



Jaipur Metro Rail Corporation Limited

BIDDING DOCUMENT

For

**Development of Parking Land adjacent to Civil Lines Metro
Station of JMRC (Jaipur Metro)**

RFP No. F.1 (R-169)/JMRC/DC/Rev./20-21/CLJP/01

Dated 16.07.2024

(UBN – JMR2425SLOB00047) (E-bid Id: 2024_JMRC_406054_1)

Reply to Pre-Bid Queries

&

Addendum 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 Rail Corporation Limited

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JAIPUR METRO

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Website: www.jaipurmetrorail.in, Email: edca@jaipurmetrorail.in



F.1 (R-169)/JMRC/DC/Rev./20-21/CLJP/2897

Dated 10 8 AUG 2024

Pre-bid Clarification/Addendum

RFP No. F.1 (R-169)/JMRC/DC/Rev./20-21/CLJP/01 dated 16.07.2024

(UBN - JMR2425SLOB00047) (E-bid Id: 2024_JMRC_406054_1)

The Pre-bid meeting for the RFP No. F.1 (R-169)/JMRC/DC/Rev./20-21/CLJP/01 dated 16.07.2024 for “Development of Parking Land adjacent to Civil Lines Metro Station of JMRC (Jaipur Metro)” was held on 26.07.2024. In response to the queries, reply by JMRC is issued as hereunder:

S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
1.	1.2	Getting approvals from various authorities-itself is a time consuming task, Request to kindly change the moratorium period to 02 years or the moratorium period of 01 year shall start after the receipt of all the approvals from various authorities	Clause 1.2.1 at page no. 9 of RFP: 365 days (one year) from the date of signing of lease agreement.	No change Please follow the existing Bid conditions.
2.	1.38	request to kindly change 15% increase after 03 years to 15% increase after every 05 years.	Clause 1.3.8 at page no. 13 of RFP: The Annual Lease Premium accepted for the Selected Bidder shall be escalated after every 3 (three) years at the rate of 15% (fifteen percent) on a compounding basis during the entire Lease Period post moratorium.	No change Please follow the existing Bid conditions.
3.	2.2.8(f)	point (IV) of this clause id represented below "In case of JV/Consortium, change in constituton or percentge participation shall not be permitted at	Clause 2.3.8 (f)(iv) at page no. 23 of RFP: In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any	No change Please follow the existing Bid conditions.



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC									
		any bidding stage after their submission of bid otherwise the bid shall be treated as non-responsive" we request you to kindly add "that in case of unavoidable circumstances beyond the control of the bidder, the change in constitution or percentage participation is permitted only post signing of the bid with due approval from the authority."	bidding stage after their submission of bid otherwise the bid shall be treated as nonresponsive.										
4.	4.2.2	Request to kindly link it with the % age completion of the project	<p>Clause 4.2.2 at page no. 41 of RFP: The Success Fee shall be payable to the Transaction Advisor by the selected Bidder in 4 equal instalments as per following:</p> <table border="1"> <thead> <tr> <th>Inst. No.</th> <th>Event of Payment</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td>At the time of acceptance of LoA, before signing of Lease agreement.</td> <td>-</td> </tr> <tr> <td>(2)</td> <td>After first quarter of total construction period defined in lease agreement (date of NTP to Date of Occupancy Certificate) or after completion of 25% of Project,</td> <td>Consultant will certify that 25% Project has been completed.</td> </tr> </tbody> </table>	Inst. No.	Event of Payment	Remarks	(1)	At the time of acceptance of LoA, before signing of Lease agreement.	-	(2)	After first quarter of total construction period defined in lease agreement (date of NTP to Date of Occupancy Certificate) or after completion of 25% of Project,	Consultant will certify that 25% Project has been completed.	<p>No change</p> <p>Payment of Success Fee is already linked with the construction period i.e. four equal instalment.</p> <p>Please follow the existing Bid conditions.</p>
Inst. No.	Event of Payment	Remarks											
(1)	At the time of acceptance of LoA, before signing of Lease agreement.	-											
(2)	After first quarter of total construction period defined in lease agreement (date of NTP to Date of Occupancy Certificate) or after completion of 25% of Project,	Consultant will certify that 25% Project has been completed.											



