

Jaipur Metro Rail Corporation Limited

BIDDING DOCUMENT

For

**Leasing of Commercial Space (BICP-01) at Underground Floor (-1 Level) of
Badi Chaupar Metro Station (Jaipur Metro)**

RFP No. F.1(R-219)/JMRC/DC/Rev./2023-24/PD-BICP/11/6455

Dated 15/02/2024

(UBN- JMR2324SLOB00143) (E-bid Id: 2024_JMRC_381579_1)

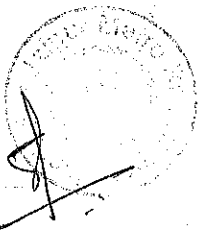
Reply to Pre-Bid Queries

&

Amendment No.1

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

**Office: 2nd Floor, Wing-A, Admin Building, Metro Depot,
Brighu Path, Mansarovar, Jaipur-302020**





JAIPUR METRO

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Date: 29/03/2024
29 APR 2024

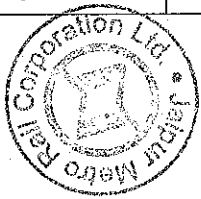
No.: F.1 (R-254)/JMRC/DC/REV./2023-24/PD-BICP (II)/3365

Pre-bid Clarification/ Amendment

RFP No. F.1 (R-219)/JMRC/DC/Rev./ 2023-24/PD-BICP/11/6455 dated 15/02/2024
(UBN- JMR2324SLOB00143) (E-bid Id: 2024_JMRC_381579_1)

The Pre-bid meeting for the RFP No. F.1 (R-219)/JMRC/DC/Rev./ 2023-24/PD-BICP/11/6455 dated 15/02/2024 for Leasing of Commercial Space (BICP-01) at Underground Floor (-1 Level) of Badi Chaupar Metro Station (Jaipur Metro) was held on 01.03.2024. In response to the queries, reply by JMRC is issued as hereunder:

S N	Ref. Clause of RFP	Page No.	Existing Clause as per RFP	Query/Clarification Sought	Reply of JMRC
1	Clause No. 2.2 b) (i) of RFP document (no clause reference mentioned by the bidder)	11 of 97	Net Worth: Bidder must have minimum net worth of Rs. 2.35 Crore as on March 31, 2023. <i>In case of Consortium Bidder, all members of the Consortium can meet Net Worth and Turnover criteria jointly.</i>	The required Net-worth is too high, please reconsider it	No Change. Please follow the existing RFP conditions.
2	Clause No. 13.15.1 of draft Lease Agreement of RFP (no clause reference mentioned by the bidder)	93 of 97	13.15. Registration of Agreement 13.15.1. Registration of Lease agreement shall be done within 60 days of signing of Agreement under the applicable laws and Lessee shall bear all fee/ charges/ stamp duty applicable to registration of Lease Agreement. Duly registered Lease Agreement and other documents shall be submitted to JMRC for records. Any amendment in the Lease Agreement, if required to be registered, shall also be registered within 60 days from the date of amendment and duly registered documents shall be submitted to	Charges for registration of Lease agreement and stamp duty, for the lease period 30 years are too high, this requires to get exempted or it may be charged in the form of cess on lease rent instead of	No Change. However, to update the reference referred in this clause, the clause no. 13.15.1. of draft Lease agreement of RFP document is amended as herein below: 13.15. Registration of Agreement 13.15.1. Registration of Lease agreement shall be done within 60 days of signing of Agreement under the applicable laws and Lessee shall

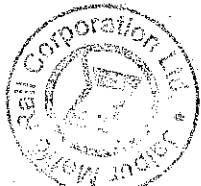




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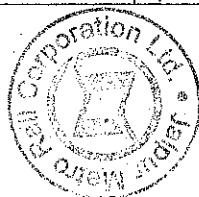
S N	Ref. Clause of RFP	Page No.	Existing Clause as per RFP	Query/Clarificati on Sought	Reply of JMRC
			JMRC for record. In case the registration of the Lease Agreement /amendment is not done within the 60 days of signing Lease Agreement/ amendment, it shall be treated as "Material Breach of Contract" in terms of Clause 10.2. Lessee shall be given 30 days time to cure the defaults of terms of clause 11.2. In case Lessee fail to remedy the default to the satisfaction of the JMRC within the cure period, JMRC may terminate the Lease agreement after expiry of cure period duly forfeiting the Performance Security/ any other amount paid by Lessee.	lumpsum payment in one trench	bear all fee/ charges/ stamp duty applicable to registration of Lease Agreement. Duly registered Lease Agreement and other documents shall be submitted to JMRC for records. Any amendment in the Lease Agreement, if required to be registered, shall also be registered within 60 days from the date of amendment and duly registered documents shall be submitted to JMRC for record. In case the registration of the Lease Agreement /amendment is not done within the 60 days of signing Lease Agreement/ amendment, it shall be treated as "Material Breach of Contract" in terms of Clause 10.2. Lessee shall be given 30 days time to cure the defaults of terms of clause 10.2. In case Lessee fail to remedy the default to the satisfaction of the JMRC within the cure period, JMRC may terminate the Lease agreement after expiry of cure period duly forfeiting the Performance Security/ any other amount paid by Lessee.
3	Clause No.29.1 of Annexure-1 to RFP document	49, 58, 67,7 1, 72	Rent-Free Grace Period/Moratorium Period: 29.1 For carrying out furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose,	Monetarism period provisioned is very small it should be	In view of large size of retail space, location of retail space and quantum of work required to make the space useable, Rent-Free Grace Period/ Moratorium Period from





