceptable form will be liable to be treated as being non-responsive.
- xvii. At any time prior to the deadline for submission of Bid, JMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document by the issuance of addenda/corrigenda.
- xviii. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- xix. The JMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.

3.2 DUE DILIGENCE BY BIDDER

- i. The Bidders are required to examine carefully all the contents of the RFP Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) of RFP Document will be at the Bidder's own risk & responsibility.
- ii. The Bidders must familiarize themselves with Jaipur Metro Rail Project, especially the Metro Stations and take the same into account while preparing and submitting their bid. They are required to verify the information given in respect of area etc. and seek clarifications, if any from JMRC before Tendering.

3.3 PRE-BID CONFERENCE & SITE VISIT

- i. For the purpose of affording bidders an opportunity to obtain clarifications and/or give suggestions with regard to this RFP and bid process, a pre-bid conference is arranged as per the schedule indicated in the Clause "Schedule to the invitation of RFP" (Clause 1.2)."
- ii. Bidders are advised to visit the Jaipur Metro Stations and read RFP document, before participating in the pre-bid conference / submission of bid.
- iii. For pre-bid conference & post conference queries regarding this RFP and for site visit, following officer of JMRC may be contacted:

*JGM(Revenue), JMRC,
2nd Floor, RSIC Wing, Udyog Bhawan,
Tilak Marg, C-Scheme, Jaipur-302005.
Tel. No.0141- 5192404, Email: jmrc.revenue@gmail.com*

- iv. Queries / request for clarification should be submitted through e-mail or in writing by the date & time prescribed in Notice Inviting Bids and the same received after the date & time prescribed may not be taken into consideration.

3.4 CLARIFICATION / AMENDMENT / ADDENDUM TO RFP

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

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

S. No.	RFP Clause Reference	RFP Annexure Reference	Query / Clarification sought

3.5 DETAILS OF THE OPTICAL FIBRE :

- JMRC has optical fibre cable laid between the terminal stations, Mansarovar to Chandpole Metro Station. Eight Optical Fibres are through between Mansarovar to Chandpole Metro Station and other eight fibres have drop-in and drop-out at each stations between these two stations, i.e., Atish Market, Vivek Vihar, Shyam Nagar, Ram Nagar, Civil Lines, Railway Station, and Sindhi Camp.
- JMRC Optical fibre complies with the specification as per CCITT recommendations G-652 working at 1310 nm / 1550 nm.
- The optical fibre cables as detailed in package are terminated at ODF in Telecom Equipment Room (TER) of respective station. Lessee shall have to extend fibres from ODF in TER to their equipment to be installed at space allotted to them at their own cost. Lessee shall have to provide conduit pipes / cables tray beyond JMRC cable tray to extend their cable up to ODF for drop in and drop out.

3.6 COST OF BID DOCUMENT (TENDER FEE)

- The complete bid document can be downloaded for online submission from the website <https://www.eproc.rajasthan.gov.in>. Cost of Tender Document (Tender fee) is Rs. 1000 which shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Tender fee is non-refundable.
- BID In addition, E-tender processing fee of Rs. 1000 per bid shall be paid in the form of banker's cheque / DD of Scheduled Bank drawn in favour of 'Managing Director, RISL', payable at Jaipur.
- Any Bid not accompanied by cost of bid document in acceptable form will liable to be treated as being non-responsive and shall be rejected.

3.7 MINIMUM RESERVED MONTHLY LEASE RENT AND EMD (BID SECURITY) CALCULATION

The details of the Minimum Reserved Monthly Lease Rent and EMD for each fibre is given in the Table below:

**RFP FOR LEASING OUT OPTICAL FIBRE CAPACITY BETWEEN
JAIPUR METRO STATIONS**

2016

S. No.	Name of Pair of the Stations	Avg. Distance (in Km) (upto 2 digit)	Tentative available number of optical fibres	Minimum Reserved Monthly Lease Rent per fibre (in Rs.)	Total Minimum Reserved Lease Rent for Five years per fibre with escalation @ 6% per year compounding annually (in Rs.)	EMD (Bid Security) # per Fibre (in Rs.) (@2% of F)
[A]	[B]	[C]	[D]	[E]	[F]	[G]
1.	Chandpole to Mansarovar Station	10.12	8	21121	1428736	28575
2.	Mansarovar to New Aatish Market	1.49	8	4984	337172	6743
3.	New Aatish Market to Vivek Vihar	1.33	8	4689	317186	6344
4.	Vivek Vihar to Shyam Nagar	1.05	8	4169	282020	5640
5.	Shyam Nagar to Ram Nagar	0.79	8	3677	248751	4975
6.	Ram Nagar to Civil Lines	1.35	8	4715	318957	6379
7.	Civil Lines to Railway Station	1.76	8	5499	371959	7439
8.	Railway Station to Sindhi Camp	1.35	8	4728	319842	6397
9.	Sindhi Camp to Chandpole	1.00	8	4076	275695	5514

- i. The distances are as per OTDR reports (upto 2 digit approximation). The charges shall be calculated as per distance mentioned in the column [C] above.
- ii. Space for passive equipment will be provided to the successful bidder (s) at each leading in / leading out point upto a limit (1 square metre upto width/depth of 0.5m) @ Rs. 200/station/month and thereafter for every additional mtr of space of wall or part thereof provided, charges @Rs 200/station/month (on proportionate basis) shall be charged subject to availability of the space on actual basis and shall be independent of number of fibre leased out.
- iii. Charges for cable tray & lead-in shall be charged on actual no. of lead-in & lead-out station @Rs 800 per month per station and shall be independent of number of fibre leased out.

- iv. Charges mentioned at ii & iii above and Maintenance charges @ 10% of [License fee + wall space charges + Cable tray & Lead in charges] has been included in calculation of [E] above.
- v. #Total EMD payable shall be as [G] above for per fibre and will be multiplied by number of fibres to be Bid for. **Amount of the Bid Security to be deposited** must be calculated carefully at the rate mentioned above for the actual numbers of fibres quoted for, between the stations as per column [B].
- vi. Floor space (for passive equipment only) if made available after technical feasibility, shall be given @ Rs 1000 per square metre per month.

Note:

- 1. A bidder can bid for one or more fibres between a pair of stations and any number of pair of stations as listed above.
- 2. Separate EMD (Bid Security) is to be submitted for fibres between each pair of stations bid for.
- 3. The Minimum Reserved Monthly Lease Rent for each fibre is tabulated above. Bids lower than the respective amount for any given fibre may not be considered.
- 4. The EMD (Bid Security) for each fibre is tabulated above. The bidder shall furnish details of EMD (Bid Security) submitted in Annexure-XI.