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP			Reply from JMRC
				whichever is later.		
			(3)	After first quarter of total construction period defined in lease agreement or after completion of 75% of Project, whichever is later.	Consultant will certify that 75% Project has been completed.	
			(4)	At the end of construction period defined in lease agreement or after completion of Project.	Consultant will certify that Project has been completed in all respect.	
5.	4.4.4	Since this being a PPP project and the investment will be huge, in order to get some relief, it is requested the upfront payment may be divided in interest free quarterly installment for entire moratorium period.	<p>Clause 4.4.2 at page no. 43 of RFP: Mode of Payment of Upfront Lease Premium: The successful bidder shall have an option to pay the Upfront Lease Premium in the following manner:</p> <p>a) One Time Payment: Either 1 (One) Time (100%) within 30 days of issuance of LoAOR</p> <p>b) Staggered in 2 (Two) installments: 1st installment i.e. 50% (fifty percent) of Upfront Lease Premium payable with 30 days of issuance of LoA& 2nd installment to be paid with interest @10.5% (Ten point Five Percent) on the remaining Upfront Lease</p>			<p>No change</p> <p>Please follow the existing Bid conditions.</p>



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
			Premium within 1 year from the signing of Lease Agreement	
6.	5.52	Keeping the unforeseen in mind, we request you to kindly allow the SPV either to add or exit any bidder/firm in SPV with prior permission from the JMRC.	Clause 5.5.2 at page no. 46 of RFP: The members of Consortium/JV shall be required to maintain 100% of the equity of the SPV throughout the subsistence of the Lease Agreement.	No change Please follow the existing Bid conditions.
7.	Not specified by the prospective Bidder	Request you to kindly confirm the status of the land and its availability	-	No change Please follow the existing Bid conditions.
8.	Not specified by the prospective Bidder	Request to kindly specify the maximum time required by the client to give the approvals to the developer	-	No change Please follow the existing Bid conditions.
9.	Not specified by the Prospective bidder	Moratorium period of atleast 2 years	Clause 1.2.1 at page no. 9 of RFP: 365 days (one year) from the date of signing of lease agreement.	No change Please follow the existing Bid conditions.



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
10.	Not specified by the Prospective bidder	Project operational period should be atleast 3 years or starting of operations whichever is earlier.	Clause 1.2.2 (a) at page no. 10 of RFP: Development of the proposed project as specified above for the users in accordance with the design and site-specific applicable building byelaws in the demised Land that has been awarded to the Lessee; i. To develop and operate a Commercial Project on the land as provided by the Lessor on as is where is basis for usage and convenience of the end users; ii. To make the Project operational within a time frame of two (2) years (24 months);	No change Please follow the existing Bid conditions.
11.	Not specified by the Prospective bidder	Obtaining Building Plans Sanctioning will there be any difficulty as the structure will be too near Metro Viaduct and is a time consuming task so JMRC should assist Bidder in obtaining plans sanctioned as it will expedite the process	Clause 1.2.2 (g) at page no. 10 of RFP: Lessee shall be responsible for all the necessary approvals and charges /cost associated with the approvals. JMRC will only assist the potential bidder in obtaining any approvals for development of the site by sharing any site related documents.	No change Please follow the existing Bid conditions.
12.	Not specified by the Prospective bidder	Obtaining Fire NOC will involve huge investment in Pumps and pipes will JMRC will allow removal of such equipments after completion of Lease Tenure. Or JMRC should consider providing tapping from existing infrastructure	Clause 1.2.2 (i) at page no. 11 of RFP: On completion/ termination of Lease Agreement, the Lessee shall handover the building in as is where is basis or as per last development plan with normal wear & tear if any. The Lessee shall not remove any facility, equipment, fixture, etc. which are an integral	No change Please follow the existing Bid conditions.



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
			<p>part of the development plan of the premises without the prior written permission of JMRC.</p> <p>Clause 2.2.3 at page no. 95 of RFP: After expiry of the Lease Period or in case of early termination, as may be applicable, Lessee shall immediately handover the possession of Project Land to JMRC on 'as is where is' basis removing all moveable items only without defacing the constructed premises. Provided that the Lessee shall not remove any facility, equipment, fixture, etc. which are an integral part of the development plan of the premises without the prior written permission of JMRC. JMRC shall examine the building and the Lessee shall furnish a certificate from the Lessor certifying that the building is free from structural damage and defect. In case of failure of handing over the Project Land 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 etc. in the Project Land. JMRC may also confiscate Lessee's assets at</p>	



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
			Project Land or sale of such assets/ items to recover damages/ penalty in case Lessee does not remove such items within the stipulated time.	
13.	Not specified by the Prospective bidder	JMRC should provide Maps with existing utilities present	Annexure 1 at page no 81 of RFP: Project Land Details and Site Layout Plan	JMRC will assist the developer with the available drawings if applicable, during construction.
14.	Not specified by the Prospective bidder	JMRC should consider providing Electricity from existing Grid so that we can avoid delay and move project swiftly and should charge the Lessee as per rate applicable	Relevant Clause not available in RFP document	No change Please follow the existing Bid conditions.
15.	Not specified by the Prospective bidder	Again water, sewerage and drainage connection should be integrated with existing JMRC and charge accordingly.	Relevant Clause not available in RFP document	No change Please follow the existing Bid conditions.
16.	Not specified by the Prospective	At What timings Construction will be allowed on site	Relevant Clause not available in RFP document	As per Local Municipal Laws and Building byelaws/ norms