S N	Ref. Clause of RFP	Page No.	Existing Clause as per RFP	Query/Clarificati on Sought	Reply of JMRC
	(no clause reference mentioned by the bidder)	& 74 of 97	Lessee shall be permitted for rent free grace period of 150 days commencing from the date of issue of Notice to Proceed (NTP). (Referred as “ Rent Free Grace Period ” OR “ Moratorium Period ”).	minimum of 365 days	<p>the date of issuance of NTP has been considered as 270 days.</p> <p>Consequently, clause no. 29.1 & other relevant clauses of Annexure-1 & draft Lease agreement of RFP document are amended as herein below:</p> <p>29.1 For carrying out furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose, Lessee shall be permitted for rent free grace period of 270 days commencing from the date of issue of Notice to Proceed (NTP). (Referred as “Rent-Free Grace Period” OR “Moratorium Period”).</p> <p>Amendments in relevant clauses of Annexure-1</p> <p>2.1 Lease granted under the Lease Agreement shall be valid for a period of 30 Years (“Lease Period”) starting from 271st day from the date of issuance of Notice to Proceed (NTP) in accordance with terms and conditions set forth in this RFP document and consequential Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years on the same terms & conditions.</p> <p>3.1 There will be initial lock-in period of 2 years from 271st day of</p>

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 Amrit Mahotsav

S N	Ref. Clause of RFP	Page No.	Existing Clause as per RFP	Query/Clarificati on Sought	Reply of JMRC
					<p>issue of Notice to Proceed (NTP). Vacation of Commercial Space before expiry of initial lock-in period of 2 years shall be treated as Lessee's event of default and termination proceeding shall be initiated accordingly.</p> <p>30.1 Lessee, within 25 days of issuance of LOA and before signing of Lease Agreement, shall deposit first quarterly installment of Lease Rent i.e. amount equivalent to 3 months approved Lease Rent, Maintenance Charges and other recurring charges (if any) to JMRC for first quarter, period of which shall start after completion of Rent-Free Grace Period/Moratorium Period of 270 days.</p> <p>30.2 For example, if Notice to Proceed (NTP) is issued on April 01, then April 01 to December 26 will be Rent Free Grace Period for which no Lease Rent shall be applicable and the First Quarterly Installment of Lease Rent paid before signing of Lease Agreement shall be for the period of December 27 to March 26.</p> <p>Amendments in relevant clauses of Draft Lease agreement -</p>





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					<p>1.1.1 Definitions</p> <p>“Lease Period” means a period of 30 years starting from 271st day of issue of Notice to Proceed (NTP) in accordance with the terms and conditions set forth in this Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years on the same terms & conditions.</p> <p>“Rent Free Grace Period” OR “Moratorium Period” means the period of 270 days from the date of issue of Notice to Proceed (NTP) for carrying out the furnishing, fabrication & installation works to make the Commercial Space useable for commercial/ retail purpose.</p> <p>2.2.1. Lease granted under the Agreement shall be valid for a period of 30 Years (“Lease Period”) starting from 271st day of issue of Notice to Proceed (NTP) in accordance with terms and conditions set forth in this RFP document and consequential Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years on the same terms & conditions.</p>



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					<p>2.4.1 There will be initial lock-in period of 2 years from 271st day of issuance of Notice to Proceed (NTP). Vacation of Commercial Space before expiry of initial lock-in period of 2 years shall be treated as Lessee's event of default and termination proceeding shall be initiated accordingly.</p> <p>3.2.1 For carrying out furnishing, fabrication & installation works to make the Commercial Space useable for commercial/ retail purpose, Lessee shall be permitted for rent free grace period of 270 days commencing from the date of issue of Notice to Proceed (NTP). (Referred as "Rent-Free Grace Period" OR "Moratorium Period").</p> <p>3.3.1 Lessee, within 25 days of issue of LOA and before signing of Lease Agreement, shall deposit first quarterly installment of Lease Rent i.e. amount equivalent to 3 months approved Lease Rent, Maintenance Charges and other recurring charges (if any) to JMRC for first quarter in advance, period of which shall start after completion of Rent-Free Grace</p>