3.8 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- i. EMD (Bid Security) as per Clause 3.7 and as calculated in Annexure-XI of the RFP, in the form of Demand Draft / Bankers Cheque drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (**valid up to 120 days from the Last date of Bid submission**) in the format enclosed at Annexure-VII drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur. EMD shall be deposited only for the site quoted.
- ii. Any Bid not accompanied by valid Bid Security /Earnest Money in acceptable form will be liable to be treated as being non-responsive & shall be rejected.
- iii. The Bid Security /Earnest Money Deposit shall be forfeited in the following cases, namely:
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and

- e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
- iv. The Bid Security / Earnest Money of successful Bidder shall be adjusted against Performance Security Deposit or refunded after deposition of the full Performance Security Deposit, as the case may be.
- v. The Bid Security / Earnest Money shall be returned promptly after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- vi. If the successful Bidder fails to deposit the required performance security or to execute the agreement within the specified period without any valid reasons, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money, in part or in full, at the discretion of Jaipur Metro Rail Corporation Limited (JMRC).

3.9 SUBMISSION OF PROPOSAL

- i. Submission of bids only through online process is mandatory for this Tender. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- ii. The Bidder should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site.
- iii. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (class 2 / class 3 category) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- iv. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contained scanned copy of DD / Bankers Cheque for Tender Fee & e-tender Processing Fee and scanned copy of DD/ Bankers Cheque /Bank Guarantee for EMD. However, DD/ Bankers Cheque /BG for Tender Fee, e-tender Processing Fee & EMD should be submitted physically at the following address of JMRC with a covering letter mentioning therein the details & name of RFP, by the scheduled date and time as per NIB.

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

- v. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- vi. Utmost care be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- vii. A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

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

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

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

b) Part-B: Financial Bid (BOQ)

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

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

- i. Download format of Financial Bid in XLS/ XLSX format (Password protected file).
- ii. This XLS/ XLSX file is password protected file. Don't unprotect the file. Price has to be filled in this file.

- iii. Fill Bidder's Name & Monthly Lease Rent per fibre in down loaded Financial Bid format as specified (in XLS/ XLSX format only) in green back ground cells. Don't fill in other colour cells.
- iv. Validate the sheet and Save filled copy of downloaded financial bid file in your computer and remember its name & location and upload correct file (duly filled in).

3.10 EVALUATION OF BIDS

- i. The bids will be opened online on website at the time, date and place as specified in the Clause 1.2 (Notice Inviting Bids) of this RFP in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign a attendance sheet / register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- iii. Financial Bids will remain unopened until the time of opening of the Financial Bids.
- iv. The Financial Bids of only those Bidders who clear Technical evaluation stage will be opened & evaluated The time and date of opening of Financial Bid shall be communicated to technically qualified bidders through state e-procurement website. The technically qualified bidders may attend the opening of the Financial Bid, if they so desire.
- v. The Financial Bids of only those Bidders who clear the Technical evaluation stage will be evaluated. The bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- vi. The Financial Bid shall be evaluated for license fee for the fibres between each pair of stations separately. The Bidders whose Bids are responsive, complete and in accordance with the RFP Document shall be evaluated, with reference to fibres between each pair of stations. Out of these, the bidder whose bid is the highest will be finally selected and adjudged as the successful Bidder for the opted fibre of that station.

- vii. However, in case of the highest bidder (H1) of any package has not bid for all the fibres for the concern package then the second highest bidder (H2) of that package shall be given chance / priority for fibre leasing on the rates accepted for highest bidder (H1). Similar offer shall be made to next higher bidder in the order of their rank till all the fibre of the packages are leased out.
- viii. In case two or more responsive Bidders have quoted the same lease rent for a particular fibre, which is also the highest lease rent offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid(s) in a sealed cover, which shall necessarily be higher than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned Bidders.
- ix. In case two or more responsive bidders again quote the same Lease Rent(s) in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e., who have quoted the same Lease Rent) and the bidders for respective bid(s) whose offers are highest, shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.
- x. For the proper evaluation of the proposal, if clarifications are found to be necessary JMRC may at its discretion, ask for such clarification and bidder shall be obliged to provide such clarifications within the time specified by JMRC.
- xi. Notwithstanding anything contained in the RFP Document, The Corporation reserves the right to:
- accept any tender not necessarily highest on reasonable ground and justification
 - reject any bid which does not fulfil eligibility requirements & scope of Lease.
 - reject all tenders and annul the bidding process without assigning any reason at any time before issuance of a letter of Acceptance without incurring any liability.
- xii. All decisions whether a bid is non- responsive, unacceptable or whether a Bid Security is fraudulent or unacceptable or non- compliant, will be that of JMRC.
- xiii. No further discussion/ interface will be held with the bidders whose bids are Rejected/ Disqualified / Technically Disqualified.

3.11 AWARD OF CONTRACT, SIGNING OF LEASE AGREEMENT/ EXTENDED LEASE AGREEMENT & SECURITY DEPOSIT

- i. Prior to the expiry of the period of validity of the Bid, the Successful Bidder(s) shall be notified through a Letter of Acceptance (LOA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.
- ii. Upon receipt of the 'LOA', the Successful Bidder(s) shall return one copy of the LOA duly signed and unequivocally accepted and stamped by its authorized signatory

within 7 days from the date of issue of 'LOA' along with Security Deposits as below:

- a. **Performance Security Deposit** equal to 5% of the total Lease Rent payable for five years with escalation @ 6% per year compounding annually based on Accepted Monthly Lease Rent, for respective Metro Station, in the form of Demand draft or Bank Guarantee from any scheduled bank (Annexure-VIII) in favour of Jaipur Metro Rail Corporation Ltd. The Bank Guarantee should remain valid for a period of 6 months (six months) beyond the expiry of the 'Lease Agreement'. The Performance guarantee is to ensure due performance of all obligations of the Agency under the Contract against an event of default by the Agency and/or any Material Breach of its obligations there under. The Performance Security Deposit shall be refunded at the end of full term of Lease period after adjustment of outstanding dues, if any.
- b. **Installation Security** of Rs 1,00,000 per end Metro Station, in the form of Bank guarantee (Annexure-IX) from any scheduled commercial bank, which shall be refunded without any interest after two months of completion of drop-in/drop-out activity. The Installation Security is to ensure that there is no damage to the JMRC assets during installations by the Agency. The Installation Security Deposit shall be kept valid for a period of 6 months (six months) from the date of Issue of Letter of Acceptance. In case of delay in installation, JMRC may request to the agency for extension of period of validity of Installation Security.
- iii. The Performance Security Deposit and Installation Security Deposit can also be deposited in the form of DD/ Bankers Cheque made in the favour of Jaipur Metro Rail Corporation Limited, Jaipur.
- iv. In case of extension of Lease period beyond initial period of five years and in case Performance Security is deposited in the form of Bank Guarantee, a Performance Bank Guarantee valid for **twenty-seven months** from the date of Letter of Extension for an amount equal to 5% of the total Lease Rent payable for extended period with 6% yearly escalation from previous year, shall be deposited by the Lessee prior to signing of Lease Agreement for the extended period. Lease Agreement for the extended period, if any, will have to be signed by the Agency at least one month in advance of the expiry of the original Lease Agreement period.
- v. Subsequent to acknowledgement of 'LOA' by the Successful bidder as above, and deposition of Performance Security Deposit & Installation Security Deposit, a Lease agreement on a non-judicial stamp paper of Rs. 100 as per format at Annexure - IV shall be executed between the Successful Bidder and JMRC within 15 days of issue of LOA. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency.
- vi. The cost of Stamp Duty for execution of Lease Agreement, Registration Charges and any other related Legal Documentation charges / incidental charges shall be

borne by the successful Bidder.