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC												
	bidder			as applicable.												
17.	Not specified by the Prospective bidder	Bid Processing , Tender and Bid Security should be allowed through RTGS/NEFT	<p>Clause 2.4.1 at page no. 23 of RFP: In terms of this RFP Document, a Bidder shall be required to submit the following in original for Bid Processing Fee, Tender Fee, and Bid Security along with submission of its online Bid at www.eproc.rajasthan.gov.in.</p> <table border="1"> <thead> <tr> <th>Description of Fee</th> <th>Amount</th> <th>Mode of Payment and Payable to</th> </tr> </thead> <tbody> <tr> <td>Bid Processing Fee</td> <td>Rs. 2500/-</td> <td>In form of Demand Draft/ Banker's Cheque in favour of ["Managing Director, RISL"] payable at Jaipur.</td> </tr> <tr> <td>Tender/Bid Document Cost</td> <td>Rs. 5,900/- including 18% GST</td> <td>In the form a Demand Draft /Banker's Cheque in favour of ["Jaipur Metro Rail Corporation Limited"] payable at Jaipur.</td> </tr> <tr> <td>Bid Security</td> <td>Rs. 18,20,000/-</td> <td>In the form of a Bank Guarantee (As per Technical Bid Form-11)/Demand Draft (DD) / Banker's Cheque (BC) in favour of ["Jaipur Metro Rail Corporation Limited"] payable at Jaipur.</td> </tr> </tbody> </table>	Description of Fee	Amount	Mode of Payment and Payable to	Bid Processing Fee	Rs. 2500/-	In form of Demand Draft/ Banker's Cheque in favour of [" Managing Director, RISL "] payable at Jaipur.	Tender/Bid Document Cost	Rs. 5,900/- including 18% GST	In the form a Demand Draft /Banker's Cheque in favour of [" Jaipur Metro Rail Corporation Limited "] payable at Jaipur.	Bid Security	Rs. 18,20,000/-	In the form of a Bank Guarantee (As per Technical Bid Form-11)/Demand Draft (DD) / Banker's Cheque (BC) in favour of [" Jaipur Metro Rail Corporation Limited "] payable at Jaipur.	No change Please follow the existing Bid conditions.
Description of Fee	Amount	Mode of Payment and Payable to														
Bid Processing Fee	Rs. 2500/-	In form of Demand Draft/ Banker's Cheque in favour of [" Managing Director, RISL "] payable at Jaipur.														
Tender/Bid Document Cost	Rs. 5,900/- including 18% GST	In the form a Demand Draft /Banker's Cheque in favour of [" Jaipur Metro Rail Corporation Limited "] payable at Jaipur.														
Bid Security	Rs. 18,20,000/-	In the form of a Bank Guarantee (As per Technical Bid Form-11)/Demand Draft (DD) / Banker's Cheque (BC) in favour of [" Jaipur Metro Rail Corporation Limited "] payable at Jaipur.														
18.	Not specified by the Prospective bidder	Success Fee should be removed	<p>Clause 1.5 (5) at page no. 16 of RFP: Success Fee i.e. 1.5% (One point five percent) of the Upfront Lease Premium + 1.5% (One point five percent) of the Net Present Value (NPV) of Annual lease premium receivable to JMRC for the entire Lease Period of 45 (forty five) years excluding GST shall be payable to the Transaction Advisor/ Consultant of</p>	No change Please follow the existing Bid conditions.												



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
			JMRC by the Lessee as per Clause No. 4.2 of RFP document.	
19.	Not specified by the Prospective bidder	If more built up is allowed then the lessee should not be forced to construct and Lessor should not be allowed to bid for the same.	Clause 3.2 draft agreement at page no. 100 of RFP: In case at any point of time before and after the signing of this agreement, bidder avails the usage of additional built up area due to the actual measurement at the time of Handover or implementation/ modification/ amendment in the prevailing building byelaws of the local development authority, the bidder has to pay the additional Upfront Lease Premium and Annual Lease Premium on pro rata basis.	No change Please follow the existing Bid conditions.
20.	Not specified by the Prospective bidder	If there is any increase in built up area in then same should be submitted to JDA only	Clause 3.2 draft agreement at page no. 100 of RFP: In case at any point of time before and after the signing of this agreement, bidder avails the usage of additional built up area due to the actual measurement at the time of Handover or implementation/ modification/ amendment in the prevailing building byelaws of the local development authority, the bidder has to pay the additional Upfront	No change Please follow the existing Bid conditions.