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					<p>Period/ Moratorium Period of 270 days.</p> <p>3.3.2 For example, if Notice to Proceed (NTP) is issued on April 01, then April 01 to December 26 will be Rent Free Grace Period for which no Lease Rent shall be applicable and the First Quarterly Instalment of Lease Rent paid before signing of Lease Agreement shall be for the period of December 27 to March 26.</p>
4	Clause No. 23.2 and 23.3 of Annexure-1 to RFP document (no clause reference mentioned by the bidder)	56 of 97	<p>Advertisement Rights/ Display boards/ Signages inside Lease Space:</p> <p>23.2. At each of the entry/exit at concourse level, Lessee shall be allowed to put one signage of suitable size displaying the name of Lessee or name of commercial venture, etc. for Lease Space. The size and space of the signage at each of the entry/exit at concourse level will be demarcated/ approved by the JMRC/ Lessor.</p> <p>23.3. Additional space for advertising purpose to promote the business can be provided subject to availability and feasibility as per JMRC norms & procedures on chargeable basis.</p>	<p>A big size signage on the entry Gate should be allowed minimum to 20x12 feet</p>	<p>Provision for signage of suitable size is already exists in the RFP.</p> <p>Please follow the existing RFP conditions.</p>



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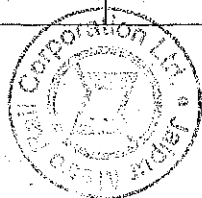
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5	Clause No. 27.1 of Annexure-1 to RFP document (no clause reference mentioned by the bidder)	57 of 97	Maintenance Charge: 27.1. Lessee shall be required to pay Maintenance Charges of Rs. 20,000 per month + applicable GST on quarterly basis in advance to Lessor for the maintenance of common area and common facilities (lift, escalator, staircase, etc.).	Since the maintenance of space is on lessee part the proposed maintenance charges 20000 does not justify	No Change. Please follow the existing RFP conditions.
6	Clause No.1.4.1 of RFP document (no clause reference mentioned by the bidder)	9, 10 of 97	Schedule of bidding process: Start Date & Time for Online Submission of Bid: From: 11.03.2024 (14:00 Hrs.) End/Last Date & Time for Downloading RFP document: Upto: 28.03.2024 (15:00 Hrs.) End/ Last Date & Time for Online Submission of Bid (Bid Due Date): Upto: 28.03.2024 (18:00 Hrs.)	The given time for bidding is short	Already extended the bidding schedule up to 15.05.2024. Please refer corrigendum-03 issued for referred RFP.
7	Clause No. 13, 15, 22 of Annexure-1 to RFP document (no clause reference mentioned by the bidder)	54, 56 of 97	Water Supply: 13.1. Lessee needs to take water supply connection from the PHED. JMRC shall facilitate assistance if any, for water connection from PHED, however, all arrangement shall be done by the lessee at their own cost. In this case water storage area shall be constructed at the place suggested / demarcated/ approved by JMRC on chargeable basis subject to availability of space. JMRC shall provide Water connection required	Considering the infrastructural conditions of the space sewages, firefighting and water supply arrangements can managed only by JMRC, please consider the same changes accordingly	No Change. Please follow the existing RFP conditions.



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			<p>for commercial/ contractual activities till the time connection is not provided by PHED subject to its technical feasibility and availability of water on chargeable basis. Lessee may require to install additional equipment's and to do other associated works as per JMRC approval at its own cost under the supervision of JMRC. Lessee has to pay the applicable charges and security deposits, as measured and decided by JMRC. Monthly billing shall be done as per applicable guidelines of PHED. Lessee shall have to pay the bill amount within seven days of issue of bill, failing which the water connection shall be disconnected.</p> <p>Sewerage Connection</p> <p>15.1. JMRC has connected its drainage & sewerage line with Nagar Nigam Jaipur sewerage line.</p> <p>15.2. Provision for Toilet facility is not available at the commercial space. The Lessee shall set up their own washrooms and toilet facility inside the premises at its own cost subjected to technical feasibility.</p> <p>15.3. Lessee needs to install drainage & sewerage system in the commercial lease space and integrate the same with the drainage and sewage disposal system of JMRC at their own cost with due approval of JMRC as per technical feasibility.</p> <p>15.4. JMRC shall facilitate and provide</p>		





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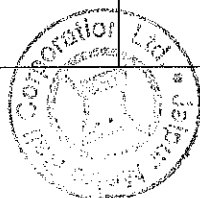
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			<p>necessary support for integration of drainage and sewage system of lease space with its own drainage and sewage disposal system.</p> <p>Fire Safety Installations</p> <p>22.1. Lessee shall install the required fire fighting and fire detection system as per applicable standards & norms along with all accessories inside the leased space and shall be responsible for custody, operation and maintenance of the same. JMRC shall provide water supply for fire fighting system. The fire fighting and fire detection system thus installed shall be integrated with existing system of JMRC for which JMRC shall facilitate, however fitting component, sub component required, if any, shall be provided by the Lessee for integration. Any required modification/changes/installation will be done under JMRC supervision, by Lessee at its own cost.</p> <p>Lessee should be responsible for attending fire hazards/ alarms/ failure related to firefighting system and electrical system in the leased area round the clock.</p> <p>22.2. Lessee shall be responsible for equipping the Lease Space with fire extinguishers, sprinklers, fire exit signages, public address system, hooters, smoke detectors, heat detectors, temperature detectors, fire escape route with proper display, etc. as per applicable municipal norms. Lessee shall connect water supply to fire sprinklers from centralized water supply of JMRC for fire installations.</p>		