- vii. If the Bidder fails to deposit the required Security Deposits or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and may result in forfeiture of the Earnest Money, in part, or in full at the discretion of JMRC. This failure may also result in cancellation of tender.
- viii. JMRC shall have the right to invoke and appropriate the proceeds of the Security Deposits in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages or penalties.

4. SPECIAL CONDITIONS OF CONTRACT (SCC)

4.1 PRELIMINARY PLANNING & NOTICE TO PROCEED (NTP)

- i. The Agency shall submit Preliminary Plans, Specifications and preliminary schedule as hereinafter defined, to JMRC within 15 days of issue of LOA.
- ii. As used herein, Preliminary plans and specifications shall mean schematic development documents, as applicable and may consist of:
 - Fibre laying diagram for extending leased Optical Fibre(s) from JMRC ODF upto the OF cable of the lessee out of Metro Station premises.
 - Passive equipment layout diagram
 - Precautions and standards for maintaining cleanliness and disposal of solid waste and effluents after installation.
 - Provisions and measures for fire safety and fire fighting.
- iii. JMRC will have the right to approve the Agency's preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by JMRC shall be mandatory. The Agency shall submit Final Plans, Specifications and schedule to JMRC within 10 days from JMRC communication requiring modifications.
- iv. JMRC shall communicate its approval by way of NTP (Notice To Proceed) within a period of 15 days from the date of submissions of Final Plans, Specifications and schedule revised as per direction of JMRC.
- v. The preliminary plans can be given and NTP can also be issued in phases as per mutual agreement/ requirements.
- vi. The Lessee shall have to complete installation of the infrastructure on or before the expiry of 15 days from the date of issue of NTP and the applicable lease rent shall commence from 16th day of the issuance of the NTP.

4.2 SCOPE OF LEASE & TECHNICAL REQUIREMENTS

- i. JMRC shall provide / permit following against this Contract:
 - a) Permission to install passive optical fibre equipment in the JMRC premises for making use of the leased optical fibres.
 - b) Closed space for installation of passive equipment (1 sq meter) called as equipment room.
 - c) Permission to lay Optical fibre to the equipment room for lead-in and lead-out.
- ii. The Agency shall appoint a Manager/ Supervisor whose scope of services shall be as follows:
 - Supervise the operations in the said premises / equipments.

- Adhere to the quality standards as applicable to the said installations.
 - To be responsible for cleanliness and hygiene in the said Premises and to ensure at the services are conducted in clean, proper and efficient manner.
 - To ensure that fire detection and suppression measures where installed inside his premises and kept in good working condition.
- iii. In exceptional circumstances, JMRC reserves to itself the right to change the location allotted for installation of infrastructure for Optical Fibre at any time and may at its discretion call upon the Lessee to shift the installed infrastructure to an alternative space. In such a case, the Lessee shall be bound to shift the infrastructure immediately and accept the said alternate location identified in the premises. Reasonable recompense of the cost of such shifting shall be reimbursed by JMRC to the Lessee by adjustment against payment due to JMRC against Lease Rent. An assessment of such reasonable cost of shifting would have to be submitted by the Lessee to JMRC for approval within one week of the notice to shift. The decision of JMRC with regard to the amount of reimbursement shall be final.
- iv. The equipments should be installed within the dimensions demarcated for the purpose.
- v. Only Lessee paying the Lease Rent regularly and adhering to its obligations under the terms and conditions of this RFP and the consequential Lease Agreement(s) shall utilise the leased optical fibre(s) during the Lease period.
- vi. If the Lessee wishes not to lease optical fibres further during the Lease period, it can do so by giving 3 Months notice to JMRC. The lessee shall provide Equipment space cleared and restored to the original condition to the satisfaction of the Lessor, who shall be free to utilise /lease out the released space for any purpose.
- vii. JMRC shall not be responsible in any way for loss or damage by any means caused to the Lessee's infrastructure equipments.
- viii. On expiry of the Lease period or on termination of the Lease by JMRC on account of any breach on the part of the Lessee for any other reason, the Lessee shall deliver the possession of the allotted Space in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by JMRC. Further, Lessee shall remove his/their goods and other materials from the allotted Space immediately, failing which JMRC reserves its right to remove such goods/ materials at the cost and risk of the Lessee and demand payment for such removal. If such payment is not made within 10 days, JMRC shall be at liberty to dispose of the goods/ materials of the Lessee by public auction to recover the cost. The Lessee shall not be entitled to raise any objection in such an eventuality.
- ix. The Lease herewith granted shall not be construed in any way as giving or creating any other right or interest in the said Space to or in favour of the Lessee but shall be construed to be only as a lease in terms & conditions herein contained.

- x. The Lessee shall keep in mind applicable rules and regulations and instructions issued from time to time while occupying the allotted Space. JMRC will be free to take action against the Lessee for violating the same.
- xi. The Lessee shall ensure that proper care is taken under skilled supervision during installation / maintenance of main infrastructure and associated equipments so that no damage is caused to JMRC assets or premises.
- xii. The Lessee shall ensure that personnel (including outsourced agency staff, if any) deployed in connection with installation, operation & maintenance of the infrastructure installed by him for making use of the leased Optical Fiber(s) behave decently and courteously on JMRC premises and indulge in no act that may adversely affect the reputation of the Corporation.
- xiii. The equipment space will be handed over by JMRC "as is where is basis". The Agency shall install its own furniture fixtures and passive equipment in the said space after duly obtaining all necessary approvals from JMRC, permissions and licenses from Statutory/ Authorities of its own cost and expense.
- xiv. That the Agency permitted to use the said premises, equipment, installations, fittings and fixtures on 'as is where is basis' and the Agency shall not make any additions or alterations in the Leased OF and space. As per its requirement, installation including electric installations and wiring without the prior permission of JMRC in writing is required and when permitted by JMRC the said additions and alterations shall be carried out by the Agency at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the Leased premises and the same shall vest in JMRC.
- xv. Agency should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The lessee should also ensure that all notified statutory provisions and standards are observed in this regard.
- xvi. Agency should ensure that equipment installed do not interfere with the sensitive electronic equipment installed inside the metro stations including TETRA based train radio system. The *Agency shall submit a third party certification* to this effect after installation of its equipments, as & when asked by JMRC. If any interference is noticed, then the JMRC will immediately cut off the supply to the equipments and lessee will undertake all necessary steps at his own risk and cost to remove such interference. A penalty of Rs.5000 for each occasion of interference may be imposed by JMRC. Test reports and any other supportive documentation as may be required/requested by JMRC, will have to be supplied immediately. A clearance certificate has to be obtained from the signal and telecom department of JMRC to this effect, as and when required.
- xvii. JMRC reserves the right of refusal for installation of the equipment if it is of the opinion that the Agency's equipment will interfere with the station installations.