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
			Lease Premium and Annual Lease Premium on pro rata basis.	
21.	Not specified by the Prospective bidder	JMRC should assist in obtaining Tree Removal permission	Clause 1.2.2 (g) at page no. 10 of RFP: Lessee shall be responsible for all the necessary approvals and charges /cost associated with the approvals. JMRC will only assist the potential bidder in obtaining any approvals for development of the site by sharing any site related documents.	No change Please follow the existing Bid conditions.
22.	Not specified by the Prospective bidder	Will Lessee would be allowed to advertise on Banner Pole	relevant Clause not available in RFP document	The existing pole is not a part of this RFP, which shall be removed in case requested by the Developer.
23.	Not specified by the Prospective bidder	Would Lessee be allowed to have entry/exit from main road and what about temple just outside demised land		Entry /Exit shall be as per the approved plan from the applicable authority as applicable. For rest, please follow the existing Bid conditions.



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
24.	Not specified by the Prospective bidder	JDRA should confirm beforehand that metro pier foundation does not interfere with demised land		The demised Land is distantly located from the alignment of piers. However, the developer may seek the drawings if applicable during construction.
25.	Not specified by the Prospective bidder	JDRA should confirm on what basis Insurance amount will be calculated.		No change Please follow the existing Bid conditions.
26.	2.2 (b) Note: Eligibility	Commercial projects shall be referred to as any healthcare/ retail/ office/ hospitality project/ Multi Storied Housing Complex/ Metro Rail Project/ Airport Terminal Project/Multi level parking project (each car parking (ECS) is considered to be equivalent to 204 sft) , or the type of commercial project activities as outlined in the prevailing local building byelaws.	Clause 2.2 (b) note at page no. 18 of RFP: Note: #Projects which are ongoing shall not be considered for technical eligibility purpose. *Commercial projects shall be referred to as any healthcare/retail/ office/ hospitality project/Multi Storied Housing Complex/Metro Rail Project/ Airport Terminal Project, or the type of commercial project activities as outlined in the prevailing local building byelaws. In case of	Clause amended Please refer Clause 2.2 (b) note at page no. 18-R1 of Addendum-1.



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
			JV/Consortium Bidder, all substantial members of the JV/Consortium can fulfil the Technical eligibility requirement collectively.	
27.	1.5 (8) Payment of Annual Lease Premium to JMRC	Lessee shall pay the Annual Lease Premium in 12 (twelve) equal parts on monthly basis post moratorium period, in advance i.e. latest by 25th of the preceding month without waiting for formal invoice from JMRC. The Annual Lease Premium shall be escalated by 15% after every 3 years on compounding basis.	Clause 1.5 (8) at page no. 16 of RFP: Lessee shall pay the Annual Lease Premium in 4 (four) equal parts on quarterly basis post moratorium period, in advance i.e. latest by 25th of the preceding month of the quarter without waiting for formal invoice from JMRC. The Annual Lease Premium shall be escalated by 15% after every 3 years on compounding basis.	No change Please follow the existing Bid conditions.
28.	2.2 (b) Note: Eligibility	Commercial projects shall be referred to as any healthcare/ retail/ office/ hospitality project/ Multi Storied Housing Complex/ Metro Rail Project/ Airport Terminal Project/ Smart Parking or multilevel parking project is considered to be equivalent), or the type of commercial project activities as outlined in the prevailing local building byelaws.	Clause 2.2 (b) note at page no. 17 of RFP: Note: #Projects which are ongoing shall not be considered for technical eligibility purpose. *Commercial projects shall be referred to as any healthcare/retail/ office/ hospitality project/Multi Storied Housing Complex/Metro Rail Project/ Airport Terminal Project, or the type of commercial project activities as outlined in the prevailing local building byelaws. In case of JV/Consortium Bidder, all substantial members of the JV/Consortium can fulfil the	Clause amended Please refer Clause 2.2 (b) note at page no. 18-R1 of Addendum-1.