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8	Clause No.31 of Annexure-1 to RFP document (no clause reference mentioned by the bidder)		<p>Payment of Success Fee:</p> <p>31.1. Selected Bidder, within 25 days of issuance of LOA and before signing of Lease Agreement, shall make payment of Success Fee + applicable GST to M/s PDCOR Limited (transaction advisor to JMRC for this Contract). Success Fee shall be 1% of Net Present Value (NPV) of minimum approved Lease Rent to be paid by Lessee to JMRC for the entire Lease Period of 30 Years after factoring 6% annual escalation in Lease Rent. The discounting rate for calculating NPV shall be @ 15% for an initial Lease Period of 30 Years and the extendable period shall be ignored.</p>	<p>The lumpsum succession fees provisioned on the part of lessee does not justify because the consultant work only for JMRC. No facilitation for lessee.</p>	<p>No Change.</p> <p>Please follow the existing RFP conditions.</p>
9	Clause No. 11.1., 11.2. and 11.3. of draft Lease agreement of RFP	88, 89 of 97	<p>11.1. Dispute Resolution</p> <p>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</p>		<p>In compliance to Latest Directions of GoR pertaining to arbitration clause issued vide order F.3(1) Finance/GF & AR/2020 Jaipur dated 29.01.2024, the clause no. 11.1., 11.2. and 11.3. of draft lease agreement has been amended/updated as per given below:</p> <p>11.1. Dispute Resolution</p> <p>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,</p>





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			<p>(the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 11.2.</p> <p>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.</p>		<p>be attempted to be resolved amicably in accordance with the procedure set forth in Clause 11.1.3.</p> <p>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.</p> <p>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 Parties 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 said persons shall meet not later than 7 business days from the date of reference to discuss and attempt to amicably resolve the Dispute.</p>



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			<p>11.2. Conciliation</p> <p>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 arbitration in accordance with the provisions of Clause 11.3.</p> <p>11.3 Arbitration</p> <p>11.3.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 11.2, shall be finally decided by reference to</p>		<p>11.2. Deleted</p> <p>11.3. Deleted</p>





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			<p>arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat and venue of such arbitration shall be Jaipur, and the language of arbitration proceedings shall be English.</p> <p>11.3.2. The sole arbitrator shall be appointed by JMRC. In the event of disagreement between the Parties, the appointment of arbitrator shall be made in accordance with Arbitration and Conciliation Act, 1996.</p> <p>11.3.3. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 11 shall be final and binding on the Parties as from the date it is made, and the Contractor and the JMRC agree and undertake to carry out such Award without delay.</p> <p>11.3.4. Lessee and the JMRC agree that an Award may be enforced against the Lessee and/or the JMRC, as the case may be, and their respective assets wherever situated.</p> <p>11.3.5. Lease Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. However, on termination notice or order, JMRC is free to invite fresh bids for leasing the said space. In this case, those terms which are supposed to</p>		



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			survive the termination, can only remain in force.		

Enclosed: Amendment-1

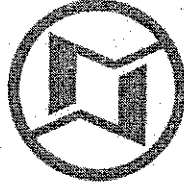
This Pre-bid Clarification/ Amendment shall be integral part of the RFP document. All other term & condition of the RFP shall remain same. Therefore, bidders are required to submit a signed copy of this clarification/ amendment along with the technical bid to be submitted online.

This is issued with the approval of competent authority.

(Sanjay Bansal)

Executive Director (Corp. Affairs)





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**Leasing of Commercial Space (BICP-01) at Underground Floor (-1 Level) of
Badi Chaupar Metro Station (Jaipur Metro)**

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Dated 15/02/2024

(UBN- JMR2324SLOB00143) (E-bid Id: 2024_JMRC_381579_1)

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No.:- F.1 (R-254)/JMRC/DC/REV./2023-24/PD-BICP (II)/ 366

Date: 29 APR 2024

AMENDMENT No.1

Leasing of Commercial Space (BICP-01) at Underground Floor (-1 Level) of Badi Chaupar Metro Station (Jaipur Metro)

**RFP No. F.1(R-219)/JMRC/DC/Rev./2023-24/PD-BICP/11/6455 dated 15/02/2024
(UBN- JMR2324SLOB00143) (E-bid Id: 2024_JMRC_381579_1)**