- xviii. In case of any damage to JMRC property during installation, for actual costs whatsoever for restoration to its original position will be recovered from Installation Security deposit & Performance Security deposit of the Agency and same will not be challenged in whatever manner.
- xix. The Agency shall use 'the premises only for the purpose for which it has been leased, namely "installation, operation & maintenance of his infrastructure installed for making use of the leased optical fibre(s) inside the metro stations". The JMRC reserves the right to penalize the Lessee upto Rs.5000 for every occasion, where there has been misuse of the premise.
- xx. That the overall control and supervision of the premises shall remain vested with JMRC who will have the right to inspect the whole or part of the leased premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the Lease agreement. JMRC also reserves the right to enter the leased premises to repair and replace the fixtures provided by JMRC. If any fixture or utility relating to operation of metro rail is running through the area Leased, proper precautions as advised by JMRC will be taken by lessee. The loss due To obstruction so caused on the business of the lessee will not be borne by JMRC.
- xxi. JMRC Employees and/or personnel authorised by it/ Fire Office/authorized personnel will have unfettered access to the premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the JMRC's fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the authorised personnel of JMRC will be borne solely by the lessee.
- xxii. The Agency will strictly not encroach up common areas/ circulating areas or any other space, and restrict his operation to within the area Leased, in case, the Agency encroaches upon the common area, circulating area or any other space then a line/ compensation @ Rs.500 on the first occasion, Rs. 2000 on the second occasion and Rs. 3000 on the third occasion will be imposed by JMRC. Thereafter JMRC reserves the right to revoke the Lease and forfeit the interest free security deposit.
- xxiii. The Agency is not allowed to use the site for sale / display of products, services or advertisements.
- xxiv. Agency shall ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment to attract commuters and enhance JMRC's image. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the Agency will be the sole responsibility of the Agency only and JMRC will have no legal obligations or liability towards the injured.
- xxv. Agency shall ensure that fire detection and suppression measures if installed by it inside Equipment Space premises are kept in good working condition.

- xxvi. That the AGENCY shall bear the cost of minor day-to-day repairs and maintenance. All major repairs due to constructional defects shall be the responsibility of JMRC. If the Major repairs or maintenance required to be carried out by JMRC are not carried out within reasonable time, The AGENCY will have the right to get the needful done under the intimation to JMRC.
- xxvii. Provided however, that the Agency shall be at liberty, without any such consent as aforesaid, to have normal fixtures or linings and electric appliances, installed in the Leased Premises. The AGENCY shall be at liberty on the Termination of this Lease to remove or take away such fixtures, fittings and electric appliances installed by it leaving the Leased Premises as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- xxviii. The-said premises, which have been handed over to the Agency under this agreement shall be kept in good condition and maintained properly by the Agency at their own cost. If the property is not handed over in good condition as required under this agreement, JMRC reserves the right to seek exemplary damages and indemnification.
- xxix. The AGENCY to take prior written approval from JMRC through a written notice prior to commencement of any alteration works in the his installed infrastructure and, if necessary, JMRC reserves the right to ask for and review the renovation plan/drawings before providing consent.
- xxx. The AGENCY will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas of the complex like flooring, during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by JMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the AGENCY s account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by JMRC.
- xxxi. The HDPE pipe & cables to be used in provisioning space (including the equipment space) shall be manufactured from fire retardant, low smoke, zero Halogen material as mentioned in para below and shall meet all the requirements specified by relevant international standards and confirming to infrastructure / installation practices as required in Metro rail network. The Agency shall fully responsible for any deficiency noticed and will take necessary steps at his own risk and cost to replace such HDPE pipe & Cable.

The Fire retardant low smoke (FRLS) cable shall be used by AGENCY in elevated station(s) and Low smoke zero halogen (LSZH) cable shall be used by AGENCY in underground station. AGENCY shall not use PVC pipe for underground station. The specification of cable, equipment and any other accessories which is to be installed be lessee shall be submitted 2 week before installation for review and approval of JMRC.

4.3 ELECTRICITY PROVISIONING

As only passive equipment(s) is to be installed, therefore there is no need for providing electricity connection.

4.4 HANDING OVER POSSESSION TO JMRC

- i. That the said premise which has been handed over to the Lessee under this agreement will be kept in good Condition and maintained properly by the Lessee at their own cost. If the property is not handed over in good condition as required under this agreement JMRC reserves the right to seek exemplary damages and identification.
- ii. No Tenancy/sub-Tenancy is being created by JMRC in favor of Agency under or in pursuance of the Lease Agreement as a result of this RFP and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:
 - a. That the Agency shall not have or claim any interest in the said premises as a tenant sub- Tenant or otherwise:
 - b. That no right as a tenant/ Sub-Tenant or otherwise is purported is intended to be created or transferred by JMRC in favor of Agency in or in respect of the said premises, except to carry out their activities over the granted space under this Lease Agreement and
 - c. That the rights, which Agency shall have in relation to the said premises, are only those set out in this agreement.
- iii. Agency shall deliver to JMRC peaceful vacant physical possession of the Leased premises at the end of the term of the Agreement, in the good condition except for reasonable wear and tear and acts of God and nature.
- iv. That if the Agency fails to vacate the property within a grace period of 30 days of termination of the agreement, The Agency shall be deemed to be an unauthorized occupant in the said premises and shall be liable To pay a fee @ Rs.100 per Sq.ft. per day for any period of occupation beyond that date along, which will be charged over and above the Lease Rent due.
- v. In case of Termination of Contract as per the terms of this RFP, the Agency shall hand over to JMRC or its authorised agent vacant possession of the said Leased Premises. The vacant possession will be handed over to the station manager / authorised personnel of the JMRC.
- vi. Agency will forthwith vacate the said premises and remove its furniture, fixtures, equipment as well as its personnel from the said premises without causing any damage to the property of JMRC.