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
			Technical eligibility requirement collectively.	
29.	1.5 (8) Payment of Annual Lease Premium to JMRC	Lessee shall pay the Annual Lease Premium on monthly basis post moratorium period, in advance i.e. latest by 25th of the preceding month	Clause 1.5 (8) at page no. 16 of RFP: Lessee shall pay the Annual Lease Premium in 4 (four) equal parts on quarterly basis post moratorium period, in advance i.e. latest by 25th of the preceding month of the quarter without waiting for formal invoice from JMRC. The Annual Lease Premium shall be escalated by 15% after every 3 years on compounding basis.	No change Please follow the existing Bid conditions.
30.		Request to reduce Upfront Lease Premium from 2.9 Crores to 1 Crore.	4.4.1 at page no. 43 of RFP: Upfront Lease Premium: Selected Bidder shall deposit the Upfront Lease Premium i.e., Rs.2,90,00,000/- (Rupees Two Crores Ninety Lakhs Only)+ applicable GST to JMRC for this Project through RTGS in the Bank Account of JMRC that shall be provided in the LoA or in the form of Banker's Cheque or Demand Draft, in favour of "Jaipur Metro Rail Corporation Limited" drawn at a branch of any Scheduled Commercial Bank located at Jaipur, as per below mentioned clause 4.4.2.	No change Please follow the existing Bid conditions.



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
31.	1.5 (8) Payment of Annual Lease Premium to JMRC	1. Lessee shall pay the Annual Lease Premium in 12 (twelve) equal parts on monthly basis post moratorium period, in advance i.e. latest by 25th of the preceding month without waiting for formal invoice from JMRC. Annual Lease Premium shall be escalated by 10% instead of 15% every 3 years on compounding basis.	Clause 1.5 (8) at page no. 16 of RFP: Lessee shall pay the Annual Lease Premium in 4 (four) equal parts on quarterly basis post moratorium period, in advance i.e. latest by 25th of the preceding month of the quarter without waiting for formal invoice from JMRC. The Annual Lease Premium shall be escalated by 15% after every 3 years on compounding basis.	No change Please follow the existing Bid conditions.
32.	2.2 (b) Note: Eligibility	Please consider the construction experience of multi-level smart and civil and concrete structures as the intended purpose is parking.	Clause 2.2 (b) note at page no. 17 of RFP: Note: #Projects which are ongoing shall not be considered for technical eligibility purpose. *Commercial projects shall be referred to as any healthcare/retail/ office/ hospitality project/Multi Storied Housing Complex/Metro Rail Project/ Airport Terminal Project, or the type of commercial project activities as outlined in the prevailing local building byelaws. In case of JV/Consortium Bidder, all substantial members of the JV/Consortium can fulfil the Technical eligibility requirement collectively.	Clause amended Please refer Clause 2.2 (b) note at page no. 18-R1 of Addendum-1.



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
33.	Not specified by the Prospective bidder	The given lease period 45 years are not sufficient as the Railway Department has issued similar tender recently bearing No RLDA/2024/RFPCD-20 Dated 20/6/2024 wherein the lease period is 60 years;	Clause 2.2.1 at page no. 95 of RFP: The Lease granted under the Agreement shall be valid for a period of 45 (forty-five) years ("Lease Period") starting from the Commencement Date, in accordance with the terms and conditions set forth in this Agreement and RFP document, which forms	No change Please follow the existing Bid conditions.
34.	Not specified by the Prospective bidder	The terms & conditions mentioned in Railway Tender seems more justifiable and practical in view of the sustainability/ financial viability of the project. JMRC take a view before finalise it.		No change Please follow the existing Bid conditions.
35.	Not specified by the Prospective bidder	Based on the time taking process of different approvals from the government departments it is requested that the monetarism period should be minimum two years. And construction period three years.	Clause 1.2.1 at page no. 9 of RFP: Moratorium Period: 365 days (one year) from the date of signing of lease agreement.	No change Please follow the existing Bid conditions.
36.	Not specified by the Prospective	Please clarify if any difference is there between the lease rent and lease premium.		Lease Premium is same as Lease Rent for this RFP document.



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED (A Govt. of Rajasthan Undertaking)

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

Website: www.jaipurmetrorail.in, Email: edca@jaipurmetrorail.in



S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
	bidder			
37.	Not specified by the Prospective bidder	Calculation of FAR is requested to revisited as the project is based on land space. Any restriction on total construction or extra levies on the construction beyond the mentioned limits are requested to remove.	Clause 1.2.1 at page no. 9 of RFP: Built Area Ratio (BAR): 2.0 (Purchasable up-to unlimited as per local Byelaws)	No change Please follow the existing Bid conditions.