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

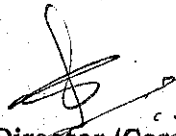
S.N.	Bid Document	Clause reference	In place of	Please read as	Remarks
1	RFP	Clause No. 2.1. & 3.1. of Annexure-1 to RFP document (Scope of Lease)	Page-49	Page-49-R1	Clause amended
2	RFP	Clause No. 29.1., 30.1. & 30.2. of Annexure-1 to RFP document (Scope of Lease)	Page-58	Page-58-R1	Clause amended
3	RFP	Clause No. 1.1.1. of Draft Lease Agreement of RFP	Page-67	Page-67-R1	Definition of "Lease Period" & "Rent Free Grace Period" amended
4	RFP	Clause No. 2.2.1. of Draft Lease Agreement of RFP	Page-71	Page-71-R1	Clause amended
5	RFP	Clause No. 2.4.1. of Draft Lease Agreement of RFP	Page-72	Page-72-R1	Clause amended
6	RFP	Clause No. 3.2.1., 3.3.1. & 3.3.2. of Draft Lease Agreement of RFP	Page-74	Page-74-R1	Clause amended
7	RFP	Clause No. 11.1.1. & 11.1.3. of Draft Lease Agreement of RFP	Page-88	Page-88-R1	Clause 11.1.1., Amended and clause no.11.1.3. inserted
8	RFP	Clause No. 11.2 of draft lease agreement of RFP	Page 88	Page 88-R1	Clause deleted
9	RFP	Clause No. 11.3 of draft lease agreement of RFP	Page 89	Page 89-R1	Clause deleted
10	RFP	Clause No. 13.15. of draft lease agreement of RFP	Page 93	Page 93-R1	Clause amended

Note: All further updates, if any, will be available only on procurement portal (<https://eproc.rajabsthan.gov.in>, <https://sppp.rajabsthan.gov.in>) of the state and/or



www.jaipurmetrorail.in, therefore interested parties are advised to visit these websites regularly.

Encl.: Revised Page No 49-R1, 58-R1, 67-R1, 71-R1, 72-R1, 74-R1, 88-R1, 89-R1 & 93-R1 of RFP document (Total 9 Pages)



**Executive Director (Corporate Affairs)
JMRC Limited**

Copy to following for Information & N/a:-

1. Director (Corporate Affairs), JMRC
2. Tender Committee [EDCA, EDTEM, GM (Fin.)], JMRC
3. Standing committee [EDCA, EDTEM, GM (Civil), GM (Fin.)], JMRC
4. JE, IT Cell, JMRC
5. Notice Board, JMRC Limited, Jaipur

**Executive Director (Corporate Affairs)
JMRC Limited**

2. Lease Period

- 2.1. Lease granted under the Lease Agreement shall be valid for a period of 30 Years ("Lease Period") starting from 271st day from the date of issuance of Notice to Proceed (NTP) in accordance with terms and conditions set forth in this RFP document and consequential Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years on the same terms & conditions.
- 2.2. Lessee, at least 180 days before expiry of original Lease Period (i. e. 30 Years), shall submit request for extension of Lease Period on the same terms & conditions. In case Lessee is not interested in extension of Lease Period, then also Lessee shall convey its intention for not extending the Lease Period so that JMRC can initiate fresh process of leasing the Commercial Space.

3. Lock-in Period

- 3.1. There will be initial lock-in period of 2 years from 271st day of issue of Notice to Proceed (NTP). Vacation of Commercial Space before expiry of initial lock-in period of 2 years shall be treated as Lessee's event of default and termination proceeding shall be initiated accordingly.
- 3.2. In case Lessee intends to vacate the Leased Space immediately on completion of lock-in period of 2 years, then it shall give a notice of termination of at least 180 days before expiry of initial lock-in Period and deposit all due/pending payment as well as any amount to be paid till the time of termination to JMRC along with notice of termination.
- 3.3. After 2 years of lock-in period, Lessee shall have option to exit from Lease Agreement after giving notice of at least 180 days and payment of all due /pending payment as well as any amount to be paid till the time of termination to JMRC along with notice of termination.

4. Sub-Leasing

- 4.1. Lessee shall have the right to use the Leased Space for its business/ commercial venture as specified in RFP document or can sub-lease the full or part of the Commercial Space to another end user ("Sub-Lessee"). However, Sub-Lessee shall not be allowed to further sublet/sub lease/ sub license any part of Commercial Space.
- 4.2. Duration of any sub-leasing of Commercial Space shall not be more than Lease Period. Sub-leasing of any part of Commercial Space shall be terminated simultaneously with the termination of Lease Agreement. Sub-leasing shall be subject to and Lessee shall ensure that, Sub-lessee shall adhere with all terms of the Lease Agreement to be signed between JMRC and the Lessee.
- 4.3. For JMRC/ Lessor, Lessee shall be the only point of contact/ party to the Lease Agreement for all the matters relating to leasing of the Commercial Space.
- 4.4. Lessee shall be required to prepare the sub-leasing agreement format and get it vetted by JMRC at once. Lessee shall use that format as base document to execute all sub-leasing agreement with prospective Sub-lessees during the entire duration of Lease. In case, Lessee wish to make any changes in the previously vetted sub-leasing agreement format, Lessee need to get vetted the modified format again by JMRC.
- 4.5. Within 30 days of sub-leasing of any part of Commercial Space, Lessee shall be required to inform the JMRC about sub-leasing in the specified format (to be provided by JMRC).