- vii. JMRC shall repay amounts owing to the Agency if any, after deducting all dues except the advance Lease Rent paid and refundable interest free security deposit which would stand fortified in favour of the JMRC.
- viii. Consequent to issue of Termination letter, after approval of competent authority, the said premises will become free of all encumbrances.

4.5 DURATION OF CONTRACT / LEASE AGREEMENT

- i. The period of the lease agreement as prescribed in this RFP will be initially for five years **from the date of issuance of NTP**, extendable on the behest of the agency for further two years period on same terms and conditions, in mutual agreement with JMRC.
- ii. Till the signing of the Lease Agreement, the LOA shall form a binding contractual agreement between JMRC and the Successful Bidder as per terms of this RFP.
- iii. A separate application for extension of lease period would require to be submitted to JMRC by the Lessee wishing for such extension, 4 months in advance of the expiry of the original Lease period of 5 years. A Letter of Extension shall be issued by JMRC to the Lessee. The Lessee shall have to submit the Security Deposit for the extended period as prescribed.

4.6 STATUTORY OBLIGATIONS

- i. The Lessee shall indemnify JMRC from/ against any claims made or damages suffered by JMRC by reason of any default on the part of the Lessee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
- ii. The Corporation will not be responsible for any accident involving any personnel of the Lessee while on work. The Lessee itself would be responsible for such accident and also for any kind of compensation to any worker/employee for such accident. The Lessee is advised to have its personnel insured under suitable Insurance Schemes at its own cost.
- iii. The Corporation will not be responsible for any accident /theft etc. involving any asset of the Lessee. The Lessee itself would be responsible for such incident. The Lessee is advised to have its assets insured under suitable Insurance Schemes at its own cost.
- iv. The AGENCY will bear the cost, throughout the term of the Lease, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said premises, including death or injury caused by the sole negligence of the AGENCY or the AGENCY 's failure to perform its obligations under the agreement.

- v. Upon JMRC's request, the AGENCY shall submit to JMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Agency agrees and undertakes to indemnify and hold JMRC harmless against any and all liabilities. Losses, damages, claims, expenses suffered by JMRC as a result of such default by the Agency.
- vi. Obligation for adhering to statutory norms and regulations laid down by any Statutory Body of Central/State Government in connection with installation and operating of optical fibre shall be vested in the Lessee.
- vii. The premises and the fixtures and the appurtenances thereto (except those installed by JMRC) shall conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Leased premises. The AGENCY at its sole risk and expense, shall at all times during the term thereof promptly comply with all such requirements. The AGENCY shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and all applicable rules and also regulations of the Rajasthan Fire department. The Agency shall also comply with all rules and regulations under the Metro Act and also to instructions issued from time to time from the office of Director (Corporate Affairs) JMRC. Non-compliance with rules/regulations/notices and laws may be treated as breach of contract and may lead to cancellation of contract and forfeiture of interest free security deposit and other payments.
- viii. Any type of statutory taxes applicable on services under this tender process (either in force at present or may be applicable in future by a competent order/notification) will be borne by the selected bidder and the Corporation would not make any payment on this account. In case, the selected bidder fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the JMRC is put to any loss/obligation, monetary or otherwise, the JMRC will deduct the same from the Security Deposit of the selected bidder, to the extent of the loss or obligation in monetary terms.
- ix. Agency shall ensure compliance of statutory norms of Department of Telecommunication (GOI) or any organisation of DOT by all the telecom operators with whom it is sharing infrastructure.

4.7 PAYMENT TERMS OF LEASE RENT

- i. The successful bidder shall be required to pay to JMRC quarterly Lease Rent at the rate approved & mentioned in LOA which will be compounded by 6 % every year.
- ii. Payment of Lease Rent shall commence from 16th day of the issuance of the Notice to Proceed (NTP), even if more time is allowed to Lessee to complete installation. However, if successful bidder wants to use optical fibres before expiry of 15 days, the Lessee may be permitted to do so subject to the payment of Lease Rent and other recurring charges becoming due from the day of commissioning.

- iii. The first advance quarterly Lease Rent including all other recurring charges shall be paid within 15 days of NTP.
- iv. The finalised Leased Rent will be paid by the agency in advance to JMRC on quarterly basis, latest by 15th of the first month of the each quarter.
- v. In case the Lease Agreement is extended beyond the initial 5 years, it will be on same terms & conditions and the Lease Rent shall increase 6% over the amount payable in the previous year. Further, Lease Rent escalation for the second year of extension (if given) shall also be 6% over the Lease Rent payable in the preceding year.
- vi. In addition, if the Agency needs additional space for utilities and other equipment installations, and if JMRC is in a position to provide the same, the Agency shall pay to JMRC additional recurring charges for this additional space at pro-rata basis, to be calculated by JMRC.
- vii. That in case of delay in payment of Lease rent interest at 2% per month will be calculated on the outstanding amount on prorata basis for delay less than one month and at 3% per month for more than one month.
- viii. That any delay in payment beyond one month shall be considered as a default and such third default may result in termination of this lease agreement at the discretion of the JMRC;
- ix. In addition to Lease Rent etc., the successful bidder is liable to pay necessary Service Tax as applicable from time to time.

4.8 FAILURE TO PROVIDE THE SERVICES AS PER THE CONTRACT

The Agency shall provide the services as per the requirement of the Corporation spelt out in this RFP. Delay or deficiency in providing these services in terms and conditions of this tender / contract will be termed as default on the part of the agency and the Corporation shall be free to take action as under:

i. Penalty for significant deficiencies in Services:

In case of significant deficiencies in Services causing adverse effect on the work or on the reputation of the Corporation or any damage to JMRC assets during installation, whole or part of the Security Deposits will be confiscated, in addition to Liquidated Damages as defined in (i) above. Other penal action including but not limited to Termination of Agreement, debarring for a specified period / black listing may also be taken. JMRC also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.

ii. Risk and Cost:

In case of default, JMRC will have the right to get work executed from other agencies at the risk and cost of the agency. The cost difference between the alternative arrangements and tenderized value will be recovered from the agency

along with other incidental charges. In case of execution of work through alternative sources and if price is lower, no benefit on this account will be passed on to the agency.

4.9 BREACH OF CONTRACT / LEASE AGREEMENT

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

4.10 TERMINATION OF CONTRACT AGREEMENT

- i. JMRC reserves the right to terminate the Agreement by giving 3 (three) months advance notice in writing to the Agency, without assigning any reason thereof. On the termination of the contract, the Agency shall pay to the JMRC rent for the notice period. In this instance, the interest free security deposit and advance charges paid till date will stand forfeited in favour of JMRC.
- ii. The Agency shall have the right to terminate the Agreement during the term by giving three (3) month's notice in writing of his/her/ their intentions. In such a case the interest free security deposit and advance charges paid will stand forfeited in favour of JMRC. On expiry of the said period the agreement shall stand terminated.