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
38.	Not specified by the Prospective bidder	The given time for bidding is short	Clause 1.4.1 at page no. 14 of RFP: Schedule of Bidding Process: Date & Time of publishing of Pre-bid Replies/ Addendum (If any): 05.08.2024 and 17:00 Hrs onwards Start Date for Online submission of Bid: 06.08.2024 and 18:00 Hrs onwards End/Last Date for Downloading RFP Document: 21.08.2024 upto 13:00 Hrs End/ Last Date for Online Submission of Bid (Bid Due date): 21.08.2024 upto 14:00 Hrs Submission of Original Demand Drafts /BCs/ BG for Bid Processing Fee, Tender Fee & Bid Security: 21.08.2024 upto 15:30 hrs Date and Time of Technical Bid Opening: 21.08.2024 upto 16:30 Hrs	Extended. Please refer corrigendum-1.
39.	Not specified by the Prospective bidder	Clarification on present occupied spaces of the proposed project land space viz. temple, hording etc. and calculations of actual land available as well as actual lengths each side of boundary is required. Who shall be responsible for removal of encroachments?		No change Please follow the existing Bid conditions.



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S. N.	Reference Clause of RFP	Query/Clarification Sought	Existing clause and Page No. of RFP	Reply from JMRC
40.	Not specified by the Prospective bidder	The calculations of succession fees may please be clarified more specific with an illustration	Clause 1.5 (5) at page no. 16 of RFP: Success Fee i.e. 1.5% (One point five percent) of the Upfront Lease Premium + 1.5% (One point five percent) of the Net Present Value (NPV) of Annual lease premium receivable to JMRC for the entire Lease Period of 45 (forty five) years excluding GST shall be payable to the Transaction Advisor/ Consultant of JMRC by the Lessee as per Clause No. 4.2 of	Already illustrated at clause 4.2 of RFP document.

Enclosed: Addendum-1

This Pre-bid Clarification/ Addendum 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/ addendum along with the technical bid to be submitted online.

This is issued with the approval of competent authority.

(Sanjay Bansal)

Executive Director (Corp. Affairs)



Jaipur Metro Rail Corporation Limited

BIDDING DOCUMENT

For

**Development of Parking Land adjacent to Civil Lines Metro Station
of JMRC (Jaipur Metro)**

RFP No. F.1 (R-169)/JMRC/DC/Rev./20-21/CLJP/01

Dated 16.07.2024

(UBN - JMR2425SLOB00047) (E-bid Id: 2024_JMRC_406054_1)

Addendum 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



F.1 (R-169)/JMRC/DC/Rev./20-21/CLJP/ 2898

Dated 08 AUG 2024

ADDENDUM NO. 1

Development of Parking Land adjacent to Civil Lines Metro Station of JMRC (Jaipur Metro)

**RFP No. F.1 (R-169)/JMRC/DC/Rev./20-21/CLJP/01 dated 16.07.2024
(UBN – JMR2425SLOB00047) (E-bid Id: 2024_JMRC_406054_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. 1.2.1 of RFP document	Page-9	Page-9-R1	Clause amended
2	RFP	Clause no. 2.2 (b) Note of RFP document	Page-18	Page-18-R1	Clause amended
3	RFP	Clause No. 3.3.9 of RFP document (Lease agreement)	Page-101	Page-101-R1	Clause deleted
4	RFP	Clause No. 7.1.8 of RFP document (Lease agreement)	Page-112	Page-112-R1	Clause deleted
5	RFP	Clause No. 11.1.7 of RFP document (Lease agreement)	Page-122	Page-122-R1	Clause deleted
6	RFP	Clause No. 11.1.10 of RFP document (Lease agreement)	Page-122	Page-122-R1	Clause deleted
7	RFP	Clause No. 11.1.12 of RFP document (Lease agreement)	Page-122	Page-122-R1	Clause deleted
8	RFP	Clause No. 12.3.2 of RFP document (Lease agreement)	Page-124	Page-124-R1	Clause deleted
9	RFP	Clause No. 12.3.3 of RFP document (Lease agreement)	Page-124	Page-124-R1	Clause deleted
10	RFP	Clause No. 12.6.2 of RFP document (Lease agreement)	Page 125	Page 125-R1	Clause deleted
11	RFP	Clause No. 12.6.3 of RFP document (Lease agreement)	Page 125	Page 125-R1	Clause deleted
12	RFP	Clause No. 12.11.2 of RFP document (Lease agreement)	Page 126	Page 126-R1	Clause deleted

S. N.	Bid Document	Clause reference	In place of	Please read as	Remarks
13	RFP	Clause No. 12.11.3 of RFP document (Lease agreement)	Page 126	Page 126-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 9-R1, 18-R1, 101-R1, 112-R1, 122-R1, 124-R1, 125-R1, 126-R1 of RFP document (Total 8 Pages)


Executive Director (Corporate Affairs)
JMRC Limited

Copy to: (through email) 2899-2904 08 AUG 2024

1. PS to CMD, JMRC
2. Tender committee [Director (Corporate Affairs)/Director(Projects)/Director(Finance)], JMRC
3. Standing committee [EDCA, EDTEM, GM (Civil), GM (Fin.)], JMRC
4. JE, IT Cell, JMRC
5. M/s Jones Lang LaSalle Property Consultants (India) Pvt. Ltd (Consultant)
6. Notice Board, JMRC


Executive Director (Corporate Affairs)
JMRC Limited

existing metro stations of the metro corridor for the optimum use of development potential in form of commercial infrastructure.