- 28.5. Any representation or any request by the Lessee shall only be entertained if the Lessee pays 100% dues as per issue/ demand with applicable interest.
- 28.6. In no case, payments shall be allowed to remain outstanding for a maximum period of three months. If at any stage, the dues remain outstanding for the period of more than three months, the Lease Agreement may be terminated by an order which will be effective immediately and forfeiture of Performance Security without prejudice to other rights and actions as provided in the Lease Agreement.
- 28.7. In case of payment of Lease rent and other charges electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC in the format prescribed at Schedule - B within 2 days of making such payment(s) for reconciliation purpose(s).
- 28.8. The responsibility of all utility bills including electricity supply bills, water supply bills and any other bills for Lease Space to the respective authority and adhering with the concerned rules/act shall rest with Lessee. JMRC shall not be responsible in any manner for lapses of payment on part of the Lessee.

29. Rent-Free Grace Period/Moratorium Period

- 29.1. For carrying out furnishing, fabrication & installation works to make the Commercial Space usable for commercial/retail purpose, Lessee shall be permitted for rent free grace period of 270 days commencing from the date of issue of Notice to Proceed (NTP). (referred as "**Rent-Free Grace Period**" OR "**Moratorium Period**").
- 29.2. Applicability of Lease Rent, Maintenance Charges and other recurring charges (if any) shall be after completion of Rent-Free Grace Period/ Moratorium Period only subject to payment of first quarterly Installment of Lease Rent, Maintenance Charges and other recurring expenses (if any) by Lessee to JMRC before signing of Lease Agreement for 1st quarter after completion of Rent-Free Grace Period. However, the Lessee shall be liable to pay all the utility bills for Lease space at actuals during the Moratorium period for the utility services provided by JMRC or any other respective agency.
- 29.3. There shall be no relaxation in chargeability of Lease Rent, Maintenance Charges and other recurring expenses (if any) after expiry of Rent-Free Grace Period/ Moratorium Period, even if more time is required by Lessee to complete the furnishing, fabrication and installation works.
- 29.4. In case Lessee completes all furnishing, fabrication and installation works and commences commercial operations even before expiry of Rent-Free Grace Period/ Moratorium Period, then also chargeability of Lease Rent, Maintenance Charges and other recurring expenses shall be after expiry of Rent-Free Grace Period only.

30. Payment of First Quarterly Installment of Lease Rent

- 30.1. Lessee, within 25 days of issuance of LOA and before signing of Lease Agreement, shall deposit first quarterly installment of Lease Rent i.e. amount equivalent to 3 months approved Lease Rent, Maintenance Charges and other recurring charges (if any) to JMRC for first quarter, period of which shall start after completion of Rent-Free Grace Period/Moratorium Period of 270 days.
- 30.2. For example, if Notice to Proceed (NTP) is issued on April 01, then April 01 to December 26 will be Rent Free Grace Period for which no Lease Rent shall be applicable and the First Quarterly Installment of Lease Rent paid before signing of Lease Agreement shall be for the period of December 27 to March 26.

"Lease Period" means a period of 30 years starting from 271st day of issue of Notice to Proceed (NTP) in accordance with the terms and conditions set forth in this Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years on the same terms & conditions.

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

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

"Rent Free Grace Period" OR "Moratorium Period" means the period of 270 days from the date of issue of Notice to Proceed (NTP) for carrying out the furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose.

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

"Sub-Leasing" mean further leasing of any part of Commercial Space by Lessee to a legal entity in accordance with the provision of Contract Agreement;

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

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

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

1.2. Interpretation

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

- a) References to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) References to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) References to a **"person"** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government,



- c) Pay to the JMRC the Lease Rent, Maintenance Charges and other charges (agreed by JMRC) for lease of Commercial Space for the entire Lease Period as per payment schedule mentioned in this Agreement.

- 2.1.2. The Lessee shall not be entitled to use or allow the use of the Lease Space, by the Sub-Lessee or any other person, other than the purpose stated in Clause 4.3.2.
- 2.1.3. JMRC may at its sole discretion, subject to availability and technical feasibility and if the same will not in any manner affect the operation of the other activities of JMRC, provide additional area to the Lessee at designated places for installation of utilities and services such as transformers, meter, power back system, chiller plant, water storage tank, AC outdoor units etc on commercial terms mentioned in this Agreement.
- 2.1.4. Nothing contained herein, including the act of granting permission to develop the Lease Space and to sub-lease the use of the developed Lease Space or any part thereof shall vest or create any proprietary interest in the Lease Space or any part thereof including any permanent fixtures, fittings, etc. installed in the Lease Space in favour of the Lessee or any Sub-Lessee or any part thereof or any other person claiming through or under the Lessee or Sub-Lessee. The Lessee shall not in any manner sell, transfer, assign, mortgage, charge, create any lien or otherwise encumber or deal with the Lease Area in any manner except Sub-Lease the use of the Lease Area as provided under Clause 2.1.1 above. The Lessee acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement and shall duly bind the Sub-Lessee to whom any Lease or authorization is given for use of the Lease Space.