Only on submission of the "no dues certificate" issued by the authorised representative of the JMRC, will any amounts due, if any, other than the interest free security deposit and advance quarterly Lease Rent, will be released to the Agency.

- iii. Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:
 - a. Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this Contract.

- b. Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute.
- c. Each party shall not use each other's name, trademark, brand name, logo, etc. in any audio or visual form after termination of this Contract.
- d. The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract.

4.11 FRAUD AND CORRUPT PRACTICES

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reserves the right not to award Contracts to such Bidder or to cancel the Contracts, if already awarded without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and the Security Deposit, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- ii. Without prejudice to the rights of the Authority under Clause 4.11 (1) hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Successful bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practice (as defined above) during the Selection Process, or after the issue of the LOA or *after* the execution of the Contract Agreement, such Bidder or selected bidder shall not be eligible to participate in any tender or RFP issued by the Authority either indefinitely or for a specified period of time, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any such Prohibited Practice.
- iii. For the purposes of this Clause 4.11 the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process for this RFP;

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

4.12 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Agency out of or in relation to this "Lease Agreement" and so notified in writing by either Party to the other (the "Dispute"), the same shall be discussed in the first instance between the representatives of the Agency and Executive Director (Corporate Affairs).
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.
- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.
- iv. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the JMRC and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

4.13 FORCE MAJEURE

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of this Bid and Lease Agreement to be signed in pursuance of this Bid process, 'force majeure' shall mean any cause or event preventing performance of an obligation under this Bid or Lease Agreement under this Bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. In the event of the Force-Majeure condition(s), either party shall have the option to cancel the contract for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, the Authority shall not be liable to pay to the Bidder, any compensation towards financial implications arising due to Force Majeure.
- iv. As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure Event.
- v. Upon the occurrence of any Force Majeure Event, the following shall apply:
 - a) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event.
 - b) The Agency will not be liable to pay the Default Charges for the period for which the Force Majeure events persist.
- vi. Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations.
- vii. It is expressly agreed that Agencies ability to provide services to a third party at a more advantageous price or Agency's economic hardship shall not constitute a force majeure event.

ANNEXURE - I

CHECK LIST

ENVELOPE-A: TECHNICAL BID

Proposal will contain the following documents :		Whether enclosed
1.	This Check List, duly ticked & signed.	Yes/No
2.	All pages of RFP Document with with corrigendum, addendum if any, duly signed by the Authorised Signatory of the Bidder Organisation on each page. This check list, duly filled and signed shall form part of this.	Yes/No
3.	Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP) and GCC, duly filled & signed (Annexure – II).	Yes/No
4.	Bidder's Profile and bid form, duly filled (Annexure-III).	Yes/No
5.	Draft of Lease Agreement, blank format duly signed (Annexure-IV).	Yes/No
6.	Power of attorney for signing of Bid, duly signed and notarised, if applicable (Annexure -V)	Yes/No
7.	Bid Security (EMD) in Prescribed form of DD or Bank guarantee (Annexure VII)	Yes/No
8.	Format of Bank Guarantee for Performance Security Deposit, duly signed (Annexure VIII)	Yes/No
9.	Format of Bank Guarantee for Installation Security Deposit, duly signed (Annexure IX)	Yes/No
10.	Annexure A to Annexure C as per instructions of circular no. 3/2013 dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, duly initialled (Annexure – X)	Yes/No
11.	Details of EMD (Bid Security) submitted (Annexure – XI)	Yes/No
12.	Valid document(s) issued by competent authority to substantiate that bidder is a Telecom Service Provider or a Registered Telecom Infrastructure Provider (IP-1 Licensee) or Internet Service Provider (ISP Licensee)	Yes/No
13.	Copy of Income Tax Registration (PAN)	Yes/No
14.	Copy of Service Tax Registration	Yes/No
15.	Self-declared certificate regarding company not black listed, on bidder's profile (Annexure-III)	Yes/No
16.	Bid Document Cost in prescribed form	Yes/No
17.	EMD (Bid Security) in prescribed form	Yes/No
18.	Detailed technical plan for use of optical fibres	Yes/No

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

ENVELOPE-B: FINANCIAL BID

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

Signature of Bidder
(Authorised Signatory)

ANNEXURE - II

DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

I/We,, having my /our office at....., agree to all the Terms & Conditions the Request For Proposal (RFP) No. _____, dated _____ issued by JMRC for RFP FOR LEASING OUT OPTICAL FIBRE CAPACITY BETWEEN JAIPUR METRO STATIONS (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein). I/ WE also agree to abide by the relevant terms and conditions of General Conditions of Contract (GCC) & SHE manual of JMRC.

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

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

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

Date:
Place:

Signature:
Name :
Designation:
Seal of Authorised Signatory

ANNEXURE – III

BIDDER'S PROFILE & BID FORM

RFP No. F.1(42)/JMRC/DCA/REVENUE/LEASING/OF/2015-16/

Dated:

1.	Name of the Bidder Company	
2.	Status of the Bidder Firm	Proprietorship/ Partnership firm/ Registered Company
3.	Registered Office address with Contact & Communication details	
4.	Operating/ Branch Office (In Rajasthan, if Registered office is situated out of Rajasthan) Contact details	
5.	Date of registration / incorporation and/or commencement of business	
6.	Registration number/License details as Telecom Operator or a IP Licensee or a ISP Licensee with Department of Telecommunications	
7.	Service Tax Registration No.	
8.	PAN No.	
9.	Name and designation and Contact details of Chief Executive of the firm	
10.	Name and designation and Contact details of the authority that is authorized to sign the Bid document	
11.	Name & designation and Contact details of the Contact Person of the Bidder (Address Phone, email, fax etc).	
12.	Details of Cost of Tender document	
13.	Details of Bid Security	

We hereby certify that our organisation has neither been black listed nor our contracts have been terminated / fore closed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2016 and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations.

Date
Place

Signature
Name
Designation
Seal of Authorised Signatory

ANNEXURE - IV

DRAFT OF LEASE AGREEMENT

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

and

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

WHEREAS JMRC is entitled in Law to Lease out optical fibres at its Metro Stations and grant permission for the purpose of RFP FOR LEASING OUT OPTICAL FIBRE CAPACITY BETWEEN JAIPUR METRO STATIONS.