- 1.1.7. As a part of this endeavour, the Authority has decided to undertake the development of Parking Land admeasuring 1,011.7 sqm. adjacent to Civil Lines Metro Station on 'as is where is' basis more particularly set-out under **Annexure-1** (Project Land details and Layout Plan) ("**Project Land**") as per the below-mentioned site owned by JMRC for Property Monetization through leasing on long term basis Project (hereinafter referred to as the "**Project**"), and has, therefore, decided to carry out the bidding process, for selection of an entity as the Bidder to whom the Project may be awarded.

1.2. About the Project

- 1.2.1. JMRC invites online Bids through a transparent open national competitive bidding process, from intending reputed, established, experienced and financially sound domestic eligible bidders or groups of Eligible Bidders ("**JV/Consortium**") to develop the Project Land to construct and develop a fully functional commercial infrastructure and develop facilities i.e., parking and landscaping, more particularly set out in the Lease Agreement ("**Scope of Project**") for a period of 45 (forty five) years ("**Lease Period**") in accordance with terms and conditions set forth in this RFP document and consequential lease agreement ("**Lease Agreement**"). Upon expiry of the Lease Period of 45 (forty-five) years, the lessee shall have the first right to refuse, matching the highest bid so received as per terms and conditions.

Critical Project details is being stated below for reference:

Site Area (in Sqm)	1,011.7 Sqm. (Approx.)
Abutting Road Width	30m.
Setbacks	Front - 4.5m; Side - 4.5m; Rear - 4.5m.
Max. Ground Coverage	Within Setbacks
Max. Permissible Height	1.5 times of the Road Width + Front Setback
Built Area Ratio (BAR)	2.0 (Purchasable up-to unlimited as per local Byelaws)
Permissible Built-Up Area	21,783 sq. ft.
Permissible Product Type	Commercial/Retail
Land Use of the area	Commercial
Current Usage of the Area	Metro Parking
Minimum Parking Requirements	20 (Existing)+ 27 (Proposed) = 47ECS (Equivalent Car Space)* *The parking of metro passengers (existing 20 Nos. ECS) shall be designated separately and regulated as per the terms and conditions of JMRC which shall be decided later on.
Lease Period	45 (forty-five) years including moratorium period.
Moratorium Period	365 days (one year) from the date of signing of



Handwritten signature in blue ink.

S. N.	Particulars	Documents Required
	<p>be termed as "JV/Consortium Bidder". The term "Bidder" shall include Single Entity Bidder as well as JV/ Consortium Bidder.</p> <p>Note: In case of JV/Consortium, credentials of only Substantial Members shall be considered for meeting the Eligibility criteria. A member with at least 26% share shall be a Substantial Member for this purpose.</p>	
b)	Technical Eligibility	
(i)	<p>The Bidder should have successfully completed project/(s) in last 7 years preceding the last date of submission of Bids, the following:</p> <p>I. One Commercial Project*# comprising built-up area of at least 18,000 sq. ft.;</p> <p style="text-align: center;">OR</p> <p>II. Two Commercial Projects* each comprising built-up area of at least 11,000 sq. ft.;</p> <p style="text-align: center;">OR</p> <p>III. Three Commercial Projects* each comprising built-up area of at least 9,000 sq. ft.</p> <p>Note: #Projects which are ongoing shall not be considered for technical eligibility purpose.</p> <p>*Commercial projects shall be referred to as any healthcare/ retail/ office/ hospitality project/ Multi Storied Housing Complex/ Metro Rail Project/ Airport Terminal Project/Multi level parking project**, or the type of commercial project activities as outlined in the prevailing local building byelaws.</p> <p>**The built up area for multi level parking project shall be calculated as per the Equivalent Car Space based on building byelaws.</p> <p>In case of JV/Consortium Bidder,</p>	<p>Completion Certificate issued from Contracting Authority (i.e. client) clearly showing project cost, size, scope of the bidder and completion date.</p> <p>In case of owned projects, certificate from an independent architect and from statutory auditor certifying the details. License Detail of Independent architect and Unique Document Identification Number (UDIN) of statutory auditor to be mentioned in the above certificate.</p>



banker. Lessee shall complete such renewals/ re-issuances/ replenishments and shall submit the renewed/ re-issued/ replenished Bank Guarantee of the required amount to JMRC at least 60(sixty) days prior to the expiry of the existing Bank Guarantee submitted earlier, thereby shall ensure unbroken validity of the Bank Guarantee throughout the entire period of 45 (forty five) plus one years.