2.2. Lease Period

- 2.2.1. Lease granted under the Agreement shall be valid for a period of 30 Years ("**Lease Period**") starting from 271st day of issue of Notice to Proceed (NTP) in accordance with terms and conditions set forth in this RFP document and consequential Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years on the same terms & conditions.
- 2.2.2. Lessee, at least 180 days before expiry of original Lease Period (i. e. 30 Years), shall submit request for extension of Lease Period on the same terms & conditions. In case Lessee is not interested in extension of Lease Period, then also Lessee shall convey its intention for not extending the Lease Period so that JMRC can initiate fresh process of leasing the Commercial Space.
- 2.2.3. Within 30 days of expiry of original Lease Period or termination before end of Lease Period, as may be applicable, Lessee shall handover the vacant possession of Commercial Space to the JMRC in its original condition (except normal wear and tear) as provided by JMRC at the time of award of Contract after removing all moveable items, furniture, fixtures, panels, equipments, etc. In case of failure of handing over the Commercial Space in its original condition within the stipulated time mentioned above, JMRC reserves the right to seek exemplary damages and compensation from Lessee for removing Lessee's fixtures and other items in Leased Space. JMRC may also confiscate Lessee's assets at Leased Space or sale of such assets/ items to recover damages/ penalty in case Lessee does not remove such items within the stipulated time as communicated by JMRC/Lessor.

2.3. Sub-Leasing

- 2.3.1. Lessee shall have the right to use the Lease Space for its business/ commercial venture as specified in Clause 4.3.2 or can sub-lease full or part of the Commercial Space to another end user ("**Sub-Lessee**"). However, Sub-Lessee shall not be allowed to further sublet/sub lease/ sub license any part of Commercial Space.

- 2.3.2. Duration of any sub-leasing of Commercial Space shall not be more than Lease Period. Sub-leasing of any part of Commercial Space shall be terminated simultaneously with the termination of Lease Agreement. Sub-leasing shall be subject to and Lessee shall ensure that, Sub-lessee shall adhere with all terms of the Lease Agreement to be signed between JMRC and the Lessee.
- 2.3.3. For JMRC/ Lessor, Lessee shall be the only point of contact/ party to the Lease Agreement for all the matters relating to leasing of the Commercial Space.
- 2.3.4. Lessee shall be required to prepare the sub-leasing agreement format and get it vetted by JMRC at once. Lessee shall use that format as base document to execute all sub-leasing agreement with prospective Sub-lessees during the entire duration of Lease. In case, Lessee wish to make any changes in the previously vetted sub-leasing agreement format, Lessee need to get vetted the modified format again by JMRC.
- 2.3.5. Within 30 days of sub-leasing of any part of Commercial Space, Lessee shall be required to inform the JMRC about sub-leasing in the specified format (to be provided by JMRC).
- 2.3.6. Lessee shall indemnify, defend, save and hold harmless the JMRC/ Lessor and its officers, servants, agents against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Lessee of any of its obligations under this Agreement or any related agreement or Applicable Laws or from any negligence of the Lessee under contract or tort or on any other ground whatsoever.
- 2.4. Lock-in Period**
- 2.4.1. There will be Initial lock-in period of 2 years from 271st day of issuance of Notice to Proceed (NTP). Vacation of Commercial Space before expiry of initial lock-in period of 2 years shall be treated as Lessee's event of default and termination proceeding shall be initiated accordingly.
- 2.4.2. In case Lessee intends to vacate the Lease Space immediately on completion of lock-in period of 2 years, then it shall give a notice of termination of at least 180 days before expiry of initial lock-in Period and deposit of all due/ pending payment as well as any amount to be paid till the time of termination to JMRC along with notice of termination..
- 2.4.3. After 2 years of lock-in period, Lessee shall have option to exit from Lease Agreement after giving of notice of at least 180 days and payment of all dues/pending payment as well as any amount to be paid till the time of termination to JMRC along with notice of termination.

3. CONSIDERATION TO JMRC

3.1. Consideration

- 3.1.1. In consideration of the rights, privileges and interests granted by JMRC to the Lessee in terms of this Agreement, the Lessee shall pay the following amounts to JMRC in addition to the due performance of all other obligations, responsibilities and liabilities assumed by the Lessee under this Agreement:

- i. **Lease Rent:** Lease Rent of Rs. (Per Month Per Sqm Lease Rent approved by JMRC X Lease Area i.e. approximate 4982.06 Sqm + applicable GST or any other tax, surcharge which shall be paid by Lessee on quarterly basis in advance,



- 3.1.8. The responsibility of all utility bills including electricity supply bills, water supply bills and any other bills for Lease Space to the respective authority and adhering with the concerned rules/act shall rest with Lessee. JMRC shall not be responsible in any manner for lapses of payment on part of the Lessee.