WHEREAS the Agency is desirous to install its passive infrastructure for making use of the leased Optical Fibre(s) in the Metro Stations, on the terms & conditions mentioned hereunder and has approached the JMRC for the purpose;

AND WHEREAS the JMRC is agreeable to grant the Lease;

NOW, THEREFORE, this indenture witnessed:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - (i) The RFP Document (**RFP No.F.1(42)/JMRC/DCA/REVENUE/LEASING/OF/2015-16/ Dated:**) in its entirety along with all its Annexures, Appendices, etc.
 - (ii) Addendum and/or Corrigendum to the RFP Document the Bid Submitted if issued by the Corporation.
 - (iii) The Letter of Acceptance (LOA) issued by the Corporation in favour of the Agency.
 - (iv) General Condition of Contract of JMRC.
 - (v) SHE manual.

2. That the Lease for the said lease shall be valid for the period of 05 (five) years from the date of issuance of Notice to Proceed (NTP) unless terminated earlier as provided in Clause 4.5 and 4.10 of the RFP.
3. That in consideration, Lessee shall pay the Lessor every quarter in advance by way of Lease Rent, on or before 15th of the first month of the quarter, as under:

Lease Year	Yearly payable sum* (in Rs.)
1 st Year	
2 nd Year	
3 rd Year	
4 th Year	
5 th Year	

* Service tax extra to be paid by Lessee as applicable

4. That the Lessee agrees, subject to the terms and conditions of the Lease Documents to perform efficiently and faithfully all of the activities related to Installation, Operation & Maintenance for the leased optical fibres inside metro stations and in carrying out all duties and obligations imposed by the Lease Documents.
5. That the Lessee shall make payment of Lease Rent by Demand Draft / Banker's Cheque in favour of Jaipur Metro Rail Corporation Limited, payable in Jaipur;
6. That in case of delay in payment of Lease rent interest at 2% per month will be calculated on the outstanding amount for delay less than one month and at 3% per month for more than one month.
7. That any delay in payment beyond one month shall be considered as a default and such third default may result in termination of this lease agreement at the discretion of the Lessor;
8. That the Lessee has paid towards Performance Security Deposit, a sum of Rs. _____ (Rupees _____ only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee No. _____ Dated _____ in favour of Jaipur Metro Rail Corporation, Jaipur.
9. That the Lessee has paid towards Installation Security Deposit, a sum of Rs. _____ (Rupees _____ only) by way of a Demand Draft / Banker's Cheque / Bank Guarantee No. _____ Dated _____ in favour of Jaipur Metro Rail Corporation, Jaipur.
10. That in the event of the Lessee committing any breach of the terms & conditions of the Lease agreement or **RFP No.F.1(42)/JMRC/DCA/REVENUE/LEASING/OF/2015-16/** **Dated:** preceding this Lease Agreement, Lessor shall without

prejudice to other rights and remedies be entitled to forfeit the Security Deposits or any part thereof. In such an event the Lessee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by Lessor to pay, so that the Security Deposits shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the Lease, the Lessor shall return the Security Deposit, to the Lessee, without interest.

11. That the Lessee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject Lease.
12. That the Lessor shall provide bare space for the installation of the passive infrastructure for making use of leased optical fibres by the Lessee. All other requirements, if any, shall be arranged by the Lessee, at its own cost and efforts.
13. That it shall be the responsibility of the Lessee at all the times during the currency of the Lease agreement to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the Lease premises and the Lessor shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever.
14. That the Lessor reserves to itself the right to change the location of the designated space at any time and may at its discretion issue a notice to the Lessee to shift the telecommunication infrastructure to an alternative space within the premises within such period as stated in the notice. In such a case, the Lessee shall be bound to shift the infrastructure within such time mentioned and accept the said alternate premises. If the Lessee fails to shift the infrastructure to the alternative location within such time mentioned in the notice, the Lessor shall disconnect and remove the installed infrastructure for the location and store it elsewhere. The cost of disconnection and storage in such a case, will be charged to the Lessee. Reasonable recompense of the cost of such shifting shall be reimbursed by the Lessor to the Lessee by adjustment against payment due to Lessor against Lease Rent. An assessment of such reasonable cost of shifting would have to be submitted by the Lessee to the Lessor for approval, within one week of the notice to shift. The decision of the Lessor with regard to the amount of reimbursement shall be final.
15. That the Lessee shall use the designated space only for the bona fide purpose as mentioned in the RFP and recitals in this Agreement, and for no other purpose.
16. That the Lessee shall not erect or display any advertisement outside the equipment space or at any other place inside the Jaipur Metro Rail stations.
17. That the Lessee shall make proper arrangements and be responsible for the safety / security of their equipment.

18. That the Lease may be terminated on any of the following accounts:
- (i) By giving 3 months notice in writing from either side without assigning any reason.
 - (ii) Terminated by Lessor on short notice on account of unsatisfactory performance.
 - (iii) For reasons more fully described in the **RFP No.F.1(42)/ JMRC/DCA /REVENUE/LEASING/OF/2015-16/ Dated:** issued by JMRC, preceding this Lease Agreement
19. That in the event of any failure, negligence or breach, in the opinion of Lessor, on the part of the Lessee in complying with all or any of the conditions of the Lease agreement, Lessor shall be entitled and be at liberty to terminate the Lease forthwith and resume possession of the designated Space without payment of any compensation or damages and also forfeit in full or in part the amount of Security Deposits submitted by the Lessee. Lessor shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the Lessee, and may additionally impose justifiable penalty upon the Lessee, which shall not necessarily be limited to the amount of Security Deposit.
20. That the Lessor and the Lessee further agree that they are bound by the terms and conditions of the RFP Document No.dated.....(including any corrigenda and/or addenda thereof.) In case of any conflict between the RFP Document No..... (including any corrigenda and/or addenda thereof) and this Lease Agreement, the latter shall prevail insofar as the spirit of the RFP is not affected thereby.

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

Authorised Signatory
For Jaipur Metro Rail Corporation Ltd.

Authorised Signatory
For _____(Lessee)

Witness:

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

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

ANNEXURE V

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we, (name of the bidder firm), having our registered office at..... do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms..... son /daughter of Shri and presently residing at who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for "RFP FOR LEASING OUT OPTICAL FIBRE CAPACITY BETWEEN JAIPUR METRO STATIONS" (RFP No.F.1(42)/JMRC/DCA/REVENUE/LEASING/OF/2015-16/ Dated:) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

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

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:

1. XXX

2. ABC

Note:

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

ANNEXURE – VI**FORMAT OF FINANCIAL BID**

RFP No. F.1(42)/JMRC/DCA/REVENUE/LEASING/OF/2015-16/

Dated:

RECURRING - RENTAL PAYABLE TO JMRC PER MONTH PER OPTICAL FIBRE

Lease Rent for Optical fibre, cable trays, Maintenance charges of optical fibre and supervision Charges for each fibre at Metro Station.

