



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Govt. of Rajasthan Undertaking)

e: 2nd Floor, Wing-A, Admin Building, Metro Depot,

Brighu Path, Mansarovar, Jaipur-302020

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Azadi Ka
Amrit Mahotsav

No. F.1 (R-257)/JMRC/DC/Rev/2023-24/CTCP-02/16/50

Dated


04 APR 2024

Amendment No.1**Leasing out Retail Space CTCP-02 (235.50 sqm) at Chhoti Chaupar Metro Station near Art Gallery (Jaipur Metro)****RFP No. F.1 (R-257)/JMRC/DC/Rev/2023-24/CTCP-02/ 16 Dated 14.03.2024
(UBN- JMR2324SLOB00184) (E-bid Id: 2024_JMRC_388767_1)**

The following amendments to the above-referred bid are being hereby issued:

S.N.	Bid Document	Clause reference	In place of	Please read as	Remarks
1.	RFP	Clause No. 11.1.1. & 11.1.3. of Draft Lease Agreement of RFP	Page-86	Page-86/1 (R1) & Page-86/2 (R1)	Clause 11.1.1., Amended and clause no.11.1.3. inserted
2.	RFP	Clause No. 11.2 of draft lease agreement of RFP	Page 86	Page-86/1 (R1) & Page-86/2 (R1)	Clause deleted

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

Encl.: Revised Page No 86/1 (R1) & 86/2 (R1) (2 pages)

**Executive Director (Corporate Affairs)
JMRC Limited**
Copy to:- 51-54 04 APR 2024

1. PS to Director (Corporate Affairs), JMRC- through e-mail
2. Tender Committee [GM (Op), GM (Fin.), JGM (Rev.)], JMRC
3. JE, IT Cell, JMRC- To upload the Amendment on respective portals/website.
4. Notice Board, JMRC Limited, Jaipur

10.8 Rights of JMRC on Termination

- 10.8.1 Notwithstanding anything contained in this Agreement, JMRC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Lessee and/or Sub-Lessee in connection with the Lease Space.
- 10.8.2 In cases of termination of Lease Agreement due to default of Lessee, JMRC shall have the exclusive rights to cut water supply, electricity, sewerage connection to the Lease Space and also legally enforce the eviction of Lessee from JMRC property.

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

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

11 DISPUTE RESOLUTION

11.1 Dispute Resolution

- 11.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Lease Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the ~~conciliation~~ procedure set forth in Clause 11.1.3.
- 11.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Lease Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 11.1.3 In the event of any dispute between the parties, either party may call upon an officer of the senior rank of the JMRC/lessor (Executive Director/Director) to assist the party in arriving at an amicable settlement thereof. Failing the settlement by the officer of senior rank of JMRC/Lessor or without the intervention of such officer of JMRC, either party may require such dispute to be referred to the next higher authority of JMRC (Managing Director) for amicable settlement, and upon such reference, the person shall meet no longer than 7 business days from the date of reference to discuss and attempt to amicably resolve the dispute.

11.2 ~~Conciliation~~ deleted

- ~~11.2.1 In the event of any Dispute between the Parties, either Party may call upon an officer of the senior rank of the JMRC/Lessor (Executive Director/Director) (the "Conciliator") to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing conciliation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the next higher authority of JMRC (Managing Director) for amicable settlement, and upon such reference, the said persons shall meet no later than 7 business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting~~

~~does not take place within the 7 business day period or the Dispute is not amicably settled within 15 business days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 business days of the notice in writing referred to in Clause 11.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to court in accordance with the provisions of Clause 11.3.~~

11.3 Jurisdiction of Courts

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