3.2. Rent Free Grace Period/ Moratorium Period

- 3.2.1. For carrying out furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose, Lessee shall be permitted for rent free grace period of 270 days commencing from the date of issue of Notice to Proceed (NTP), (referred as "Rent-Free Grace Period" OR "Moratorium Period").
- 3.2.2. Applicability of Lease Rent, Maintenance Charges and other recurring charges (if any) shall be after completion of Rent-Free Grace Period/ Moratorium Period only subject to payment of first quarterly installment of Lease Rent, Maintenance Charges and other recurring expenses (if any) by Lessee to JMRC before signing of Lease Agreement for 1st quarter after completion of Rent Free Grace Period. However, the Lessee shall be liable to pay all the utility bills for Lease space at actuals during the Moratorium period for the utility services provided by JMRC or any other respective agency.
- 3.2.3. There shall be no relaxation in chargeability of Lease Rent, Maintenance Charges and other recurring expenses (if any) after expiry of Rent Free Grace Period/ Moratorium Period, even if more time is required by Lessee to complete the furnishing, fabrication and installation works.
- 3.2.4. In case Lessee completes all furnishing, fabrication and installation works and commences commercial operations even before expiry of Rent Free Grace Period/ Moratorium Period, then also chargeability of Lease Rent, Maintenance Charges and other recurring expenses shall be after expiry of Rent Free Grace Period only.
- 3.2.5. Any delay in getting necessary applicable clearances/ approval from concerned respective agencies/ competent authorities before operation at the Lease Space shall not extend the duration of Moratorium period.

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

- 3.3.1. Lessee, within 25 days of issue of LOA and before signing of Lease Agreement, shall deposit first quarterly installment of Lease Rent i.e. amount equivalent to 3 months approved Lease Rent, Maintenance Charges and other recurring charges (if any) to JMRC for first quarter in advance, period of which shall start after completion of Rent-Free Grace Period/ Moratorium Period of 270 days.
- 3.3.2. For example, if Notice to Proceed (NTP) is issued on April 01, then April 01 to December 26 will be Rent Free Grace Period for which no Lease Rent shall be applicable and the First Quarterly Installment of Lease Rent paid before signing of Lease Agreement shall be for the period of December 27 to March 26.

4. LEASE SPACE DEVELOPMENT AND OPERATIONS

4.1. Entry to the Commercial/ Lease Space for Work

- 4.1.1. JMRC shall allow the Lessee access to the Commercial/ Lease Space for undertaking the Contract immediately from the date of execution of the Lease Agreement. In case such

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 Parties 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 said persons shall meet no later 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 arbitration in accordance with the provisions of Clause 11.3.~~

11.3. Arbitration Deleted

- ~~11.3.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 11.2, shall be finally decided by reference to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat and venue of such arbitration shall be Jaipur, and the language of arbitration proceedings shall be English.~~



- ~~11.3.2. The sole arbitrator shall be appointed by JMRC. In the event of disagreement between the Parties, the appointment of arbitrator shall be made in accordance with Arbitration and Conciliation Act, 1996.~~
- ~~11.3.3. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 11 shall be final and binding on the Parties as from the date it is made, and the Contractor and the JMRC agree and undertake to carry out such Award without delay.~~
- ~~11.3.4. Lessee and the JMRC agree that an Award may be enforced against the Lessee and/or the JMRC, as the case may be, and their respective assets wherever situated.~~
- ~~11.3.5. Lease Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. However, on termination notice or order, JMRC is free to invite fresh bids for leasing the said space. In this case, those terms which are supposed to survive the termination, can only remain in force.~~
- 11.4. Jurisdiction of Courts**
- 11.4.1. Where recourse to a Court is to be made in respect of any matter, the court at Jaipur (Rajasthan) shall have the exclusive jurisdiction to try all disputes between the parties.

12. REPRESENTATIONS AND WARRANTIES, DISCLAIMER

12.1. Representations and Warranties of the Lessee

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

- 12.1.1. It is duly organized, validly existing and in good standing under the laws of India;
- 12.1.2. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 12.1.3. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- 12.1.4. It has the financial standing and capacity to undertake the development of LeaseSpace;
- 12.1.5. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 12.1.6. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Memorandum and Articles of Association of the Lessee or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Lessee is a party or by which Lessee or any of its properties or assets are bound or affected;
- 12.1.7. There are no actions, suits, proceedings or investigations pending or to the Lessee's knowledge threatened against the Lessee at law or in equity before any Court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Lessee Event of Default or which individually or in the aggregate may result in a Material Adverse Effect;



Lessee also agrees that the JMRC shall not be liable for any accident/ injury or claims of the workers/ employees during the execution of the developmental works under this Agreement and the Lessee hereby indemnifies and undertakes to keep JMRC indemnified in respect of the same.

13.13. Encroachment

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

13.14. Supplementary Agreement

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

13.15. Registration of Agreement

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

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

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