- 3.3.5. In case Performance Security is submitted in the form of Fixed Deposit Receipt (FDR) of a scheduled bank, it shall be in the name of "**Jaipur Metro Rail Corporation Limited**" and discharged by the bidder in advance. JMRC shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the JMRC without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 3.3.6. In any case, no interest shall be payable by JMRC on Performance Security submitted by Lessee to JMRC.
- 3.3.7. JMRC shall release/ refund the Performance Security to Lessee upon expiry of Lease Period or termination of this Agreement, subject to deduction of any amount payable by Lessee to JMRC.
- 3.3.8. In case of extension of lease period granted by JMRC for additional period, the Lessee shall submit a performance bank guarantee for the additional period plus one year in the manner mentioned above.
- ~~3.3.9. If lease period granted by JMRC for additional period, the Lessee shall submit a performance bank guarantee for the additional period plus one year in the manner mentioned above. Deleted~~

3.4. Annual Lease Premium

3.4.1 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:



provisions of any law which may be related to the purpose of this agreement and to the area in which spaces are located.

- 7.1.7. Lessee shall protect, defend, hold JMRC harmless and indemnified against any legal, quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse or laxity solely on account of failure of the Lessee/Sub-Lessee/ Sub-Licensee or their nominee in the discharge of the obligations.
- 7.1.8. ~~Lessee/Sub-Lessee/ Sub-Licensee or their nominee in the discharge of the obligations. Deleted~~
- 7.1.9. Lessee shall indemnify JMRC/Lessor Indemnified Persons from or against all claims, proceedings, damages, costs charges and expenses whatsoever in respect of its obligations towards the statutory authorities under this Agreement.
- 7.1.10. The provisions of this Clause shall survive Termination.

8. FORCE MAJEURE

8.1. Force Majeure Event

- 8.1.1. Any of the following events (beyond the control of parties) which has materially impaired the performance of this Agreement/Project shall constitute a Force Majeure Event:
- a) Earthquake, flood, inundation, landslide;
 - b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
 - c) Fire caused by reasons not attributable to the Lessee;
 - d) Acts of terrorism;
 - e) War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
 - f) Pandemic, Endemic and lockdown due to any reasons beyond the control of both the parties.
 - g) Any other similar act / things beyond the control of the Parties; and Due notice of the Force Majeure Event is deemed to be given to each parties as required upon occurrence of a Force Majeure Event, the Lessee shall as soon as possible, take all necessary



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;

~~11.1.7. any of its properties or assets are bound or affected; Deleted~~

11.1.8. 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;

11.1.9. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect; It has complied with all Applicable Law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

~~11.1.10. nding order of any government authority which may result in Material Adverse Effect; It has complied with all Applicable Law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect; Deleted~~

11.1.11. No representation or warranty by the Lessee contained herein or in any other document furnished by the Lessee to JMRC or to any government authority in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

~~11.1.12. cessary to make such representation or warranty not misleading; Deleted~~

11.1.13. Lessee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that JMRC shall not be liable for the same in any manner whatsoever to the Lessee; and

11.1.14. The Lessee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour are being recruited for and on behalf of JMRC. The Lessee shall at



to the other Party shall be treated or deemed as waiver/breach of any terms, conditions, or provisions of this Agreement.

12.3. Survival

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

~~12.3.2. mination or arising out of such Termination. Deleted~~

~~12.3.3. or arising out of such Termination. Deleted~~

12.4. Amendments

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

12.5. Notices

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

12.5.2. If to JMRC:

Executive Director (CA)

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

2nd floor, Admin Building, Metro Depot, Bhriagu Path
Mansarovar, Jaipur (Rajasthan)- 302020



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

12.5.3. If to the Lessee:

[_____]

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

12.6. Severability

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

~~12.6.2 ons, as nearly as is practicable. Deleted~~

~~12.6.3 ons, as nearly as is practicable. Deleted~~

12.7. No Partnership

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

12.8. Language

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



12.9. Exclusion of Implied Warranties etc.

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

12.10. Counterparts

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

12.11. Employees of Lessee

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

~~12.11.2 indemnified in respect of the same. Deleted~~

~~12.11.3 F the same. Deleted~~

12.12 Encroachment

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.

12.13 Supplementary Agreement

As a result of modification/alternation of existing clause(s) and/or addition of new Clause in Lease Agreement both Parties (subject to



[Handwritten signature]