Contract No: F.1(42)/JMRC/DCA/REVENUE/LEASING/OF/2015-16/ dated

Bidder Name :				
PRICE SCHEDULE				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
THE RATES QUOTED SHALL BE INCLUSIVE OF ALL CHARGES & TAXES EXCEPT SERVICE TAXES WHICH SHALL BE CHARGED AS PER APPLICABLE RATES FROM TIME TO TIME)				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	13	53	55
1	Name of Pair of Stations			
1.01	Chandpole to Mansarovar Metro Station		0.00	INR Zero Only
1.02	Mansarovar to New Atish Market Metro Station		0.00	INR Zero Only
1.03	New Atish Market Station to Vivek Vihar Metro Station		0.00	INR Zero Only
1.04	Vivek Vihar to Shyam Nagar Metro Station		0.00	INR Zero Only
1.05	Shyam Nagar to Ram Nagar Metro Station		0.00	INR Zero Only
1.06	Ram Nagar to Civil Lines Metro Station		0.00	INR Zero Only
1.07	Civil Lines to Railway Metro Station		0.00	INR Zero Only
1.08	Railway Station to Sindhi Camp Metro Station		0.00	INR Zero Only
1.09	Sindhi Camp to Chandpole Metro Station		0.00	INR Zero Only
Total in Figures			0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only		

The rate quoted shall be inclusive of all charges & taxes except Service Tax which shall be charged as per applicable rates from time to time.

ANNEXURE – VII

**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(to be submitted by the bidder along with bid)**

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

Sir,

In accordance with your RFP for "RFP FOR LEASING OUT OPTICAL FIBRE CAPACITY BETWEEN JAIPUR METRO STATIONS" vide (**RFP No. F.1(42)/JMRC/DCA/REVENUE/LEASING/OF/2015-16/** **Dated:** M/s.

.....
(Name & full address of the firm) (hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said tender as mentioned in the RFP document.

It is a condition in the RFP document that the Bidder has to deposit Earnest Money amounting to Rs._____/ - (Rupees _____ only) in respect to the tender, with Jaipur Metro Rail Corporation, Jaipur (hereinafter referred to as "JMRC") by a Bank Guarantee from a Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity date (i.e.120 days from the last date of bid submission). It may be extended if required in concurrence with the bid validity.

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

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

JMRC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the JMRC to recover the said amount of Rs._____/-(Rupees_____ only) from us in manner aforesaid will not be precluded/affected, even if, disputes have been raised by the said M/s. (Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs._____/-(Rupees _____ only) and our guarantee shall remain in force till 30 days of the bid validity period i.e. 120 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

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

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

ANNEXURE-VIII

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSITS

(to be submitted by the successful bidder at the time of agreement)

- In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt _____ (hereinafter called the Selected Bidder) from the demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfillment by the Selected Bidder of the terms & conditions to be contained in a Contract Agreement for using leased optical fibres in Metro Stations of JMRC, Jaipur pursuant to the RFP No. **F.1(42)/JMRC/DCA/REVENUE/LEASING/OF/2015-16/**
- Dated:** _____ issued by JMRC for RFP FOR LEASING OUT OPTICAL FIBRE CAPACITY BETWEEN JAIPUR METRO STATIONS we, _____ (name of the Guaranteeing Bank, hereinafter referred to as "the Bank") at the request of _____ (Selected Bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. _____, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, _____ by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said Contract agreement or RFP, or against any penalty imposed by JMRC on the Selected Bidder on such grounds.
2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the Selected Bidder by JMRC, on account of breach by the Selected Bidder of any of the terms & conditions contained in the Contract Agreement or RFP or by reason of the Selected Bidder's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We _____ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded notwithstanding any disputes raised by the Selected Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Selected Bidder shall have no claim against us for making such payment.

4. We _____ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of **66 Months** from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and RFP have been fully and properly carried out by the Selected Bidder and accordingly discharges this guarantee.
5. We _____ (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the Contract agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the Selected Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Selected Bidder.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. The stamp papers of appropriate value shall be purchased in the name of the Agency.

3. The stamp paper of the appropriate value shall be purchased in Rajasthan jurisdiction only.
4. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

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

DRAFT FOR REFERENCE

ANNEXURE-IX

FORMAT OF BANK GUARANTEE FOR INSTALLATION SECURITY DEPOSIT

(to be submitted by the successful bidder at the time of agreement)

To:

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

WHEREAS _____

_____ (Name and address of the Agency) (hereinafter called "the Agency") has undertaken, in pursuance of (**RFP No.F.1(42)/JMRC/DCA/REVENUE/LEASING/OF/2015-16/** Dated "RFP FOR LEASING OUT OPTICAL FIBRE CAPACITY BETWEEN JAIPUR METRO STATIONS", (hereinafter called "the Agreement")

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

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

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

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

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

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

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

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

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

ANNEXURE – X

**ANNEXURE A TO ANNEXURE C AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013
DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN**

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest 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.

- i. 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. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. 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 Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

DRAFT FOR REFERENCE

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for
procurement
of..... in
response to their Notice Inviting Bids No
..... Dated I/we
hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act,
2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Managing Director, JMRC, JAIPUR.**

The designation and address of the Second Appellate Authority is **Chairman, JMRC, JAIPUR.**

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2)** The officer to whom an appeal is filed under para(1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3)** If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to be in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1
[See rule S3]

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement
Act, 2012**

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- (i)
- (ii)
- (iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
..... (Supported by an affidavit).

7.

Prayer:.....
.....

Place.....

Date

Appellant's Signature

ANNEXURE – XI

DETAILS OF EMD (BID SECURITY) SUBMITTED

(RFP No.F.1(42)/JMRC/DCA/REVENUE/LEASING/OF/2015-16/

Dated:

S. No.	Name of the Station	Avg. Distance (upto 2 digit)	EMD (Bid Security) Rs.	Whether quoted, Yes/No	Number of optical fibres bid for	EMD (Bid Security) Submitted Rs.	Details of EMD (Bid Security)
[A]	[B]	[C]	[D]	[E]	[F]	[G] = [D] X [F]	[H]
1.	Chandpole to Mansarovar Station	10.12	28575				
2.	Mansarovar to New Aatish Market	1.49	6743				
3.	New Aatish Market to Vivek Vihar	1.33	6344				
4.	Vivek Vihar to Shyam Nagar	1.05	5640				
5.	Shyam Nagar to Ram Nagar	0.79	4975				
6.	Ram Nagar to Civil Lines	1.35	6379				
7.	Civil Lines to Railway Station	1.76	7439				
8.	Railway Station to Sindhi Camp	1.35	6397				
9.	Sindhi Camp to Chandpole	1.00	5514				
Total EMD (Bid Security) Submitted (Rs.)							

Date:

Signature of bidder

Place:

Name

Designation:

Address: