



JAIPUR METRO

REQUEST FOR PROPOSAL DOCUMENT

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



Issued by:

Jaipur Metro Rail Corporation Limited

(A Govt. of Rajasthan Undertaking)

2nd Floor, Admin Building, Metro Depot, Bhriгу Path

Mansarovar, Jaipur (Rajasthan) - 302020

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



CONTENTS OF RFP DOCUMENT

1. Request for Proposal (RFP) Document	Page No. 3
2. Bid Forms	Page No.49
3. Annexure-1 to RFP Document (Project Land details and Layout Plan)	Page No. 81
4. Annexure-2 to RFP Document (Format of Lease Agreement)	Page No. 82

REQUEST FOR PROPOSAL (RFP) DOCUMENT



Signature of the Authorised Signatory of the Bidder

Disclaimer

This Request for Proposal document (the "**RFP**") is neither an agreement nor an offer by the Jaipur Metro Rail Corporation Limited (the "**JMRC**" or "**Authority**" or "**Lessor**") to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the JMRC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the JMRC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Therefore, each bidder should conduct its own investigations and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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



CONTENTS

1. INTRODUCTION.....	8
1.1. About Jaipur Metro	8
1.2. About the Project	9
1.3. Brief Description of the Bidding Process	12
1.4. Schedule of Bidding Process ¹	13
1.5. Schedule of Various Stages ²	15
2. INSTRUCTIONS TO BIDDERS.....	17
A. General	17
2.1. Scope of Bid	17
2.2. Minimum Eligibility Criteria	17
2.3. General Conditions for Bidders.....	19
2.4. Payments/Fees with the Bid.....	23
2.5. Bid Validity Period	24
2.6. Number of Bids and Cost thereof.....	25
2.7. Visit to the Project Site and Verification of Information	25
2.8. Acknowledgement by Bidder.....	26
2.9. Right to Accept or Reject any or all Bids.....	26
2.10. Verification and Disqualification.....	27
B. RFP Document.....	29
2.11 Availability of RFP Document	29
2.12 Pre-Bid Meeting and Clarifications by the Authority.....	29
2.13 Addendum/Amendment in the RFP Document.....	29
C. Preparation & Submission of Bid	30
2.14 Language of the Bid.....	30
2.15 Format and Signing of the Bid.....	30
2.16 Submission of Bid.....	33
2.17 Last Date of Submission of Bid (Bid Due Date).....	34
2.18 Withdrawal, Substitution and Modification of Bids.....	34
D. Opening of Bids	34
2.19 Opening of Technical Bid	34
2.20 Confidentiality	35
2.21 Tests of Responsiveness.....	35
2.22 Clarifications from the Bidders	36
2.23 Qualification of Bidders and Notification	36
2.24 Opening of Financial Bids	37
2.25 Proprietary data.....	37



2.26	Correspondence with the Bidder.....	37
3.	CRITERIA FOR EVALUATION.....	38
3.1	Technical Bids.....	38
3.2	Financial Bids.....	38
4.	OTHER CONDITIONS	40
4.1	Performance Security.....	40
4.2	Success Fee.....	41
4.3	Fraud and Corrupt Practices.....	42
4.4	Upfront Lease Premium.....	43
5.	MISCELLANEOUS	44
5.1	Miscellaneous	44
5.2	Conflict of Interest	44
5.3	Prohibition against Collusion amongst Bidder(s)	45
5.4	Interpretation of Documents.....	45
5.5	Formation of Special Purpose Vehicle (SPV).....	46
6.	BID FORMS.....	48
	Technical Bid Form-1: Letter of the Bid.....	49
	Technical Bid Form-2: Details of the Bidder.....	54
	Technical Bid Form-3A: Power of Attorney for Signing of Bid*	56
	Technical Bid Form-3B: Power of Attorney for Lead Member of Consortium*	58
	Technical Bid Form-4: Self-Declaration of No Blacklisting or Debarment	60
	Technical Bid Form-5: Anti-Collusion Certificate.....	62
	Technical Bid Form-6: Technical Eligibility.....	63
	Technical Bid Form-7: Undertaking	64
	Technical Bid Form-8: Declaration by the Bidder.....	65
	Technical Bid Form-10: Memorandum of Understanding (MOU) in case of Consortium.....	69
	Technical Bid Form-11: Form of Bank Guarantee for Bid Security.....	75
	Technical Bid Form-12: Checklist for Bid Forms	77
7.	ANNEXURE – 1 (Project Land details and Layout Plan)	81
8.	ANNEXURE – 2 (Format of Lease Agreement)	82
1.	DEFINITIONS & INTERPRETATIONS.....	86
1.1.	Definitions.....	86
1.2.	Interpretation	89
1.3.	Priority of Documents	92
2.	GRANT OF LEASE	93
2.1.	Grant of Lease	93
2.2.	Lease Period.....	95
2.3.	Right of Refusal	95
2.4.	Construction of the Project	96



2.5.	Operation & Maintenance of the Project	96
2.6.	Sub-Leasing/ Sub-Licensing.....	96
2.7.	Lock-in Period.....	98
2.8.	Refund of Upfront Lease premium	99
3.	CONSIDERATION TO JMRC	99
3.1.	Upfront Lease Premium.....	99
3.2.	Additional Lease Premium	100
3.3.	Payment of Performance Security.....	100
3.4.	Annual Lease Premium.....	101
4.	PROJECT LAND DEVELOPMENT AND OPERATIONS.....	103
4.1.	Entry to the Project Land for Work	103
4.2.	Scope of Lessee	103
5.	RESPONSIBILITIES AND DUTIES.....	104
5.1.	Lessee's Responsibilities and Duties.....	104
5.2.	Assignability and Encumbrance	109
6.	INSURANCE	109
6.1.	Insurance.....	109
7.	INDEMNITY	110
7.1.	Indemnity	110
8.	FORCE MAJEURE.....	112
8.1.	Force Majeure Event.....	112
8.2.	Notice of Force Majeure Event.....	113
8.3.	Performance of Obligations.....	113
8.4.	Termination due to a Force Majeure Event.....	114
9.	TERM AND TERMINATION.....	115
9.1.	Term	115
9.2.	Termination due to Event of Default of Lessee	115
9.3.	Termination due to Event of Default of JMRC/Lessor	116
9.4.	Termination for Force Majeure	117
9.5.	Termination – Lock-in Period	117
9.6.	Suspension of Lease	117
9.7.	Consequence of Termination of Lease Agreement.....	117
9.8.	Rights of JMRC on Termination.....	120
9.9.	Right to re-market the said Project Land(s) on Termination	120
10.	GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION	120
10.1.	Amicable Resolution	120
11.	REPRESENTATIONS AND WARRANTIES, DISCLAIMER	121
11.1	Representations and Warranties of the Lessee	121
11.2	Obligation to notify change.....	123



12. MISCELLANEOUS	123
12.1 Restriction on Sale	123
12.2 Waiver	123
12.3 Survival	124
12.4 Amendments	124
12.5 Notices	124
12.6 Severability	125
12.7 No Partnership.....	125
12.8 Language.....	125
12.9 Exclusion of Implied Warranties etc.	126
12.10 Counterparts	126
12.11 Employees of Lessee	126
12.12 Encroachment.....	126
12.13 Supplementary Agreement.....	126
12.14 Registration of Agreement.....	127
12.15 General Conduct	127
Schedule-A: Format of Performance Security	129



Signature of the Authorised Signatory of the Bidder

1. INTRODUCTION

1.1. About Jaipur Metro

- 1.1.1. Jaipur Metro Rail Corporation Limited ("JMRC" or "Authority" or "Lessor"), is a corporation owned by Government of Rajasthan ("GoR") responsible for planning, designing, developing, constructing, maintaining, operating and financing the Metro Rail and other urban transport system in Jaipur city of Rajasthan
- 1.1.2. Jaipur Metro Rail Project is planned in two corridors. The East-West Corridor from Mansarovar to Badi Chaupar having total length of 12.118 KM i.e. Phase-1 of the Project of which Phase-1A (9.718 KM) is operational from June 2015 and Phase-1B (2.4 KM) is operational from Sept 2020, brief of which is given below:

Phase	Corridor	Corridor Length	No. of Stations	Present Status
Phase-1A	Mansarovar to Chandpole	Total 9.718 KM (Elevated: 9.278 KM Underground: 0.44 KM)	9	Operational Since June 2015
Phase-1B	Chandpole to Badi Chaupar	2.349 KM (Underground)	2	Operational Since Sept 2020

- 1.1.3. With the vision of providing better metro rail connectivity, State Government has recently approved extensions of already operational Phase 1 from Mansarovar to Badi Chaupar. Jaipur Metro Phase 1C will be implemented from Badi Chaupar to Transport Nagar which is 2.85 km long with 01 underground station at Ramganj and one elevated station at Transport Nagar. Jaipur Metro Phase 1D from Mansarovar to Ajmer Road Chauraha is a 1.352. Km completely elevated line with one elevated station at Ajmer Road Chauraha. Work for Phase 1C & 1D is under execution. Phase-2 of Project is int planning stage and DPR is under consideration/ planning stage.
- 1.1.4. One of the objectives of the JMRC as mentioned in its Memorandum of Association (MoA) is *"to plan, design, develop, construct, maintain and operate restaurants, refreshment rooms, cafeteria, etc., both stationary and mobile, rest rooms, book stalls, shopping malls & shopping/ office complexes, reading rooms, information centres, tourists centres and the like render all facilities and services incidental to, connected with or relating to Mass Transit and other Urban Transport and People Mover Systems of any kind and description"*.
- 1.1.5. Further, as per provisions of the Metro Railways (Operation & Maintenance) Act, 2002, which is applicable in Jaipur, Jaipur Metro administration has powers to develop any Metro Railway land for commercial use and to execute any lease or grant any lease/ license in respect of the property held by it.
- 1.1.6. Development of Parking Land adjacent to Metro Stations of Jaipur Metro Rail Corporation is an effort of the Authority to monetize the land parcels adjacent to



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 – 6m; Side – 4.5m; Rear – 4.5m.
Max. Ground Coverage	Within Setbacks
Max. Permissible Height	15m (G+3)
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



	lease agreement.
Upfront Lease Premium payable to JMRC (excluding GST)	Rs 2,90,00,000 (Rupees Two Crores Ninety Lakhs Only). The payment of Upfront Lease Premium (as per clause no. 4.4) shall be done before the signing of Lease Agreement.
Performance Security	Equivalent to Approved Annual Lease Premium. The payment shall be made before the signing of Lease Agreement as per clause no. 4.1
Annual Lease Premium payable to JMRC (excluding GST)	To be quoted in Rate per sq m per month by the participating bidders. The Bidder quoting the highest Rate per Sq m per month shall be termed as highest bidder (H1). The highest quoted rate per Sq m per month multiplied by Land area multiplied by 12 (twelve) months shall be termed as "Annual Lease Premium". The payment of Annual Lease Premium shall be made as per clause no. 1.3.4.
Increase in Annual Lease Premium (for Remaining Lease Period)	15% (fifteen percent) after every 3 (three) Years on compounding basis

1.2.2. Key Scope of Bidder/ Developer/ Lessee

- a) 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);
- b) Construction and development of Suggested facilities i.e. Parking and Landscaping as applicable during the course of the lease period at the Demised Land, after handover of land from the Lessor.
- c) Lessee is allowed to construct and develop after prior written approval for only those suggested facilities, which are deemed permissible by the Lessor.
- d) Operation and maintenance of all development at the Demised Land in accordance with the provisions of the lease agreement.
- e) Operation & Maintenance of parking with reserved spaces for Metro station requirements in the proposed development;
- f) Maintenance for landscaping of open area in the proposed development
- g) 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.
- h) Lessee shall submit the copies of all building plans/ designs, permissions, statutory approvals, NoC certificates obtained for/ issued against the "project" by the concerned local development authority/ municipal corporation/ state department, to the "Lessor" before commencing the operation & maintenance of the developed "project".
 - i) 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 part of the development plan of the premises without the prior written permission of JMRC.
 - j) It is also successful bidder's responsibility to develop, finance, commission, manage, and maintain the Leased land at the cost and risk of itself.
 - k) Lessee shall ensure that during construction period and during the entire lease period, the project area along with surrounding areas shall be kept clean and any project related activity shall not create hindrance to movement of metro commuters and smooth functioning of station activities.

1.2.3. **Mandatory Parking Requirement**

- a) The Lessee / selected bidder (Developer) shall be constructing/ developing mandatory parking requirements (existing & proposed) and shall place them depending on the building layout/ design.
- b) The remaining parking spaces (Proposed Parking ECS Nos.) shall be used by the developer for accommodating their proposed parking requirements of the built space and further shall be operated and maintained by Lessee itself.

1.2.4. **Station Integration**

The proposed built-up space/ development shall be accessible from the existing metro station for the benefits of metro passengers and visitors subject to the technical feasibility and approval from JMRC.

- 1.2.5. Selected Bidder shall be entitled to develop, finance, commission, and manage, the Project for the entire Lease Period in accordance with the provision of RFP document and the Lease Agreement. The Selected Bidder shall execute the Lease Agreement with the Authority in the format provided under **Annexure -2**.
- 1.2.6. The Selected Bidder is required to pay Annual Lease Premium on quarterly basis for the Lease Period (as approved and communicated in LOA) and a Upfront Lease Premium, Success Fee and performance security as approved and communicated in LoA.
- 1.2.7. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidder about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of lease/license and obligations of the Selected Bidder as set forth in this RFP document or the Authority's rights to amend, alter, change, supplement or clarify the scope of lease/license, or the terms thereof or herein



contained. Consequently, any omissions, conflicts or contradictions in the RFP document are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority. In this regard the decision of JMRC shall be final and binding.

- 1.2.8. The Authority shall receive Bids pursuant to this RFP and other documents (as per requirement) issued by Authority during Bidding Process (collectively the "**RFP Document**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the "**Bid Due Date**")

1.3. Brief Description of the Bidding Process

- 1.3.1. Authority/JMRC has adopted a single-stage, two part bid (Technical Bid and Financial Bid), open transparent national competitive e-bidding process through e-procurement system at www.eproc.rajasthan.gov.in (the "**Bidding Process**") for selection of a Bidder for award of the Lease. The bidders are advised to refer to the orders issued by the Finance department GoR vide circular No F1(1)FD/GF&AR/2007(Circular No 19/2011) Dated 30-09-2011 for getting acquainted with E Tendering process.
- 1.3.2. Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the "**Bid**") for the Project in accordance with the provisions of the RFP Document.
- 1.3.3. Bidders shall submit/upload their Technical Bid and Financial Bid in separate files at www.eproc.rajasthan.gov.in as per the provisions of this RFP Document.
- 1.3.4. The bid variable shall be the "**Highest Quoted Rate per sq.m. per month**" for the total land area and accordingly the yearly lease premium termed as "**Annual Lease Premium**" shall be calculated as given below.

Annual Lease Premium for the First Year Post-Moratorium Period	=	Rate (in INR) per square metre per month excluding GST/taxes quoted by the Bidder	X	1011.7 square metres	X	12 Months
---	---	--	---	-----------------------------	---	------------------

The annual lease premium shall be payable on quarterly basis to JMRC commencing after moratorium period. In case at any point of time before and after the signing of this agreement, bidder avails the usage of additional /purchasable built up area due to the implementation/ modification/ amendment in the prevailing building byelaws of the local development authority and due increase and decrease of the area based on actual measurement at the time of handing over the site to the bidder, the bidder has to pay the Upfront and annual lease premium on pro rata basis.

- 1.3.5. Under the Financial Bid, the Bidders shall be required to quote in terms of rate per sq m per month of the total land area as the Annual Lease Premium for 1st Year (first year) post Moratorium period in the financial bid form through E-Tendering Portal. The Bidder who offers the Highest Annual Lease Premium shall be awarded the Project. GST and other applicable taxes at the prevailing rate, shall be payable extra by the Bidder.



- 1.3.6. The successful Bidder shall also submit/ deposit the Upfront Lease Premium of Rs. 2,90,00,000 (Rupees Two Crores Ninety Lakhs Only) along with the applicable GST to JMRC before signing of the Lease Agreement. The payment of Performance Security & Upfront Lease Premium shall be made before the signing of Lease Agreement as per clause no. 4.1 & 4.4 respectively.
- 1.3.7. The annual lease premium shall commence after the Moratorium Period of 365 days from the date of signing of the lease agreement.
- 1.3.8. 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.
- 1.3.9. The Selected Bidder shall be required to pay Annual Lease Premium and other recurring charges as applicable with GST during the lease period. All the statutory taxes as applicable on the land shall be borne by JMRC being the owner of the land whereas all applicable taxes, duties, cess, surcharges, levies, etc. as applicable for the development, operation and maintenance of the property shall be borne by the lessee.
- 1.3.10. Notwithstanding anything contained in this RFP Document, the detailed terms specified in the Lease Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Lease Agreement.

1.4. Schedule of Bidding Process¹

- 1.4.1. Authority shall endeavor to adhere to the following schedule for Bidding:

S. N.	Event Description	Time Period
1.	Availability of RFP Document	<p>Document can be downloaded from: Rajasthan E-proc Portal: www.eproc.rajasthan.gov.in JMRC Portal: www.transport.rajasthan.gov.in/content/transportportal/en/metro/BussinessWithUs/current-tenders.html#</p>
2.	Payment to be made along with Submission of Bid	<p>BID Processing Fee: Rs. 2500/- (Rupees Two Thousand Five Hundred Only) to be paid in form of Demand Draft/Banker's Cheque in favour of ["Managing Director, RISL"] payable at Jaipur.</p> <p>Tender Fee: Rs. 5,900.00 (Rupees Five Thousand Nine Hundred Only) including 18% GST in the form a Demand Draft /Banker's Cheque in favour of "Jaipur Metro Rail Corporation Limited" payable at Jaipur.</p> <p>Bid Security: Rs. 18,20,000 (Rupees Eighteen Lakhs Twenty Thousand Only) in the form of a Bank Guarantee/Demand Draft (DD)/ Banker's Cheque in favour of "Jaipur Metro Rail Corporation Limited" payable at Jaipur .</p>



S. N.	Event Description	Time Period
3.	Mode of Submission of Bid	Online at e-Proc website(www.eproc.rajasthan.gov.in)
4.	Date of Publishing RFP Document on E-Portal and JMRC Portal	16.07.2024 from 18:00 hrs onwards
5.	Date & Time for Pre-bid Meeting	26.07.2024 at 11:00 Hrs Venue: Admin Building, Metro Depot, Jaipur Metro Rail Corporation Limited, Bhrigu Path Mansarovar, Jaipur (Raj.)
6.	Last Date of Submission of Written Queries	29.07.2024 upto 18:00 Hrs Written queries must be submitted to the Office of the Executive Director (CA), JMRC OR e-mailed to edca@jaipurmetrorail.in
7.	Date & Time of publishing of Pre-bid Replies/Addendum (If any)	05.08.2024 and 17:00 Hrs onwards
8.	Start Date for Online submission of Bid	06.08.2024 and 18:00 Hrs onwards
9.	End/Last Date for Downloading RFP Document	21.08.2024 upto 13:00 Hrs
10.	End/ Last Date for Online Submission of Bid (Bid Due date)	21.08.2024 upto 14:00 Hrs
11.	Submission of Original Demand Drafts /BCs/ BG for Bid Processing Fee, Tender Fee & Bid Security	21.08.2024 upto 15:30 hrs Venue: O/o Executive Director (CA), Jaipur Metro Rail Corporation Limited, 2nd Floor, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur (Rajasthan)- 302020
12.	Date and Time of Technical Bid Opening	21.08.2024 upto 16:30 Hrs Venue: Office of the Executive Director (CA), Jaipur Metro Rail Corporation Limited, 2nd Floor, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur (Rajasthan)- 302020
13.	Date, Time, and Venue of Financial Bid Opening	Shall be intimated to the Eligible Bidders at appropriate stage



S. N.	Event Description	Time Period
14.	Validity of Bids	180 (one hundred and eighty days) days from last date for bid submission(Bid due date).

Note 1: The above schedule is tentative. The Authority reserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

1.5. Schedule of Various Stages²

S. N.	Event Description	Time Period
1)	Issue of Letter of Award (LOA) to Selected Bidder	Shall be intimated to the Selected Bidder at appropriate stage.
2)	Acceptance of LOA by the Selected Bidder	Within 15 (fifteen) days of issuance of LoA
3)	Performance Security	Interest free, irrevocable and unconditional Performance Security equal to the approved " Annual Lease Premium " for the first year payable to JMRC post moratorium period shall be submitted by the Lessee within 30 days from the date of issuance of LoA. The amount of Performance Security shall be escalated by 15% after every 3 (three) years on compounding basis, after the moratorium period, so that the Performance Security shall always remain equal to the Annual Lease Premium payable for the current year.
4)	Upfront Lease Premium	Rs 2,90,00,000 (Rupees Two Crores Ninety Lakhs Only). Successful Bidder may pay 100% of the Upfront Land Lease Premium to JMRC within 30 (thirty) days from the issuance of Letter of Award (LoA), Or this amount can be staggered in 2 equal installments out of which the 1st payment shall be made within 30 days from the issuance of LoA & 2nd payment shall be made within one year (365 days) from the date of signing of Lease Agreement with an applicable interest rate of 10.5% per annum.



S. N.	Event Description	Time Period
5)	Success Fee	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 RFP document.
6)	Signing of Lease Agreement	Within 45 (Forty) days from the date of issuance of Letter of Award. Note:- In case, lessee fails to sign the Lease agreement within 45 (Forty) days from the date of issuance of Letter of Award, JMRC may allow further extension upto 30 days at its own discretion to sign the Lease Agreement.
7)	Handing over of Project land	Project Land shall be handed over to the lessee within 30 days of signing of lease agreement.
8)	Payment of Annual Lease Premium to JMRC.	Lessee shall pay the Annual Lease Premium in 4 (four) equal parts on quarterly basis post moratorium period, in advance i.e. latest by 25 th 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.

Note 2: If the Successful Bidder fails to submit the aforesaid Performance Security, Upfront Lease Premium, Success Fee or any other amount required in terms and conditions of this document, LoA shall be cancelled and any other amount submitted shall be forfeited by JMRC.



Signature of the Authorised Signatory of the Bidder

2. INSTRUCTIONS TO BIDDERS

A. General

2.1. Scope of Bid

- 2.1.1. JMRC invites Bids from Eligible Bidders in order to shortlist experienced and capable Bidders for the Project. The Financial Bids of Bidders fulfilling the Pre-Qualification Criteria shall be subsequently evaluated.

2.2. Minimum Eligibility Criteria

S. N.	Particulars	Documents Required
a)	Eligible Entities	
(i)	<p>Bidder must be a business entity recognized in the Indian law i.e. Proprietorship firm, Partnership/ LLP or Company incorporated in India as per Indian Companies Act 1956/2013 and having its registered office in India under relevant laws.</p> <p style="text-align: center;">OR</p> <p>A group of eligible business entities (as mentioned at above) in the form of Joint Venture/ Consortium incorporated in India of maximum 3 members. The Lead Member of the consortium shall have at least 51% share in JV/Consortium and substantial member should have at least 26% share.</p> <p>Single Entity Bidder or All Substantial Members in case of JV/Consortium must be in existence at least for last 3 years from the last date of submission of bids.</p> <p>An Entity submitting its bid individually shall be termed as "Single Entity Bidder". Group of entities submitting their Bid as Joint Venture/ Consortium shall</p>	<ul style="list-style-type: none"> • Certified copy of the certification of registration/ incorporation as applicable to legal status and other details viz. GST registration number, PAN number & EPF Registration No. (If Applicable). • Copy of bank statements (certified by Bank) for last 3 (three) financial years ending on March 31, 2023 in case the Bidder is a proprietorship firm or a Partnership firm. • Copy of partnership deed in case of Partnership/LLP firm. • Memorandum of Understanding (MOU) in case of JV/Consortium Bidder as per the format given in Bid Forms.



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, or the type of commercial project activities as outlined in the prevailing local 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>



S. N.	Particulars	Documents Required
	<i>all substantial members of the JV/Consortium can fulfil the Technical eligibility requirement collectively.</i>	
c)	Financial Eligibility	
(i)	<p>Net Worth: Bidder must have a minimum positive Net Worth of Rs. 2.25 Crore (Rupees Two Crores and Twenty-Five Lakhs Only) in the last Financial Year (FY 2022-2023).</p> <p><i>In case of JV/Consortium Bidder, all members of the JV/Consortium must have positive Net Worth, while all Substantial Members can fulfill the Net Worth requirement collectively.</i></p>	<ul style="list-style-type: none"> • Certificate specifying positive net worth of bidder (each member in case of JV/Consortium) in the last FY i.e., as on March 31, 2023 as per the format given in Bid Forms and duly certified by statutory auditor/ chartered accountant with Unique Document Identification Number (UDIN) on the certificate.
(ii)	<p>Turnover: Bidder must have a minimum average annual turnover of Rs. 4.50 Crore (Rupees Four Crores Fifty Lakhs Only) in last three financial years (FY 2020-21, FY 2021-2022 and FY 2022-2023)</p> <p><i>In case of JV/Consortium Bidder, all substantial members of the JV/Consortium can fulfil the Annual Turnover requirement collectively.</i></p>	<ul style="list-style-type: none"> • Certificate specifying minimum average annual turnover for FY 2020-21, FY 2021-2022 and FY 2022-2023 as per the format given in Bid Forms and duly certified by statutory auditor/ chartered accountant with Unique Document Identification Number (UDIN) on the certificate. • Bidder (each member in case of JV/Consortium) shall also submit audited financial accounts of FY 2020-21, FY 2021-2022, and FY 2022-2023.

2.3. General Conditions for Bidders

2.3.1. The Bidder shall be required to submit the Bid containing all details, documents as required in Bid Forms (Technical Bid Forms and Financial Bid Form).

2.3.2. A Bidder shall, in the last 3 (three) FYs i.e. FY 2020-21, FY 2021-2022 and FY 2022-2023, shall neither have failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor has been expelled from any project or contract nor have had any contract terminated for breach by such bidder nor have been debarred by any Government entity from participating in tendering process of Government projects.



2.3.3. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security, as the case may be, as mutually agreed for genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Lease Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.

For the purposes of this Clause 2.3.3, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% (twenty Six) percent of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
(iii) such Bidder, its Member, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has



- provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.3.3, shall include each member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.3.4. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Lease Agreement. In the event any such adviser is engaged by the Selected Bidder or Lessee, as the case may be, after issue of the LOA or execution of the Lease Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Lease Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Lease Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Lessee for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such an adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.



2.3.5. The Authority shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:

- a) failure to submit the supplementary information and additional documents, based on which bidder has claimed Financial Eligibility/ Technical Eligibility, within the required timeframe sought by the Authority for evaluation of the Bid;
- b) willful misrepresentation in any document submitted by the Bidder;
- c) if a Bidder submits more than one Bid;
- d) the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
- e) if a Bidder submits a non-responsive or conditional Bid;
- f) if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4.3 of this RFP document;
- g) if a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by the Bidder from time to time;
- h) any other conditions for which forfeiture of Bid Security have been provided under this RFP.

2.3.6. In the event Authority disqualifies any Bidder under Clause 2.3.5(b) to (h) to hereinabove, the Authority shall be entitled to forfeit the Bid Security of such disqualified Bidder.

2.3.7. Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision-making process of the Authority or any officer, agent, or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by the Authority at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.

2.3.8. Where the Bidder is JV/Consortium Bidder, it shall comply with the following additional requirements:

- a) The Bid shall contain the information related to each member of the JV/Consortium.
- b) The maximum number of members in a JV/Consortium shall not be more than 3 (three).
- c) A Bidder who is member of a JV/Consortium Bidder shall not submit its Bid either as Single Entity Bidder or member of any other JV/Consortium Bidder.
- d) The Bid shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all members of the JV/Consortium.



- e) Members of the JV/Consortium Bidder shall enter into a Memorandum of Understanding (MOU) as per the format specified in Bid Forms for the purpose of submission of their Bid. The Bid shall contain information about each member of the JV/Consortium and provide additional information whenever asked for.
- f) Lead Member, Substantial and Non-Substantial Members in case of JV/Consortium:-
- (i) Lead partner must have a minimum of 51% participation in the JV/Consortium.
 - (ii) Members with at least 26% shareholding in JV/Consortium shall be a Substantial Member. Credentials of only Substantial Members shall be considered for meeting the Eligibility criteria.
 - (iii) Member having less than 26% shareholding shall be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of eligibility criteria of JV/Consortium.
 - (iv) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any bidding stage after their submission of bid otherwise the bid shall be treated as non-responsive.

2.4. Payments/Fees with the Bid

- 2.4.1. 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

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.

- 2.4.2. Scanned copy of the Demand Drafts (DDs)/ Banker's Cheque of Scheduled Commercial Bank for above payments/fee shall be uploaded on



www.eproc.rajasthan.gov.in along with the submission of Technical Bid. Original Demand Drafts/ Banker's Cheque/ Bank Guarantee shall be submitted physically to the Authority on date, time and venue as given in Schedule of Bidding Process at Clause 1.4.

- 2.4.3. The Bid shall be summarily rejected if it is not accompanied by the Bid Processing Fee, Tender/Bid Document Cost and Bid Security.
- 2.4.4. Bid Security of Bidder(s) shall be returned by the Authority without any interest after signing of Lease Agreement with the Selected Bidder or when the Bidding process is cancelled by JMRC.
- 2.4.5. The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security, in accordance with the provisions of the LOA/Lease Agreement.
- 2.4.6. The Bid Security shall be forfeited by JMRC, at its sole discretion in the following cases:
- a) if the Bidder engages in a corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practices;
 - b) if the Bidder withdraws/modifies/substitutes its Bid during Bid Validity Period, including any extension thereof;
 - c) in case of a Selected Bidder, if it fails to sign the Lease Agreement or fails to furnish the required Performance Security to JMRC within the time specified herein and in the Letter of Award (LoA);
 - d) in case the Bid of the Bidder is determined as being non-responsive due to its being "**Conditional**" or for any other reason, in the opinion of Authority;
 - e) if the Bidder refuses to accept the correction of errors in its Bid;
 - f) any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP.
- 2.4.7. JMRC shall return the Bid Security after the earliest of the following events, namely:
- a) the expiry of Bid Validity Period; or
 - b) the execution of Lease Agreement with the Selected Bidder; or
 - c) the cancellation/ termination of Bidding Process for any reason whatsoever.

2.5. Bid Validity Period

- 2.5.1. The Bid shall remain valid for a period not less than 180 (One Hundred Eighty) days from the Bid Due date (Bid submission last date) (the "**Bid Validity Period**"). Authority reserves the right to reject any Bid which does not meet this requirement.
- 2.5.2. Extension of Bid Validity Period



- a) Prior to the expiry of Bid Validity Period, JMRC may request Bidders to extend the period of validity of their Bids for specified additional period. The request for an extension shall be made in writing. A Bidder's refusal for such extension shall be treated as withdrawal of the Bid and in such circumstance the Bid Security shall be returned to the Bidder.
- b) Bidders who agree for extension of Bid Validity Period, shall be required to extend the validity of their Bid Security/ or provide fresh Bid Security (as applicable) in conformity with this Clause.
- c) When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).

2.6. Number of Bids and Cost thereof

- 2.6.1. No Bidder shall submit more than 01 (one) Bid in response to this RFP Document. Any Bidder who submits more than one Bid shall be disqualified.
- 2.6.2. Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible or in way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.7. Visit to the Project Site and Verification of Information

- 2.7.1. Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertain themselves for the site conditions, location, surrounding, climate, access to the Project Site and its commercial potential before preparation and submission of their Bids. Such a visit shall be carried out by the Bidders at their own cost, risk, and responsibility. The Authority shall not be liable for such costs, regardless of the outcome of the Bidding Process. Interested entities may contact the following for permission and scheduling the site visit:

Joint General Manager (Revenue)

Jaipur Metro Rail Corporation Limited
2nd Floor, Admin Building, Metro Depot, Bhrigu Path
Mansarovar, Jaipur (Rajasthan)- 302020]

Phone: [0141-2822755];

E-mail: jgmrev@jaipurmetrorail.in

- 2.7.2. The Bidder or any of its authorized representatives may be granted permission to visit the Project Site by the Authority, upon receipt of a written request well in advance to the proposed date of visit to the Project Site. However, the permission would be subject to the express condition that the Bidder shall indemnify the Authority from and against all liability in respect of physical injury, loss of or damage to property and any other loss, costs and expenses whatsoever caused in carrying out such visits.



2.8. Acknowledgement by Bidder

2.8.1. It shall be deemed that by submitting the Bid, the Bidder has:

- a) made a complete and careful examination of the RFP Document;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, errors or mistakes in the information provided in the RFP Document or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.7.1 herein;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.7.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of the information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.7.1 hereinabove shall not be a basis for any claim for compensation, damages, and extension of time for performance of its obligations, loss of profits, etc. from the Authority, or a ground for termination of the Lease Agreement by the Lessee.
- f) agreed to be bound by the undertakings provided by it under and in terms hereof;
- g) acknowledged that it does not have a Conflict of Interest;

2.8.2. The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP Document or the Bidding Process, including any error or mistake therein or for any information or data given by the Authority.

2.9. Right to Accept or Reject any or all Bids.

2.9.1. The Authority reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Bidder for evaluation of the Bid.
- c) if any of the original Demand Drafts/ Banker's Cheque/ Bank Guarantee of the Bid Processing Fee, Tender/Bid Document Cost, or Bid Security is/are not received physically to the Authority on/before the date, time and venue as given in Schedule of Bidding Process at Clause 1.4.

2.9.2. Notwithstanding anything contained in this RFP Document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process



and reject all Bids, at any time without any liability or any obligations for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all the participating Bidders to submit fresh Bids hereunder.

2.10. Verification and Disqualification

2.10.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document at any time after the submission by the Bidder and till the subsistence of the Lease Agreement. The Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

The Authority reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, **or**
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each member may be disqualified/rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clause 3.2.; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.10.2. In case it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof, including the Lease thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LOA or entering into of the Lease Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Lease Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Lessee, as the case may be, without the Authority being



liable in any manner whatsoever to the Selected Bidder or Lessee. In such an event, the Authority shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Lease Agreement, or otherwise.

- 2.10.3. All communications to the Authority, in the context of this RFP Document and related issues, unless specified otherwise, shall be addressed to:

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation Limited
2nd Floor, Admin Building, Metro Depot, Bhrigu Path
Mansarovar, Jaipur (Rajasthan)- 302020
Phone: 0141-2822752;
E-mail: edca@jaipurmetrorail.in

- 2.10.4. All communications to the Bidders shall be sent to the designated person/representative of the prospective Bidder at the address mentioned in the covering/forwarding letter of its Bid, as addressed to the Authority unless the Authority is advised otherwise by the concerned prospective Bidder.

- 2.10.5. The Authority shall not entertain or enter into any correspondence (written or oral) with the Bidders except where the Authority seeks clarification from the prospective Bidder or where a prospective Bidder seeks clarification from the Authority in writing before submission of Bid, where upon the Authority may provide written clarifications.



B. RFP Document**2.11 Availability of RFP Document**

- 2.11.1 The RFP Document (in PDF format) shall be available on www.eproc.rajasthan.gov.in; www.sppp.rajasthan.gov.in; <https://www.transport.rajasthan.gov.in/jmrc> during the period mentioned in the schedule of Bidding Process at Clause 1.4.
- 2.11.2 Prospective Bidders can download the RFP Document from the above websites but shall be required to remit the cost of the RFP Document (Tender/Bid Document Cost) in the manner and form as prescribed in Clause 1.4.

2.12 Pre-Bid Meeting and Clarifications by the Authority

- 2.12.1 A Pre-Bid Meeting shall be held on the date, time and venue mentioned in Clause 1.4 (Schedule of Bidding Process) to clarify and discuss any provisions or requirements related to this RFP Document. All interested parties can participate in the Pre-Bid Conference.
- 2.12.2 All queries to be raised at the Pre-Bid Meeting shall be submitted in writing to the Authority before the scheduled date as mentioned in Clause 1.4 (Schedule of Bidding Process). Written queries shall be submitted at the address given in Clause 2.9.5 or e-mailed at edca@jaipurmetrorail.in in the following format:

S. N.	Reference Clause of RFP	Subject/Title	Query/ Clarification Sought

- 2.12.3 The Authority shall endeavor to respond the written queries received from the prospective Bidders. However, the Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any query or to provide any clarification.
- 2.12.4 Verbal clarifications and information given by the Authority, or its employees or representatives advisors/consultants shall not in any way or manner be binding on the Authority.

2.13 Addendum/Amendment in the RFP Document

- 2.13.1 At any time prior to the Bid Due Date, the Authority may for any reason, whether on its own initiative or as a result of a response to written queries, modify the RFP Document/extend Bid Due Date by issuing an **"Addendum/Amendment"**. Any modification of the RFP Document shall be made by the Authority exclusively through the issue of an Addendum/Amendment.



2.13.2 Addendum/ Amendment shall be notified only on www.eproc.rajasthan.gov.in & www.sppp.rajasthan.gov.in and <https://transport.rajasthan.gov.in/jmrc>. Such an Addendum shall become part of the RFP Document.

C. Preparation & Submission of Bid

2.14 Language of the Bid

2.14.1 The Bid and related documents to the Bid and all correspondence exchanged between Bidder(s) and the Authority shall be in English language. Supporting documents and printed literature furnished by the Bidder(s) in another language shall be accepted provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.15 Format and Signing of the Bid

2.15.1 The Bidder shall provide all the information sought under this RFP Document.

2.15.2 Bidder shall submit their Bids in accordance with the provisions set forth in this RFP Document. In order to enable consistency among Bids and to facilitate smooth evaluation by the Authority, some formats in which the Bidders shall provide information/data comprising Bids are given in this RFP Document. The Authority shall evaluate only those Bids that are received in the required format complete in all respects and in line with the instructions contained in this RFP Document.

2.15.3 The Technical Bid shall be signed and stamped on each page by a person duly authorized to sign on behalf of the Bidder holding Power of Attorney, as per the format as specified in Bid Forms. **The Technical Bid shall be in PDF format with all pages numbered serially along with an index.** The PDF format shall be uploaded on the website as provided in this RFP.

2.15.4 The Financial Bid shall be submitted online at e-proc website in the format as specified in Financial Bid Form (BOQ)

2.15.5 Any corrections in the Technical Bid such as interlineations, erasures or overwriting etc. in the Bid document should be avoided. However, any corrections in the Technical Bid such as interlineations, erasures or overwriting etc., if necessary, shall be valid only if they are initialed /signed and stamped by a person duly authorized to sign on behalf of Bidder.

2.15.6 A single stage two-part (Technical Bid and Financial Bid) system shall be followed for the Bid as outlined below:

(i) Technical Bid, including Fee details (Tender Fee, Bid Processing Fee and Bid Security) in PDF format

(ii) Financial Bid in MS-Excel format to be submitted online on EProc Portal.

2.15.7 Technical Bid (the "**Technical Bid**") shall consist of the following documents:



S. N.	Document Type	Document Format
1	Letter of the Bid	as per the format specified at Technical Bid Form-1 (in PDF Format)
2	Tender/Bid Document Cost	Scanned copy of Demand Draft/ Banker's Cheque (in PDF Format)
3	Bid Processing Fee (Payable to Managing Director, RISL Jaipur)	Scanned copy of Demand Draft/ Banker's Cheque (in PDF Format)
4	Bid Security	Scanned copy of Demand Draft/ Banker's Cheque/Bank Guarantee (As per format given in Technical Bid Form-11)
5	Details of Bidder (<i>in case of JV/Consortium Bidder, Form to be submitted for each member</i>)	as per the format specified at Technical Bid Form-2 (in PDF format)
6	Self certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder. Copy of bank statement of last three (03) financial years ending on March 31, 2023 (in case Bidder is a Proprietorship Firm or Partnership firm) <i>(in case of JV/Consortium Bidder, documents shall be submitted for each member)</i>	Scanned copy of documents (in PDF format)
7	Certified Copy of GST Registration and copy of EPF registration (if applicable) or self declaration if EPF is not applicable.	Scanned copy of documents (in PDF format)
8	Certified Copy of PAN Card	Scanned copy of documents (in PDF format)
9	Power of Attorney for Signing of Bid	as per the format specified at Technical Bid Form-3A (in PDF format)
10	Power of Attorney for Lead Member of Consortium/JV	as per the format specified at Technical Bid Form-3B (in PDF format)
11	Self-Declaration of No Blacklisting or Debarment	as per the format specified at Technical Bid Form-4 (in PDF format)



S. N.	Document Type	Document Format
12	Anti-Collusion Certificate	as per the format specified at Technical Bid Form-5 (in PDF format)
13	Technical Eligibility	as per the format specified at Technical Bid Form-6 (in PDF format)
14	Undertaking	as per the format specified at Technical Bid Form-7 (in PDF format)
15	Declaration by the bidder	as per the format specified at Technical Bid Form-8 (in PDF format)
16	Financial Eligibility	as per the format specified at Financial Bid Form-9 (in PDF format)
17	Memorandum of Understanding (MoU) between JV/Consortium Members	as per the format specified at Technical Bid Form-10 (in PDF format)
18	Copy of RFP Document along with corrigendum(s), addendum(s), amendment(s) (if any), sealed and signed on each page by the Authorised Signatory of Bidder	PDF Format
19	Check List	As per technical Bid Form -12 (in PDF format)

2.15.8 Financial Bid (the "**Financial Bid**") shall consist of the following document:

S. N.	Document Type	Document Format
1	Financial Bid	As per the format specified at Financial Bid Form (BOQ) (format available at www.eproc.rajasthan.gov.in)

2.15.9 Financial Bid should not be indicated at any place in the Technical Bid, otherwise, the Bid shall be summarily rejected.

2.15.10 The utmost care should be taken to upload the Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following step to be followed in submission of Financial Bid:

- (i) Download format of Financial Bid in XLS/XLSX format



- (ii) The same XLS/XLSX file is a password protected file. Don't unprotect the file.
- (iii) Fill '**Bidder's Name**' and quote '**Rate per sqm per month**' in the given cells.
- (iv) Validate the above sheet and save the file in your computer and upload this duly filled file.

Note:

- *It is to be noted that GST and any other taxes, as applicable on Annual Lease Premium to be quoted in Financial Bid shall be chargeable extra as per the prevailing rate and rules and shall be borne by the Selected Bidder only.*
- *While quoting rates in financial Bid, the Bidder must take into account existing tax structure as on last date of Bid submission and later on no claims as issues regarding misinterpretation of tax liability, etc., shall be entertained.*
- *Annual Lease Premium quoted by Bidder shall be considered for evaluation upto to two digits only after decimal.*

2.16 Submission of Bid

- 2.16.1 Bid shall be submitted in two separate files i.e. (i) Technical Bid (in PDF format) and (ii) Financial Bid (in MS-Excel format). Technical Bid and Financial Bid shall contain all documents/information as set forth in this RFP document and in the format and manner detailed in Clauses 2.15.7.
 - 2.16.2 The Bid shall be submitted/ uploaded online on www.eproc.rajasthan.gov.in only. Bidders must register on www.eproc.rajasthan.gov.in (Bidders already registered www.eproc.rajasthan.gov.in before 30-09-2011 must register again). Bidders are advised to refer to the orders issued by the Finance Department, GoR vide F.1(1) FD/GF&AR/2007 (Circular No. 19/2011) dated 30.09.2011 for getting acquainted with e-tendering process.
 - 2.16.3 To participate in the online Bidding Process, Bidders must have a valid Digital Signature Certificate (Class III) as per Information Technology Act,2000 using which they can digitally sign their Bids. Bidders can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency.
 - 2.16.4 Bidders are also advised to refer to the "**Bidders Manual Kit**" available at e-procurement website for further details about the e-Tendering process.
 - 2.16.5 Training for the Bidders on the usage of the e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested in training may contact e-Procurement Cell, RISL, to book the training slot.
- Contact No.:** 0141-4022688 (Help desk 10 am to 6 pm on all working days)
- E-mail:** eproc@rajasthan.gov.in
- 2.16.6 Bid (Technical Bid and Financial Bid) submitted/uploaded on www.eproc.rajasthan.gov.in shall be digitally signed with DSC of the Authorised Signatory.



2.16.7 The bidders shall submit original Demand Draft (DD) for Bid Processing Fee, Tender Fee, and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process as given at Clause 1.4. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder.

2.17 Last Date of Submission of Bid (Bid Due Date)

2.17.1 Bid should be submitted/ uploaded on www.eproc.rajasthan.gov.in during the period given in Schedule of Bidding Process at Clause 1.4 in the manner and form as detailed in the RFP Document. Bidders are requested to upload their Bids well in time so as to avoid 11th hour issues such as slow speed of internet, website hanging/ choking/ slow downloading due to heavy load or any other unforeseen situation.

2.17.2 The Authority may at its sole discretion, extend the Bid Due Date by issuing an Addendum.

2.18 Withdrawal, Substitution and Modification of Bids

2.18.1 A Bidder may withdraw/ substitute/ modify its Bid (Technical and/or Financial Bid) as per the instruction/ procedure (if available) at www.eproc.rajasthan.gov.in till Bid Due Date. Bidder shall not be permitted to withdraw/ substitute/ modify its Bid after Bid Due Date.

2.18.2 Bid withdrawn shall not be opened and processed further.

D. Opening of Bids

2.19 Opening of Technical Bid

2.19.1 The Authority, in the first part, shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process given at Clause 1.4 in the presence of the Bidders or their authorized representatives who choose to attend.

2.19.2 All the documents comprising of Technical Bid shall be downloaded from www.eproc.rajasthan.gov.in only for the Bidders who have submitted the original Demand Draft (DD)/Banker's Cheque from Scheduled Commercial Bank for Bid Processing Fee, Tender Fee, and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process given at Clause 1.4 and in conformity with the provisions set-forth in the RFP document.

2.19.3 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its successors, or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.19.4 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.



- 2.19.5 If any information furnished by the Bidder is found to be incomplete or contained in a format other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.
- 2.19.6 In the event that a Bidder claims credit for eligibility under the Eligibility Criteria, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from admissibility for purposes of the Eligibility Criteria. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with provisions of Clause 2.9.

2.20 Confidentiality

- 2.20.1 Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or Authority or as may be required by law or in connection with any legal process.
- 2.20.2 The Authority shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:
- (i) Bid is accompanied by relevant document related to Tender Fee, Bid Processing Fee and Bid Security;
 - (ii) Bid is valid for the period specified in the RFP Document;
 - (iii) Bid is unconditional;
 - (iv) other conditions as specified in the RFP Document are fulfilled;
 - (v) any other information which the Authority may consider appropriate has been furnished by the Bidder.
- 2.20.3 No Technical Bid shall be rejected at the time of Technical Bid opening except the Bids of the Bidders who have not submitted original Demand Draft (DD)/Banker's Cheque from Scheduled Commercial Bank for Bid Processing Fee, Tender Fee and Bid Security.
- 2.20.4 The Financial Bid shall remain unopened, which shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids.

2.21 Tests of Responsiveness



- 2.21.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive only if:
- a) it is received as per the formats specified in Clauses 2.15.7;
 - b) it is received by the Bid Due Date including any extensions thereof in pursuant to Clause 2.15.7;
 - c) it is signed and submitted in accordance with Clauses 2.5 and 2.6;
 - d) it is accompanied by the Power of Attorney in the format as specified at Technical Bid Form-3;
 - e) it contains all the information and documents (complete in all respects) as requested in this RFP Document;
 - f) it contains information in formats same as those specified in this RFP Document;
 - g) it does not contain any condition or dis-qualification; and
 - h) it is not non-responsive in terms hereof.
- 2.21.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid.

2.22 Clarifications from the Bidders

- 2.22.1 To facilitate the evaluation of Bids, the Authority may, at its discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.22.2 If a Bidder does not provide clarifications sought under Clause 2.12.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bidder does not provide the clarifications within the stipulated time, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

2.23 Qualification of Bidders and Notification

- 2.23.1 After the evaluation of the Technical Bids in the first part, the Authority would announce a list of "**Eligible Bidders**" whose Financial Bids will be opened in the second part.
- 2.23.2 Authority shall upload the result of evaluation of Technical Bids on [www.eproc.rajasthan.gov.in] and notify each Bidder through uploading the result of evaluation on aforesaid portal only whether it has been qualified or disqualified in the evaluation of Technical Bid.



2.23.3 The Authorities shall also notify about the date, time and venue of opening of Financial Bids on [www.eproc.rajasthan.gov.in] and also individually to each of the Eligible Bidder.

2.24 Opening of Financial Bids

2.24.1 In the second part, the Financial Bids of only Eligible Bidders shall be opened who shall be informed about the venue, date and time of opening of Financial Bids.

2.24.2 The Financial Bids of only Eligible Bidders shall be downloaded from www.eproc.rajasthan.gov.in and opened in the presence of representatives of the Eligible Bidders, who choose to attend.

2.25 Proprietary data

2.25.1 All documents and other information supplied by the Authority or submitted by a Bidder to Authority shall remain or become the property of the Authority.

2.25.2 Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid, or any information provided therewith.

2.26 Correspondence with the Bidder

2.26.1 Save and except as provided in this RFP Document, Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.



3. CRITERIA FOR EVALUATION

3.1 Technical Bids

- 3.1.1 In the first part, the Authority shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the RFP Document.
- 3.1.2 Bidders who meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as "**Eligible Bidders**".
- 3.1.3 Bidders who do not meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as "**Non-eligible Bidders**".
- 3.1.4 The Authority shall upload the result of the Technical Bid Evaluation on [www.eproc.rajasthan.gov.in].
- 3.1.5 The Authority shall also notify about the date, time, and venue of the opening of Financial Bids in the second part only to the Eligible Bidders.

3.2 Financial Bids

- 3.2.1 In the second part, the Authority shall examine and compare the Financial Bids submitted by the Eligible Bidders, taking into account the following factors:
- Overall, completeness and compliance as per the instructions given in this RFP Document.
 - Conditional Bids are liable to be rejected.
- 3.2.2 Financial Bid shall be quoted in rate per sqm per month as offered by the Bidder to the JMRC for leasing of total Site area of approximately 1,011.7 sqm adjacent to Civil Lines Metro Station– as per the terms of the RFP Document and the Lease Agreement to be signed between JMRC and Selected Bidder (Lessee).
- 3.2.3 Under the Financial Bid, the Bidders shall be required to quote in terms of Rate per Sq.m. per month for the project Land, based on which the Annual Lease Premium for 1st Year of Operation shall be worked out as per clause 1.3.4. The Bidder who offers the highest Annual Lease Premium shall be awarded the Lease contract. GST and other applicable taxes at the prevailing rate, shall be payable extra by the Bidder.
- 3.2.4 Annual Lease Premium accepted for the Selected Bidder shall be escalated @ 15% (fifteen percent) after every 3 (three) years on a compounding basis.
- 3.2.5 The Selected Bidder shall be required to pay Annual Lease Premium and other recurring charges (as agreed by JMRC) if any, for the lease of Project Site. GST and all applicable taxes, duties, cess, surcharges, levies, etc. shall be paid additionally for all payments (including but not limited to Annual Lease Premium and applicable recurring charges, if any to be made by Selected Bidder to JMRC under the Lease Agreement.
- 3.2.6 After opening, Financial Bids shall be ranked on the basis of Annual Lease Premium worked out on the basis of Bidder's quote in its Financial Bid. The



Bidder quoting the highest Annual Lease Premium shall be ranked as Highest Bidder (**H1**) and other Bidders in descending order (e.g. H2, H3, H4, etc. on the basis of highest to lowest Annual Lease Premium).

- 3.2.7 The bidder quoting the highest Annual Lease Premium (H1 Bidder) shall be finally selected and adjudged as the successful/ selected Bidder.
- 3.2.8 After selection, a Letter of Award (the "**LoA**") shall be issued by the Authority to the Highest/Selected Bidder who shall, within 15 days of issuance of the LoA, sign and return the copy of the LoA in acknowledgement thereof. In the event copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to an extension of time for submission thereof, cancel the LoA on account of the failure of the Selected Bidder to acknowledge the LoA and forfeit the Bid Security of such Bidder as damages.
- 3.2.9 After acknowledgement of the LoA as aforesaid by the Highest/ Selected Bidder, it shall cause the Selected Bidder to submit the Performance Security as specified in Clause 4.1 within 30 days of issuance of LoA and shall be required to execute Lease Agreement within 45 days of issuance of LoA. The Bidder shall not be entitled to seek any deviation, modification, or amendment in the Lease Agreement.
- 3.2.10 In case the Lease Agreement is not executed within 45 days of issuance of LoA, for reasons attributable to the Selected Bidder, the Authority reserves the right to cancel the LoA and forfeit the Bid Security/ Performance Security, as the case may be.
- 3.2.11 In case two or more Bidders have quoted the same rate in their Financial Bids, which is also the highest rate offered, then all such bidders ("**Tie Bidders**") shall be given an opportunity to revise their Financial Bid by submitting a fresh financial bid(s) in a sealed envelope. The revised financial bid shall be submitted by the date and time as notified to the concerned Bidders in physically sealed envelopes. The bidder whose offer is highest, shall be declared as successful bidder.
- 3.2.12 In case two or more bidders again quote the same rate in their revised Financial Bids, then JMRC shall resort to an open auction among the same bidders (i.e., who have quoted the same Financial Bid) and the bidder for respective bid whose offer is highest, shall be declared as successful bidder. The date and time of the auction will be notified to the concerned bidders.
- 3.2.13 In case Highest Bidder (H1 Bidder) withdraws or is not selected for any reason, within the bid validity period, JMRC, in its sole discretion, may award the Project to the Bidder(s) next in the rank on H1 bidder's rate.
- 3.2.14 In the event no Bidder is selected during the bidding process, the Authority in its sole discretion, may annul the bidding process.



4. OTHER CONDITIONS

4.1 Performance Security

- 4.1.1 The Successful Bidder shall within 30 (Thirty) days from the date of issuance of Letter of Award (LoA) submit an interest free, irrevocable and unconditional Performance Security to the JMRC for a sum equivalent to one hundred percent of first year's approved Annual Lease Premium (Ex. GST), for the said project land to ensure due performance of all obligations of the Lessee under the Lease Agreement against event of default by the Lessee and/or any material breach of its obligations there under.
- 4.1.2 Amount of Performance Security shall be increased at the end of every 3rd year on a compounding basis to ensure that the quantum of Performance Security is maintained equal to the lease amount payable by Lessee to JMRC in the immediate next 12 (twelve) months, for which Lessee shall be required to either replenish the existing Performance Security with the increased amount or provide Performance Security of the increased amount before 60 (Sixty) days of the expiry of original Performance Security.
- 4.1.3 Performance Security shall be deposited in the form of Demand Draft or Banker's cheque or FDR or Bank Guarantee of a Scheduled Commercial Bank in the form set forth in Schedule-A of Lease Agreement, in favour of "Jaipur Metro Rail Corporation Limited" drawn at a branch of any Scheduled Commercial Bank located at Jaipur and payable at Jaipur only. The Bank Guarantee shall remain valid for all the time throughout a period of 45 (forty-five) plus one year. The validity period of the Bank Guarantee submitted to JMRC shall not be less than 3 (three) years and shall be renewed thereafter in accordance with the lease conditions under the Lease Agreement.
- 4.1.4 In case Performance Security is submitted in the form of a Bank Guarantee of a Scheduled Commercial Bank in the specified format (Schedule -A of Lease Agreement), then Lessee during the period of 45 (forty-five) years may have to get the Bank Guarantee renewed/ re-issued/ replenished by their 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 1 (one) year.
- 4.1.5 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.



If the successful bidder fails to submit the performance security within the specified time period, JMRC may extend time or cancel LoA issued to the successful bidder and the bid security shall be forfeited.

4.1.6 In any case, no interest shall be payable by JMRC on Performance Security submitted by Lessee to JMRC.

4.1.7 JMRC shall release/ refund the Performance Security to Lessee upon expiry of Lease Period/ extended Lease Period/ termination before end of Lease Period, subject to deduction of any amount payable by Lessee to JMRC.

4.1.8 In case of extension of lease period granted by JMRC for additional period, the Lessee shall submit performance security for additional period plus one year in the manner mentioned above.

4.2 Success Fee

4.2.1 The success fee shall be paid by the selected bidder to the Transaction Advisor in the form of Demand Draft/Banker's Cheque.

The success fee shall be calculated @1.5% of the Net Present Value (NPV) of total receivable to JMRC during the entire Lease Period of 45 (forty-five) years (i.e., 1.5% of the upfront lease Premium + 1.5% of NPV Value of total lease amount i.e. Annual Lease Premium (excluding GST) receivable by JMRC during the entire Lease Period of 45 (forty-five) years.

The discounting rate for calculating NPV shall be @ 15%. Only Initial period of agreement between the concessionaire & JMRC shall be taken into account for calculation of NPV & any extendable period shall be ignored. GST shall be payable extra, as applicable.

4.2.2 The Success Fee shall be payable to the Transaction Advisor by the selected Bidder in 4 equal instalments as per following:

Instalment 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, whichever is later.	Consultant will certify that 25% Project has been completed.
(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.
-----	--	---

4.3 Fraud and Corrupt Practices

- 4.3.1 Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Authority may reject a Bid without being liable in any manner whatsoever to the Bid if it determines that the Bid has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the Bidding Process.
- 4.3.2 Without prejudice to the rights of Authority under Clause 5.1.1, if a Bid is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by Authority during a period of 3 (three) years from the date such Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Lease Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Lease Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Lease Agreement, who at any time has been or is a legal, financial or technical advisor of Authority in relation to any matter concerning the Project;



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

4.4 Upfront Lease Premium

- 4.4.1 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.

4.4.2 Mode of Payment of Upfront Lease Premium

The successful bidder shall have an option to pay the Upfront Lease Premium in the following manner:

- a) One Time Payment:** Either 1 (One) Time (100%) within 30 days of issuance of LoA

OR

- 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 Premium within 1 year from the signing of Lease Agreement.



5. MISCELLANEOUS

5.1 Miscellaneous

- 5.1.1 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) qualify or not to qualify any Bidder and/ or to consult any Bidder in order to receive clarification or further information; retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.1.2 It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies Authority, its employees, project management consultant, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the RFP Document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

5.2 Conflict of Interest

- 5.2.1 A Conflict of Interest for Authority or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- 5.2.2 The situations in which the Authority or its personnel may be considered to be in Conflict of Interest includes, but not limited to, following:
- a) A Conflict of Interest occurs when Authority's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a tendering official.
 - b) Within the tendering environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of, employment after retirement from Authority's service or the receipt of a gift that may place Authority's personnel in a position of obligation.



- c) A Conflict of Interest also includes the use of Authority's assets, including human, financial and material assets, or the use of Authority's office or knowledge gained from official functions for private gain or to prejudice the position of someone Authority's personnel does not favour.
- d) A Conflict of Interest may also arise in situations where Authority's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from Authority personnel's actions or decisions.

5.2.3 A Bidder may be considered to be in Conflict of Interest with one or more parties in a Bidding process if, including but not limited to:-

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the Bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) a Bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one bid; or
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of the Bidding Process.

5.3 Prohibition against Collusion amongst Bidder(s)

5.3.1 Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived independently. Any Bid which has been arrived at through connivance or collusion or pooling amongst two or more Bidder(s) shall be deemed to be invalid and the Bid Security of concerned Bidder(s) shall be forfeited at sole discretion of Authority.

5.4 Interpretation of Documents

In the interpretation of this RFP, unless the context otherwise requires:

- (i) The singular of any defined term includes the plural and *viceversa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
- (ii) Reference to any gender includes the other gender;
- (iii) Unless otherwise stated, a reference to a Clause, Clause, Paragraph, Subparagraph, Annexure, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;



- (iv) A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- (v) The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- (vi) Any reference to a person shall include such person's successors and permitted assigns;
- (vii) A reference to a "writing" or "written" includes printing, typing, and other means of reproducing words in a visible form;
- (viii) Any date or period set forth in this RFP Document shall be such date or period as may be extended pursuant to the terms of this RFP Document;
- (ix) A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
- (x) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP Document mean and refer to this RFP Document and not to any particular Article, Clause or Section of this RFP Document. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP Document so specified;
- (xi) In case of any conflict, discrepancy or repugnancy between the provisions of RFP Document, provisions of the Lease Agreement shall prevail and supersede the provisions of all other documents;
- (xii) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
- (xiii) All capitalized words and expressions used in the RFP Document shall have the meaning as ascribed to them in the RFP Document. In case the same is not defined in the RFP then they shall have the same meaning as ascribed to them in the Lease Agreement.

5.5 Formation of Special Purpose Vehicle (SPV)

- 5.5.1 In case the Selected Bidder is a Consortium/JV, such Consortium/JV shall be required to incorporate a company under Companies Act, 2013 which shall be a Special Purpose Vehicle (SPV) after issuance of the LoA and the SPV shall enter into Lease Agreement with JMRC for implementation of the Project within 45 days from date of issuance of the LoA.
- 5.5.2 The members of Consortium/JV shall be required to maintain 100% of the equity of the SPV throughout the subsistence of the Lease Agreement.



- 5.5.3 In case selected bidder is other than a consortium/ JV, they may also form Special Purpose Vehicle (SPV). In such case the SPV shall enter into Lease Agreement with JMRC for implementation of the project within 45 days from date of issuance of the LoA. The bidder shall be required to maintain 100% of equity of the SPV throughout the subsistence of the lease agreement.



6. BID FORMS



Signature of the Authorised Signatory of the Bidder

Technical Bid Form-1: Letter of the Bid

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

Ref.

Dated: [●]

To

The Executive Director (Corporate Affairs)

Jaipur Metro Rail Corporation Limited
Admin Building, Metro Depot, Bhrigu Path
Mansarovar, Jaipur, Rajasthan – 302020
Email: edca@jaipurmetrorail.in

Sub: Development of Parking Land adjacent to Civil Lines Metro Station of JMRC (Jaipur Metro) ("Project")

Dear Sir,

1. With reference to your RFP Document dated [●], I/we, having examined the Bid Documents and understood their contents, hereby submit my/our Bid which includes the Cost of Bid Document for [●] No(s) of Project Site in terms of the RFP Document. I/We also acknowledge that the Bid is unconditional.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Lessee for the aforesaid Project(s), and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Lessee for the development, construction, operation, and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Laws, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project by any public authority nor have had any Lease terminated by any public

[£] If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.



authority for breach on our part /non participation in the any of the bidding due to blacklisting.

7. I/ We declare that:

- a) I/ We have examined and have no reservations to the Bid Documents, including any Addendum(s)/ corrigendum(s)/amendment(s) (if any) issued by JMRC; and
- b) I/ We do not have any Conflict of Interest in accordance with this RFP Document; and
- c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this RFP Document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice; and
- e) I/we certify that the undertakings given by me/us along with the Bid for prequalification in response to RFP for the Project are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- f) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with this RFP Document.
- g) I/ We believe that we/our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP Document.
- h) I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of any other Consortium submitting a Bid for the Project.
- i) I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.



- j) I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- k) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately in writing.
- l) I/We further certify that we/any Member of the Consortium or any of our/ their Association are not barred by the Central Government/State Government or any entity controlled by it, from participation in any project and no bar subsists as on date of Bid.
- m) I/ We acknowledge and undertake that in case of JV/Consortium bidder, if our Consortium gets qualified and short-listed on the basis of Financial Capacity of its Member who shall be bound to maintain 100% of share capital of the SPV (Lessee) throughout the subsistence of the Lease Agreement.
- n) I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical and/or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Lease Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Lease Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- o) I/ We undertake that in case of selected bidder is JV/Consortium, I/We shall be required to incorporate Special Purpose Vehicle (SPV) under the Companies Act, 2013 of India. Lease Agreement shall be signed with SPV company ("Lessee") and all members of the Consortium Bidder shall be the confirming party to this Lease Agreement.
- p) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.



- q) I/ We hereby declared that in case of selected bidder is JV/Consortium I/we agree to form an SPV (Special Purpose Vehicle) and agreed to enter into a Lease Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- r) I/ We have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Lease Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Lease.
- s) I/ We agree to make payment of Upfront Lease Premium and Annual Lease Premium escalated by 15% (Fifteen Percent) after every three years.
- t) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- u) The rate per sqm per month has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document, Lease Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project(s).
- v) I/ We agree and undertake to abide by all the terms and conditions of the RFP Document which inter alia includes payment of Annual License Premium, Upfront Lease Premium and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the Bidding Document.
- w) I/We, the Lease Member(s) agree and undertake to be jointly and severally liable for all the obligations of the Lease under the Lease Agreement till the competition of Lease Period in accordance with the Lease Agreement.
- x) I/ We confirm that all the terms and conditions of the Bid are firm and valid for acceptance, and we shall keep this offer valid for 180 (one hundred and Eighty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.



Signature of the Authorised Signatory of the Bidder

Yours faithfully,

(Signature, name, and designation of the Authorized signatory)



Signature of the Authorised Signatory of the Bidder

Technical Bid Form-2: Details of the Bidder

(To be filled by Single Entity Bidder and each member in case of JV/Consortium Bidder)
RFP No. F.1(R-169)/JMRC/DC/Rev./20-21/CLJP/01 dated 16.07.2024

1	Category of Bidder (Single Entity Bidder/ (JV/Consortium) Bidder)	[•]
2	Name of Bidder (Mention name of Single Entity Bidder/ Lead & other members in case of JV/Consortium Bidder)	[•]
3	Legal Status of Bidder	[•]
4	Date of Incorporation/Registration	[•]
5	Office Address of Bidder with Contact & Communication details	[•]
6	Brief Description of Bidder's Organisation Ownership Structure Background of Promoters Management Structure	[•]
7	Particulars of Authorised Signatory	Name: [•] Designation: [•] Address: [•] Telephone: [•] Mobile:[•] Fax: [•] E-mail: [•]
8	Bank Details of Bidder	All the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed. Name of Account Holder: [•] Account No: [•]



		Account Type: [•] Bank's Name: [•] Branch: [•] IFSC Code: [_____]
9	GST Registration No.	[•]
10	PAN No.	[•]
11	EPF Registration No. (if applicable)	

Note:

- In case of JV/Consortium Bidder, the above format shall be submitted by each member of the JV/Consortium Bidder.
- Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number, PAN number and EPF Registration number (if applicable) or self declaration in case EPF is not applicable duly signed by Authorised Signatory with Bidder's seal.
- Copy of bank statement for last 3 financial years (certified by Bank) preceding to the Bid Due Date in case the Bidder is a proprietorship/Partnership firm.

For and on behalf of : [•] (Name of Single Entity Bidder/ Lead Member in case of a JV/Consortium Bidder and Bidder's seal)

Signature : [•] (Authorised Signatory)

Name of the Person: [•]

Designation : [•]

Seal of the Bidder : [•]

Date : [•]

Place : [•]



Signature of the Authorised Signatory of the Bidder

Technical Bid Form-3A: Power of Attorney for Signing of Bid*

(To be submitted on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty duly notarized)

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

Know all men by these presents, We [•] (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), [•] who is presently employed with us, [•], name Bidder, and holding the position of [•], as our true and lawful attorney (hereinafter referred as the **"Authorised Signatory"**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Development of Parking Land adjacent to Civil Lines Metro Station of JMRC(**"Project"**) issued by Jaipur Metro Rail Corporation Limited (JMRC) (**"Authority"**) including but not limited to signing and submission of all Bids, Bids and other documents and writings, providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Lease Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Lease Agreement with the Authority.

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

IN WITNESS WHEREOF WE, [•], THE ABOVE-NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [•] DAY OF [•], 2024.

For

(Signature, name, designation, and address)

Witnesses:

1.

(Notarized)

Accepted

(Signature)

(Name, Title, and Address of the Authorised Signatory)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power



Signature of the Authorised Signatory of the Bidder

of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Note*: to be submitted in original



Signature of the Authorised Signatory of the Bidder

Technical Bid Form-3B: Power of Attorney for Lead Member of Consortium*

(To be submitted on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty duly notarized)

Whereas the Jaipur Metro Rail Corporation Ltd. ("**the Authority**") has invited Bids from interested parties for the Development, Operation and Maintenance of Parking Land adjacent to **Civil Lines Metro Station** of JMRC and Property Monetization through leasing on long term basis Project (the "**Project**").

Whereas [____], [____], [____] and [____] (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds, and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, [____] having our registered office at [____], M/s. [____] Having our registered office at [____], M/s. [____] Having our registered office at [____], and [____] having our registered office at [____], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint, and authorise M/s [____] having its registered office at [____] being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the lease, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium and submission of its Bid for the Project, but not limited to signing and submission of all Bids, applications and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences and Bidding Process, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/ or upon award thereof till the Lease Agreement is entered into with the Authority.

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



IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [_____] DAY OF [_____] , 2024.

For [_____]

(Signature, Name & Title)

[_____]

(Signature, Name & Title)

For [_____]

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *er.*

Note*: to be submitted in original



Technical Bid Form-4: Self-Declaration of No Blacklisting or Debarment

(To be submitted by Single Entity Bidder/each member in Case of JV/Consortium Bidder)

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

I/We hereby declare that presently the [_____] (name of Bidder), at the time of bidding:

- a) is competent to execute and perform as per the provisions of applicable laws.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP Document issued by Jaipur Metro Rail Corporation Limited (JMRC) (the "**Authority**").
- c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the RFP Document.
- d) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU).
- e) is not debarred by the State Government of Rajasthan, its undertaking/ agencies from participating in bidding process for the projects/ contracts in Rajasthan.
- f) does not have any previous transgressions with any entity in India or any other country during the last 3 years i.e., 2021, 2022 and 2023.
- g) does not have any debarment by any other Government entity.
- h) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- i) does not have, and our directors/officers/office bearers (*wherever applicable*) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into any contract within a period of 3years preceding to the Bid Due Date i.e., 2021, 2022, and 2023 or not have been otherwise disqualified pursuant to debarment proceedings.
- j) does not have a conflict of interest as mentioned in the RFP Document which materially affect the fair competition.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable act and rules, our Bid Security/ Performance Security maybe forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,



Signature of the Authorised Signatory of the Bidder

For and on behalf of:[_____](name of the Single Entity Bidder/ member in case of JV/Consortium Bidder)

Signature : [_____] (Authorised Signatory)

Name of the Person: [_____]

Designation : [_____]

Seal of the Bidder : [_____]

Date : [_____]

Place : [_____]



Signature of the Authorised Signatory of the Bidder

Technical Bid Form-5: Anti-Collusion Certificate

[as per Clause 2.15.7 (12)]

(To be submitted by Single Entity Bidder/each member in Case of JV/Consortium Bidder)

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

We hereby certify and confirm that in the preparation and submission of this Bid in response to the RFP issued by Jaipur Metro Rail Corporation Limited (JMRC), Jaipur (the **"Authority"**) for the Development of Parking Land adjacent to Civil Lines Metro Station of JMRC(the **"Project"**) we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with the this[_____]Day of [_____]2024.

For and on behalf of :[_____] (name of the Single Entity Bidder/ each member in case of JV/Consortium Bidder)

Signature :[_____] (Authorised Signatory)

Name of the Person:[_____]

Designation :[_____]

Seal of the Bidder : [_____]

Date : [_____]

Place : [_____]



Signature of the Authorised Signatory of the Bidder

Technical Bid Form-6: Technical Eligibility**Abstract of Similar Project Experience in last 7 FY from Bid Due Date**

[as per Clause 2.15.7 (13)]

Name of Applicant/Member of the consortium/JV:

Sr.no.	Particulars	
1.	Project Name	[•]
2.	Name of Developer/ Partners	[•]
3.	Location	[•]
4.	Nature of Development (Commercial/Mixed Residential)	[•]
5.	Total Area of Development (sqft/ S qm)	[•]
6.	Project Start Date	[•]
7.	Project Completion Date	[•]
8.	Date of Commencement of Operation	[•]
9.	Documentary Evidence (Completion/ Occupancy Certificate)	[•]

Note: Above format needs to be submitted for each eligible project.

For and on behalf of:[_____](name of the Single Entity Bidder/ member in case of JV/Consortium Bidder)

Signature : [_____] (Authorised Signatory)

Name of the Person: [_____]

Designation : [_____]

Seal of the Bidder : [_____]

Date : [_____]

Place : [_____]



Signature of the Authorised Signatory of the Bidder

Technical Bid Form-7: Undertaking

(To be submitted by Single Entity Bidder/each member in Case of JV/Consortium Bidder)
[as per Clause 2.15.7 (14)]

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

Ref.

Dated:[_____]

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation Limited
2nd Floor, Admin Building, Metro Depot, Bhrigu Path
Mansarovar, Jaipur (Rajasthan)- 302020
Phone: 0141-2822752; E-mail: edca@jaipurmetrorail.in

Sub: RFP for Development of Parking Land adjacent to Civil Lines Metro Station of JMRC (Jaipur Metro)

We have read and understood the RFP for Development of Parking Land adjacent to Civil Lines Metro Station of JMRC issued by Jaipur Metro Rail Corporation Limited (JMRC) **Authority").** We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unconditional in all respects, and we agree to the terms of the RFP Document including the Lease Agreement.

For and on behalf of :[_____] (name of the Single Entity Bidder/ each member in case of JV/Consortium Bidder)

Signature : [_____] (Authorised Signatory)

Name of the Person: [_____]

Designation : [_____]

Seal of the Bidder : [_____]

Date : [_____]

Place : [_____]



Signature of the Authorised Signatory of the Bidder

Technical Bid Form-8: Declaration by the Bidder

(To be submitted on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty duly notarized) [as per Clause 2.15.7 (15)]

In relation to our Bid submitted to Jaipur Metro Rail Corporation Ltd. in response to their Notice Inviting Bid No..... dated, we hereby declare that:

1. I/We are eligible and possess the necessary professional, technical, financial, and managerial resources and competence required by the RFP Document issued by Jaipur Metro Rail Corporation Limited (JMRC) (the "Authority").
2. I/We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the RFP Document.
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
4. I/We and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of three years preceding the commencement of the tender process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/We have not been/have been debarred by any tender inviting entity of State/Central Government in last 3 years.
6. I/We do not have a conflict of interest as specified in this RFP Document, which materially affects fair competition. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or



Signature of the Authorised Signatory of the Bidder

e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid;

sion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid;

f. the Bidder or any of its affiliates participated as a consultant in the preparation of bid proposals that are the subject of the Bid;

7. I/We have complied and shall continue to comply with the Code of Integrity as specified in this RFP Document, till completion of all our obligations under the Contract. This means that any person participating in a tender process shall –

a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in tender process or to otherwise influence the tender process;

b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the tender process;

d) not misuse any information shared between the tender inviting entity and the Bidders with an intent to gain unfair advantage in the tender process;

e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the tender process;

f) not obstruct any investigation or audit of a tender process;

g) disclose conflict of interest, if any; and

h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other tender inviting entity.

For and on behalf of : [_____] (name of the Single Entity Bidder/ each member in case of JV/Consortium Bidder)

Signature : [_____] (Authorised Signatory)

Name of the Person: [_____]

Designation : [_____]



Signature of the Authorised Signatory of the Bidder

Seal of the Bidder : [_____]

Date : [_____]

Place : [_____]



Signature of the Authorised Signatory of the Bidder

Technical Bid Form-9: Financial Eligibility

(To be submitted by Single Entity Bidder/each member in Case of JV/Consortium Bidder)
[as per Clause 2.15.7 (16)]

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

Name of the Bidder: [_____]

Net worth		Annual Turnover		Average Annual Turnover
As on	Amount (Rs.)	Financial Year	Amount (Rs.)	FY 2020-2021, FY 2021-2022 and FY 2022-2023 Amount (Rs.)
March 31, 2023	[_____]	FY 2020-2021	[_____]	
		FY 2021-2022	[_____]	
		FY 2022-2023	[_____]	
<p>This is to certify that the information contained above are correct as per the audited financial accounts of the Bidder.</p> <p>UDIN No. : [_____]</p> <p>Date: [_____] (Signature, Name and Seal of Chartered Accountant)</p>				In words:

Note:

- The above Form shall be filled and duly certified by a practicing Chartered Accountant with Unique Document Identification Number (UDIN) on the certificate.
- Bidder shall also submit audited financial accounts of FY 2020-21, 2021-22 and 2022-23.

For and on behalf of : [_____](name of the Single Entity Bidder/ each member in case of JV/Consortium Bidder)

Signature : [_____] (Authorised Signatory)

Name of the Person: [_____]

Designation : [_____]

Seal of the Bidder : [_____]

Date : [_____]

Place : [_____]



Signature of the Authorised Signatory of the Bidder

Technical Bid Form-10: Memorandum of Understanding (MOU) in case of Consortium

[as per Clause 2.15.7 (17)]

(To be submitted on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty duly notarized)

THIS **Memorandum of Understanding (MOU)** is signed on this the [_____] day of [_____]2024.

AMONGST

1. [_____] Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [_____] , the Lead Member of the Consortium (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

2. [_____] Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [_____] Member of the Consortium (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [_____] Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [_____] , Member of the Consortium (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The abovementioned parties of the FIRST, SECOND, AND THIRD PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

WHEREAS,

(A) Jaipur Metro Rail Corporation Ltd., Represented by its Authorised Signatory and having its registered office at Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur, Rajasthan – 302020, (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "**Bids**") by its Request for Proposal No.[_____] dated [_____] (the "**RFP**") for **Development, Operation and Maintenance of Parking Land adjacent to Civil Lines Metro station of JMRC (the "Project")**.



Signature of the Authorised Signatory of the Bidder

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the "RFP" Document and other Bid Documents in respect of the project, and

(C) It is a necessary condition under the "RFP" Document that the members of the Consortium shall enter into a Memorandum of Understanding (MOU) and furnish a copy thereof with the Bid.

NOW IT IS HEREBY READ as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the "RFP".

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the JV/Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Companies Act, 2013 for entering into a Lease Agreement with the Authority and for performing all its obligations as the Lessor in terms of the Lease Agreement the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

{Please specify the role of each Party viz., Lead Member, other members of the Consortium for the Project}

- a) Party of the First Part shall be the Lead Member of the Consortium (Financial Member /Operation and Maintenance Member/ Other Member of the Consortium of the Consortium) and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Lease Agreement when all the obligations of the SPV shall become effective;



- (b) Party of the Second Part shall be (Financial Member/Operation and Maintenance Member/ Other Member of the Consortium);
- (c) Party of the Third Part shall be (Financial Member/Operation and Maintenance Member/ Other Member of the Consortium);

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the "RFP" and the Lease Agreement, till the completion of the Lease Period in accordance with the Lease Agreement.

6. Shareholding in case of JV/Consortium

- 6.1 The Parties agree that the proportion of shareholding among the Parties shall be as follows:

Member	Details of Responsibilities/ Performance of the Contract undertaken by the Members of Consortium	Equity Shareholding in (%)
Lead Member		
Second Member		
Third Member		

- 6.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Lease Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:



- i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license, or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, Encumbrances or mortgage in or on the property of such Party, except for Encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - vi. , except for Encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry of Lease Period in accordance with the Lease Agreement in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous



9.1 This Memorandum of Understanding (MOU) Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS MoU AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

**LEAD MEMBER
(FIRSTPART) by:**

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

**For and on behalf of
THIRD PART**

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. *The mode of the execution of the Memorandum of Understanding (MOU) should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter*



Signature of the Authorised Signatory of the Bidder

documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- 2. Each Memorandum of Understanding (MOU) should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney (duly notarized)*
- 3. in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- 4. For a Memorandum of Understanding (MOU) executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*



Technical Bid Form-11: Form of Bank Guarantee for Bid Security

[as per Clause 2.15.7 (4)]

(To be issued by a Scheduled Commercial Bank in India on non-judicial stamp paper of appropriate value as per prevailing rules)

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (herein after called "Bank") are bound unto Jaipur Metro Rail Corporation Limited (hereinafter called "JMRC") in the sum of ` for which payment will and truly to be made to the said JMRC, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Bidder) (hereinafter called "the Bidder") has submitted its tender dated for **Development of Parking Land adjacent to Civil Lines Metro Station of JMRC**, hereinafter called the tender and WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of ` as Bid Security against the Bidder's offer as aforesaid and whereas..... (Name of Bank) have, at there quest of the Bidder, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
 - a. That JMRC may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the JMRC and the Bidder.
 - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
 - c. That any account settled between JMRC and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - d. That this Guarantee commences from the date hereof and shall remain in force till (date to be filled up as per Clause 2.5 of RFP Document).
 - e. That the expression "Bidder" and "Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
4. **THE CONDITIONS OF THIS OBLIGATION ARE:**
 - a) If the Bidder withdraws his Tender before the expiration of the Bid Validity Period;
 - b) If the Bidder does not accept the arithmetic corrections to his Tender price, as per the Clause 2.14.5 of the "RFP Document";
 - c) In case of breach of the terms under Clause 2.9 and 2.20 of the "RFP Document".
 - d) If the Bidder having been notified of the acceptance of this tender by JMRC during the period of tender validity:
 - i. fails to incorporate SPV (as per Clause 5.5) of the "RFP Document" and/or



Signature of the Authorised Signatory of the Bidder

- ii. refuses or neglects to execute Lease Agreement or fails to furnish/make payments of required Bid Security (as per RFP Document) within the time specified, or any extension thereof granted by JMRC;

We undertake to pay to the JMRC mere on demand without demur up-to the above amount upon receipt of his first written demand, without the JMRC having to substantiate his demand provided that in his demand the JMRC will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) and (d) mentioned above, specifying the occurred condition or conditions.

5. Notwithstanding anything contained herein:

- a) Bank liability under this bank guarantee shall not exceed Rs. (Rupees in words).
- b) This Bank guarantee shall be valid up-to dd/mm/yyyy.
- c) The Bank is liable to pay the guaranteed amount or part thereof only and only if the JMRC serves upon the Bank a written claim or demand on or before dd/mm/yyyy

Signature of Witness

**Signature of
Authorized Official of the Bank**

Name :

Name of Official

Designation

Address :

Stamp/Seal of the Bank

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of Bank, who issues the "Bank Guarantee".
2. The "Bank Guarantee" payable at Jaipur and shall be issued from Scheduled Commercial Bank having branch in Jaipur.



Technical Bid Form-12: Checklist for Bid Forms

[as per Clause 2.15.7]

Bidder shall ensure submitting the checklist appended below along with the bid submission dully sealed & signed by the authorised signatory of the bidder

S. N.	Document Type	Document Format	Document submitted	Referenced Page. No. of the bid proposal
1	Letter of the Bid	as per the format specified at Technical Bid Form-1 (in PDF Format)	Yes / No	
2	Tender Fee	Scanned copy of Demand Draft/ Banker's Cheque (in PDF Format)	Yes / No	
3	RISL Processing Fee	Scanned copy of Demand Draft/ Banker's Cheque (in PDF Format)	Yes / No	
4	Bid Security	Scanned copy of Demand Draft/ Banker's Cheque/Bank Guarantee (in PDF Format)	Yes / No	
5	Details of Bidder <i>(in case of Consortium Bidder, Form to be submitted for each member)</i>	as per the format specified at Technical Bid Form-2 (in PDF format)	Yes / No	
6	Certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder. Copy of bank statement of last 3 financial years ending on March 31, 2022 (in case Bidder is a Proprietorship Firm) <i>(in case of Consortium Bidder, documents to be submitted for each member)</i>	Scanned copy of documents (in PDF format)	Yes / No	
7	Certified Copy of GST Registration, PAN Card and EPF registration (if applicable) or self declaration if EPF is not applicable	Scanned copy of documents (in PDF format)	Yes / No	



S. N.	Document Type	Document Format	Document submitted	Referenced Page. No. of the bid proposal
8	Power of Attorney for Signing Authority	as per the format specified at Technical Bid Form-3A (in PDF format)	Yes / No	
9	Power of Attorney for Lead Member of Consortium/ JV	as per the format specified at Technical Bid Form-3B (in PDF format)	Yes / No	
10	Self-Declaration of No Blacklisting or Debarment	as per the format specified at Technical Bid Form-4 (in PDF format)	Yes / No	
11	Anti-Collusion Certificate	as per the format specified at Technical Bid Form-5 (in PDF format)	Yes / No	
12	Technical Eligibility Certificate/(s)	as per the format specified at Technical Bid Form-6 (in PDF format)	Yes / No	
13	Undertaking	as per the format specified at Technical Bid Form-7 (in PDF format)	Yes / No	
14	Declaration	as per the format specified at Technical Bid Form-8 (in PDF format)	Yes / No	
15	Financial Eligibility	as per the format specified at Technical Bid Form-9 (in PDF format)	Yes / No	
16	Memorandum of Understanding between Consortium Members	as per the format specified at Technical Bid Form-10 (in PDF format)	Yes / No	
17	Copy of RFP Document sealed and signed by Authorised Signatory of Bidder	PDF Format	Yes / No	

Financial Bid (the "**Financial Bid**") shall consist of the following document:

S. N.	Document Type	Document Format
1	Financial Bid	As per the format specified at Financial Bid Form (BOQ) (format available at www.eproc.rajasthan.gov.)



For and on behalf of : [_____] (name of the Single Entity Bidder/ each member in case of JV/Consortium Bidder)

Signature : [_____] (Authorized Signatory)

Name of the Person: [_____]

Designation : [_____]

Seal of the Bidder : [_____]

Date : [_____]

Place : [_____]



Signature of the Authorised Signatory of the Bidder

Financial Bid Form (BOQ)

[as per Clause 2.15.8 (1)]

(In the MS Excel format available at www.eproc.rajasthan.gov.in)***This is indicative format only, not to be filled here.***

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Area	Units	Figures To be entered by the Bidder in Rs. Per Sqaure Metre Per Month (Without Taxes)	Annual Lease Premium in Rs. (Without Taxes) i.e. (Area X quoted rate per month X 12 months) col (3) x (5) x 12	Annual Lease Premium in words
1	2	3	4	5	6	7
1	Annual Lease Premium for first year for Property Development of Parking Land adjacent at Civil Lines Metro Station of JMRC (Jaipur Metro)	1011.70	Square Metre		0.00	INR Zero Only
Total in Figures					0.00	
Quoted Annual Lease Premium in words					INR Zero Only	

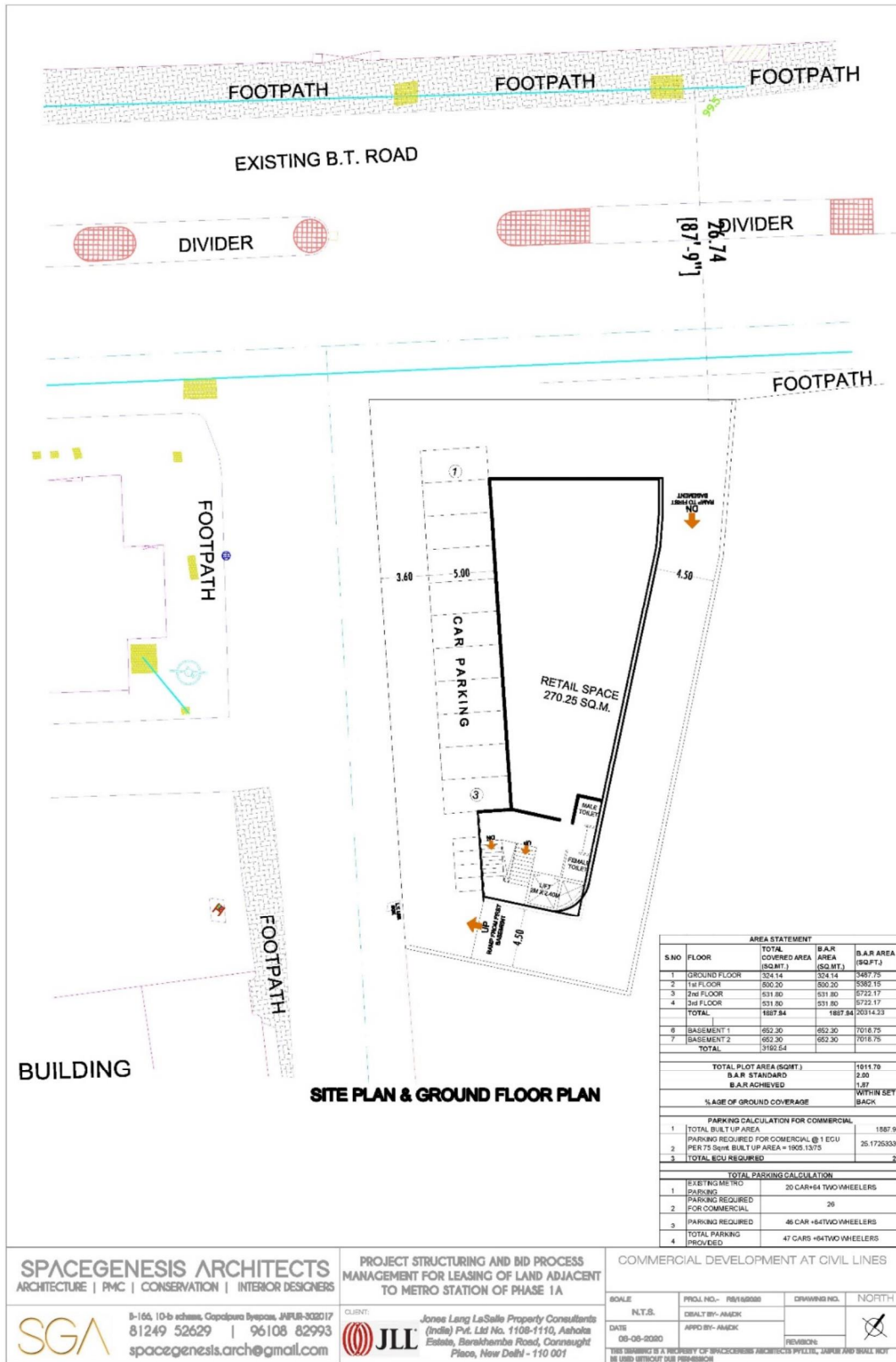
Note - H1 Bidder will be decided on the basis of Highest quoted Annual Lease Premium for the first year as per column no. 6 above.



Signature of the Authorised Signatory of the Bidder

7. ANNEXURE - 1

Project Land details and Site Layout Plan



SPACEGENESIS ARCHITECTS
 ARCHITECTURE | PMC | CONSERVATION | INTERIOR DESIGNERS
 B-166, 10-b scheme, Copalpur byepass, JhUPUR-302017
 81249 52629 | 96108 82993
 spacegenesis.arch@gmail.com

PROJECT STRUCTURING AND BID PROCESS
 MANAGEMENT FOR LEASING OF LAND ADJACENT
 TO METRO STATION OF PHASE 1A
 CLIENT: **JLL**
 Jones Lang LaSalle Property Consultants
 (India) Pvt. Ltd No. 1108-1110, Ashoka
 Estate, Sarikhamba Road, Connaught
 Place, New Delhi - 110 001

COMMERCIAL DEVELOPMENT AT CIVIL LINES
 SCALE: N.T.S.
 PROJ. NO.: PM/16/0080
 DRAWING NO.: NORTH
 DATE: 09-08-2020
 DESIGNED BY: AMEK
 APPROVED BY: AMEK
 THE DRAWING IS A PROPERTY OF SPACEGENESIS ARCHITECTS PVT.LTD. SAME SHALL NOT BE USED WITHOUT OUR PERMISSION



Signature of the Authorised Signatory of the Bidder

8. ANNEXURE - 2

Format of Lease Agreement

LEASE AGREEMENT

Development of Parking Land adjacent to Civil Lines Metro Station of JMRC

Between

**Jaipur Metro Rail Corporation Limited, Jaipur
(The JMRC/Lessor)**

AND

[_____]

(The Lessee)



Signature of the Authorised Signatory of the Bidder

[On non-judicial stamp paper of appropriate value to be purchased in the name of the executants]

LEASE AGREEMENT

This Agreement is made and executed at Jaipur (Rajasthan) and entered into on [_____] day of.....(Month) 2024. ("**Lease Agreement**")

BY AND BETWEEN

Jaipur Metro Rail Corporation Limited, (a Government of Rajasthan Undertaking), a company incorporated under the provisions of Companies Act, 1956, having its CIN U60221RJ2010SGC030630 and registered office at 2nd Floor, Admin Building, Metro Depot, Bhriku Path, Mansarovar, Jaipur, Rajasthan - 302020 (hereinafter referred to as "the **Authority**" or "**JMRC**" or "**Lessor**", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **First Part; represented by** (**Authorised Signatory of JMRC**).

AND

M/s [_____] (name and address of the selected Bidder), a [_____] (incorporation details of the selected bidder), having its registered office at [_____] , through its authorised representative [_____] (hereinafter referred to as the "**Lessee**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **Second Part**.

Each of the parties of the **First** and **Second** Part are hereinafter, as the context may admit or require, individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. Jaipur Metro Rail Corporation Limited ("JMRC" or "Authority" or "Lessor")-is a corporation owned by Government of Rajasthan ("GoR") responsible for planning, designing, developing, constructing, maintaining, operating and financing the Metro Rail in Jaipur city of Rajasthan.



Signature of the Authorised Signatory of the Bidder

- B. Development of Land adjacent to Metro Stations of Jaipur Metro Rail Corporation is an effort of the Authority to monetize the land parcels adjacent to existing metro stations of the metro corridor for the optimum use of development potential in form of commercial infrastructure.
- C. As a part of this endeavour, the Authority has decided to undertake the development of land admeasuring 1,011.7 Sqm. adjacent to Civil Lines Metro Station of Jaipur Metro Rail Corporation on 'as is where is' basis ("**Project Land**"/"**Demised Land**") on long term lease basis (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.
- D. For this, JMRC had invited bids from reputed, established, experienced and financially sound Eligible Bidders or groups of Eligible Bidders (JV/Consortium) to develop the Project Land and to construct & develop a fully functional commercial/retail space/facilities including parking and landscaping through a transparent open competitive bidding process, for a period of 45 (forty-five) years ("**Lease Period**") in accordance with terms and conditions set forth in RFP No. F.1(R-169)/JMRC/DC/Rev./20-21/CLJP/01 dated 16.07.2024.
- E. After evaluation of Bids received in response of the RFP No. F.1(R-169)/JMRC/DC/Rev./20-21/CLJP/01 dated 16.07.2024, the Authority accepted the bid of the selected Bidder/Lessee and issued Letter of Award (LoA) vide its letter no. [_____] ("**LOA**") to the Selected Bidder, requiring, inter alia, the Selected Bidder/Lessee needs to submit Performance Security within 30 days of issuance of LoA.
- F. Following the issue of the LOA, the Lessee having furnished
- (i) Performance Security for an amount of Rs.[_____] (Rupees [_____] _____) in the form of Bank Guarantee of a Scheduled Commercial in the form set forth in Schedule-A of Lease Agreement, in favour of "Jaipur Metro Rail Corporation Limited" drawn at a branch of _____ Bank located at Jaipur;



- (ii) payment of 1st instalment of success fee (as defined in RFP clause no. 4.2) in form of Demand Draft/ Banker's Cheque of Rs [_____] in favour of the Transaction Advisor M/s_____; and
- (iii) payment of Upfront Lease Premium if paid one time (100%) amounting to Rs..... (Rupees.....) + Rs_____ (....% (.....) GST **or** if paid in two instalments of which 1st instalment (50%) amounting to Rs..... (Rupees.....) + Rs_____ (....% (.....) GST to JMRC for this Project through RTGS no. in the Bank Account of JMRC OR in the form of Banker's Cheque or Demand Draft no..... of(Bank) in favour of "Jaipur Metro Rail Corporation Limited. "

The remaining 50% i.e. 2nd instalment of Upfront Lease Premium shall be paid with interest @ 10.5% (Ten point Five Percent) per Annum within 1 year from the signing of Lease Agreement.

G. The Authority has agreed for implementation/ Performance of the Lease Agreement by the Selected Bidder/Lessee on the terms, conditions and covenants hereinafter set forth in this Lease Agreement.

H. The Selected Bidder/Lessee acknowledges and confirms that it has undertaken a due diligence audit of all aspects of the Lease Agreement, legal due diligence, Commercial/Retail Project Land, its obligations to undertake the Lease Agreement etc., and on the basis of its independent satisfaction hereby agrees to implement the project in accordance with the terms & conditions of the Lease Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Lease Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:



Signature of the Authorised Signatory of the Bidder

1. DEFINITIONS & INTERPRETATIONS

1.1. Definitions

1.1.1. In this Agreement, unless there is anything repugnant to the subject, meaning or context thereof, capitalized terms used but not defined shall have the meaning as specified to such terms in the RFP Document and the expressions listed below shall have the following meanings viz.:

- I. **"Advertisements"** means display of any advertisement material including but not limited to pictures, printed material, electric / electronic media, smart posters, product display, holographic images, or any other innovative advertising media, etc. designed to sell goods, publicize an event, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. as mentioned in document and as applicable from time to time as per guidelines issued by competent authorities.
- II. **"Agreement"** means this lease agreement, includes RFP No. F.1(R-169)/JMRC/DC/Rev./20-21/CLJP/01 dated 16.07.2024, and any amendments, annexures hereto made in accordance with the provisions hereof.
- III. **"Annual Lease Premium"** shall mean and include the payments to be made by the Lessee to the JMRC as mentioned under Clause 3.4 of this Agreement.
- IV. **"Applicable Law"** means all Acts, Rules , Regulations in force and in effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any orders or directions of any court, Tribunal/Quasi-Judicial Body, as may be in force and effect during the subsistence of this Agreement applicable to the Project Land and the Parties hereto.
- V. **"Applicable Permits"** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement.



- VI. **"Bid/RFP/RFP Documents"** means the documents in their entirety comprised in the bid, including all clarifications, addendum and revisions issued by JMRC to the Bidders, the Bid submitted by the successful Bidder (Lessee) in response to the Bid Notice in accordance with the provisions thereof.
- VII. **"Commencement Date"** means the date of signing of Lease Agreement.
- VIII. **"Completion"** in relation to the Project Land shall mean completion of furnishing works and other infrastructure services thereof (in accordance with the applicable byelaws and rules in force and approvals and sanctions received) including utilities & services such as electricity, water supply, sewerage, firefighting, and other common amenities as duly certified by competent authority/agency, as applicable.
- IX. **"Damages"** shall mean the damages payable by either Party to the other of them, as set-forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.
- X. **"Emergency"** means a condition or situation that is likely to endanger the security of the individuals working for the Project Land or which poses an immediate threat of material damage to any of the facilities in the Project Land.
- XI. **"Force Majeure"** or **"Force Majeure Event"** means an act, event, condition or occurrence as specified in Clause-8.0 of lease agreement.
- XII. **"Governmental Agency"** means Central or State Government or any ministry, department, commission, board, authority, instrumentality or agency, under the control of Central or State Government or any other local or municipal bodies or institutions having jurisdiction over all or any part of the Project Land or the performance of all or any of the services or obligations of the Lessee under or pursuant to this Agreement.
- XIII. **"Good Industry Practice"** means the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and



ordinarily be expected from a skilled, efficient and experienced services provider and a person engaged in leasing of commercial spaces/business venture and which inter-alia includes those practices, methods, specifications and standards of engineering, procurement, renovation & up-gradation, construction, equipment, safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and prudent Lessee/Sub Lessee and/or operator, in the implementation, operation and maintenance and supervision of a Agreement of the type and size similar to the Agreement;

- XIV. **"JMRC"** OR **"Authority"** OR **"Lessor"** means Jaipur Metro Rail Corporation Limited (JMRC) or its administrators, successors and assigns.
- XV. **"Lease Period"** means a period of 45 (forty-five) years from the Commencement Date/ signing of this Lease Agreement by both the parties in accordance with the terms and conditions set forth in this Lease Agreement which include moratorium period of 365 days (one year) as per the Terms and Conditions.
- XVI. **"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;
- XVII. **"Permits"** mean and include all applicable statutory, environmental or regulatory leases, authorization, permits, consents, approvals, registrations and franchises from the relevant authorities.
- XVIII. **"Project"** means development of the parking land admeasuring 1,011.7 S qm (approx) adjacent to Civil Lines, Metro Station of Jaipur Metro Rail Corporation on long term lease basis.
- XIX. **"Project Land"/"Demised Land"** means land of approximate 1,011.7 S qm (Road Width-30m) adjacent to Civil Lines Metro Station of JMRC at Civil Lines, Jaipur, as indicated in **Annexure-1** of RFP Document.



- XX. **"SBI Base Rate"** means the minimum rate set by the State Bank of India below which bank is not allowed to lend to its customers.
- XXI. **"SHE Manual"** means JMRC's Safety, Health & Environment (SHE) Manual as available on JMRC's Website.
- XXII. **"Sub Lessee/Sub License"** means further leasing /Licensing of any part of the commercial space by Lessee to a legal entity in accordance with the provisions of the contract agreement.
- XXIII. **"Supplementary Agreement"** means the agreement between JMRC and Lessee which is supplement to this 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 Project;
- XXIV. **"Tax"** means and includes all taxes (including GST as applicable from time to time), fees, cesses, levies including Property/Municipal Tax, Stamp Duty and registration charges under the Applicable Laws to the Government or any of its agencies.
- XXV. **"Termination"** means termination of this Agreement by efflux of time or earlier 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, by-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) and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- d) 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, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- e) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- f) on of this Agreement;
- g) the words **"include"** and **"including"** are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- h) any reference to any period of time shall mean a reference to that according to Indian standard time;
- i) any reference to day shall mean a reference to a calendar day;
- j) reference to a **"business day"** shall be construed as reference to a day (other than a Holiday) on which office of Jaipur Metro Rail Corporation Limited (JMRC) is generally open for business;
- k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- l) references to any date or period shall mean and include such date or period as may be extended pursuant to this Agreement;
- m) any reference to any period commencing **"from"** a specified day or date and **"till"** or **"until"** a specified day or date shall include both such days or dates; provided that if the last day of any period



- computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- n) the words importing singular shall include plural and vice versa;
- o) references to any gender shall include the other and the neutral gender;
- p) "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);
- q) references to the "**winding-up**", "**dissolution**", "**insolvency**", of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, dissolution, arrangement, protection or relief of debtors;
- r) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause(s) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- s) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Authority shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party or the Authority, as the case may be, in this behalf and not otherwise;
- t) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- u) expressly set out in the body of this Agreement;



- v) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appear;
- w) subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appear;
- x) herein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appear;
- y) the damages payable by the Lessee to the Authority, as set forth in this Agreement, whether on per diem basis or otherwise as specified in this Agreement, for loss and damage suffered/to be suffered by the Authority on account of default of the Lessee (the "**Damages**"); and
- z) time shall be of the essence in the performance of the Parties' respective obligations.

1.2.2. Unless expressly provided otherwise in this Agreement, during entire Lease Period any documentation required to be provided or furnished by the Lessee to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such documentation with its comments and/or approval, it shall be entitled to retain two copies thereof.

1.2.3. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.

1.3. Priority of Documents



1.3.1. This Lease Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- a) this Lease Agreement executed between JMRC and Lessee;
- b) Letter of Award (LOA) issued by JMRC and accepted by Lessee
- c) Addendum and/ or Corrigendum to the RFP Document, if issued by JMRC
- d) RFP document issued by JMRC.
- e) Safety Health & Environment (SHE) manual available on JMRC website.

In case of any conflict in the interpretation, the provision in document shall prevail in the order or their place in the list above.

In case there is no clause/ provision in the Lease Agreement or other documents mentioned above and such clause is required for effective operation of the Lease Agreement , then related provisions/ clauses shall be dealt under the provisions of Indian Contract Act.

1.3.2. In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- d) between any value written in numerals and that in words, the value written in words shall prevail.

2. GRANT OF LEASE

2.1. Grant of Lease



- 2.1.1. The Lessor is entitled in Law to grant Lease for the exclusive rights to develop the Project Land and to construct & develop a fully functional commercial/retail space/facilities including parking and landscaping on the terms & conditions mentioned hereunder & in terms and conditions of RFP No. [_____] dated [_____] and for that the Lessee has approached the Lessor.
- 2.1.2. Subject to and in accordance with the terms and conditions set forth in this Agreement, and in particular subject to the due fulfillment of all the obligations towards JMRC by the Lessee, JMRC hereby grants and authorizes the Lessee for the entire Lease Period for the following:
- a) to have uninterrupted access to the Project Land.
 - b) to design, build, and Sub-Let/Sub-Lease/Sub-Licensee the built-up structure (commercial/ Retail facility) on Project Land for the entire Lease Period at its own cost and expenses as per the terms of Lease Agreement.
- 2.1.3. The Lessee shall not be entitled to use or allow the use of the Project Land, by the Sub-Lessee/Licensee or any other person, other than the purpose stated in Clause 4.2.
- 2.1.4. Nothing contained herein, including the act of granting permission for execution of the Project, the use of the Demised Land or any part thereof shall vest or create any proprietary interest in the Demised Land or any part thereof including any permanent fixtures, fittings, etc. installed in the Project Land in favour of the Lessee. The Lessee shall not in any manner sell, transfer, assign, mortgage, charge, create any lien or otherwise encumber or deal with the Project Land in any manner except Sub-Lease/Sub-License of the built up structure (Commercial/Retail facility) as provided under Clause 2.1.1 and 2.1.2 above. The Lessee acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement and shall duly bind the Lessee.
- 2.1.5. The Lease has been granted for undertaking the Project as proposed by the Lessee in his Bid and in accordance with the terms of this Agreement. The Demised Land shall not be used by the Lessee for any other purpose and in manner except as per and in accordance with the terms of this Lease Agreement.



2.2. Lease Period

- 2.2.1. 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 an integral part of this agreement.
- 2.2.2. The Lessor shall handover the Project Land to the Lessee within 30 (Thirty) days from the Signing of Lease Agreement. ("**Handover Date**").
- 2.2.3. 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 Project Land or sale of such assets/ items to recover damages/ penalty in case Lessee does not remove such items within the stipulated time.

2.3. Right of Refusal

- 2.3.1. Upon expiry of the Lease Period by efflux of time, JMRC may invite fresh bids for the project for lease period as may be considered appropriate by JMRC at that point of time, keeping in view the appropriate rules and regulations that do not provide any perpetual rights to Lessee. Lessee shall be granted an opportunity to match the most-advantageous bid on the principle of 'First Right of Refusal' as per details given below:



- a. Lessee shall be required to participate in the open competitive bid process thereby need to submit its financial bid. In case, through this Open Competitive Bidding process, bid submitted by bidder other than Lessee is found as the most-advantageous bid to JMRC then Lessee shall be given an opportunity to match such most advantageous bid within the time period specified in the bid document, only in case when the bid-value submitted by Lessee in its financial-bid is within 15% of such most advantageous bid.
- b. In case Lessee agrees to match the most advantageous bid, within the time-period specified, then Lessee shall be selected and awarded the project. In such event the new Lease Agreement shall be considered as a new contract which shall have no relation or continuity to the previous Lease Agreement thereby it would not be misconstrued as continued possession by Lessee. For avoidance of doubt, Lessee shall not accrue any perpetual rights on the Project Site and Project Facilities as defined in the Lease Agreement.
- c. However, in case Lessee fails to match the most advantageous bid, within the period specified, then the bidder who has submitted the most advantageous bid shall be selected and awarded the project.
- d. The '**First Right of Refusal**' to Lessee shall be admissible for one successful bid process only as conducted by JMRC on expiry of the Agreement by efflux of time.

2.4. Construction of the Project

The Lessee shall, immediately after signing of this Lease Agreement, commence construction of the Project.

2.5. Operation & Maintenance of the Project

The Lessee shall operate and maintain the Project till the expiry of the Lease Period.

2.6. Sub-Leasing/ Sub-Licensing

- 2.6.1. The Lessee shall be entitled to Sub-Let/Sub-Lease/Sub-License the built-up structure (Commercial & Retail facilities) to any person or entity ("**Sub-Lessee**"/"**Sub-Licensee**") under prior intimation to JMRC and



shall submit the relevant documentation to JMRC. The Sub-Lessee's/Sub-Licensee's right shall be subject to the Lessee's rights over the Project Land. The Sub-Lessee/Sub License shall not have any independent right over the Project Land.

- 2.6.2. The lessee shall not sub lease the whole or any part of the Project Land leased to it by JMRC to any person/entity, in any manner, form or under any arrangement, device or method.
- 2.6.3. Sub-Lessee/Sub-Licensee shall not be allowed to further Sub-Let/Sub-Lease/Sub-License any part of Developed Project structure.
- 2.6.4. Duration of any Sub-Leasing/Sub-Licensing of the Project Land shall not be more than Lease Period of the Project.
- 2.6.5. It is further agreed between the Parties that the Term, Renewal, and Lock-In period of the Sub-Lease/sub-License are always subject to the terms of this Agreement and accordingly, such Sub-Lease/sub-License shall be co-terminus with this Agreement. Notwithstanding anything contained herein to the contrary, it is further clarified that in the event of termination of lease or expiry of this Agreement during the Lock-in Period or at any time during the Lease Period, the Sub-Lessee/ Sub-Licensee shall not dispute or object to such termination in any manner whatsoever and shall forthwith vacate and hand over the part of Project Land to the Lessor without any claim/demand/penalty or compensation of any nature whatsoever.
- 2.6.6. For JMRC/ Authority, Lessee shall be the only point of contact/ party to the Lease Agreement for all the matters relating to leasing of the Project Land. The Sub-Lessee/ Sub-Licensee shall be required to adhere to all terms of this Agreement, however, the Lessee shall at all times remain fully responsible for all acts and actions of its Sub-Lessee/ Sub-Licensee.
- 2.6.7. The Lessee shall prepare a draft standard format of the sub-Lease/Sub-License agreement, which will be required to be signed by the Sub-Lessee/Sub-Licensee for use of the subject Site. Prior written approval of JMRC shall be obtained by the Lessee in respect of such standard draft. JMRC may specify certain covenants to be incorporated in the sub-Lease agreement to protect its interests and may also make further changes as found suitable. Only after such covenants are incorporated, and such



changes are made in the sub-Lease/Sub-License agreement, the Lessee will be entitled to enter into sub-lease/Sub-License agreement and shall be required to submit copies of each such Sub-Lease/ Sub-License to JMRC for verification and record.

2.6.8. In case of any deviation from the above-mentioned standard draft Sub-Lease/ Sub-License agreements, the Lessee shall obtain the prior written consent and approval of the JMRC before entering into an agreement with a Sub-Lessee/ Sub-Licensee. JMRC reserves the sole right not to give consent /approval to such a request and no compensation or claim on this account will be entertained in this regard.

2.6.9. At any point of time, the Lessee shall not enter or cause any of its Sub-Lessee/Sub-Licensee to enter into any sub-Lease/Sub-License agreement with any person or entity for transfer of its rights which would adversely affect the interests of JMRC or is not available to the Lessee in the first place. Any such act of the Lessee or Sub-Lessee/Sub-Licensee shall render the Lease Agreement liable for termination at the sole cost and expense of the Lessee.

2.7. Lock-in Period

2.7.1. There will be initial lock-in period of 10(ten) years from the Commencement Date. If the Lessee vacates the Project Land before the expiry of the initial lock-in period of 10 (ten) years for any reason, then **that shall be treated as Lessee's event of default and termination proceedings shall be initiated accordingly. In such event, the Performance Security Deposit shall be forfeited by JMRC** besides recovering other dues if any and Lessee shall not make any dispute or make any claims in this regard.

2.7.2. After 10 (ten) years of lock-in period, Lessee shall have the option to exit from Lease Agreement after giving due notice of at least 6 (six) months (180 days) and payment of all due to JMRC as applicable.

2.7.3. In case Lessee intends to vacate the Project Land immediately on completion of the initial lock-in period of 10(ten) years, then it shall give prior notice, stipulating the reason for such early vacation of the Project Land, to JMRC at least 6 (six) months before the expiry of such initial



lock-in Period and deposit of all due/ pending payment to JMRC along with such notice. If the request by the Lessee under the said notice is accepted by the Lessor, the Lease Agreement shall be terminated by the Lessor and the Performance Security Deposit of the Lessee shall be refunded after adjusting all the dues, if any, to be payable by the Lessee.

- 2.7.4. If the Lessee is exiting the Lease Agreement without issuing 6 (six) months' notice, without prejudice to any other right and remedies available to the Lessor under this Agreement and applicable laws, the Performance Security Deposit shall be forfeited by JMRC besides recovering other dues, penalties, if any and Lessee shall not make any dispute or make any claims in this regard.

2.8. Refund of Upfront Lease premium

In any case, Upfront Lease premium shall not be refunded to the lessee, except JMRC's event of default as mentioned in clause 9.3 of the lease agreement.

3. CONSIDERATION TO JMRC

3.1. Upfront Lease Premium

The Lessee at the time of execution of this Agreement, has paid 100% Upfront Lease Premium i.e. Rs. [_____] (Rupees [_____] + applicable GST to JMRC for this Project.

Or

The Lessee at the time of execution of this Agreement, has paid 50% of Upfront Lease Premium i.e. Rs. [_____] (Rupees [_____] + applicable GST to JMRC for this Project and the remaining Upfront Lease Premium shall be deposited through RTGS/NEFT in the bank account of JMRC 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 within one year from the date of signing of Lease Agreement with an applicable interest rate of 10.5% per annum.



Upfront Lease Premium shall not be refunded to lessee in any case except JMRC's event of default as mentioned in clause 9.3.

3.2. Additional Lease Premium

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.

3.3. Payment of Performance Security

- 3.3.1. The Lessee at the time of execution of this Agreement, has submitted an irrevocable and unconditional Performance Security i.e. Rs. [_____] [Rupees_____] equivalent to the amount of accepted annual lease premium to ensure due performance of all obligations of the Lessee under the Lease Agreement against all of its obligations there under this Lease Agreement.
- 3.3.2. The Lessee shall be required to maintain the Performance securities for the above amount at all times during the period of 45 years plus one year.
- 3.3.3. The amount of Performance Security shall be increased at the end of every 3rd year to ensure that the quantum of Performance Security is maintained in proportion of the Annual Lease Premium, for which Lessee shall be required to either replenish the existing Performance Security with the increased amount or provide Performance Security of the increased amount before 60 (Sixty) days of the expiry of original Performance Security.
- 3.3.4. In case Performance Security is submitted in the form of a Bank Guarantee of a Scheduled Commercial Bank in the specified format as provided under Schedule A of this Agreement, then Lessee shall ensure that the minimum validity of the Bank Guarantee shall be three (3) years and also, the Lessee during the period of 45 (forty-five) years may have to get the Bank Guarantee renewed/ re-issued/ replenished by their



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.

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:



- i. **Annual Lease Premium:** Annual Lease Premium of Rs. [_____] [Rupees_____] + applicable GST or any other tax, surcharge + recurring charges (if any) shall be paid by Lessee, during the Lease Period, on quarterly basis in advance, to JMRC, latest by 25th of the preceding month of applicable quarter without waiting for formal invoice from JMRC..(**"Due Date"**).
- 3.4.2. The annual lease premium shall commence after the moratorium period of 365 days (one year).
- 3.4.3. In case of delay in payment of Annual Lease Premium, interest shall be levied on delay payment @ SBI Base rate+5% Per annum. However, delay in payment beyond 60 days shall be treated as Lessee's event of default.
- 3.4.4. The Annual Lease Premium shall be subject to an escalation of 15% (fifteen percent) on compounding basis after every three years on the last paid Annual Lease Premium. For the purpose of escalation, the said period of 3 (three) years shall commence after the Moratorium Period.
- 3.4.5. In case payment is not made even within 30 (thirty) days of Due Date then Lessee shall be issued a cure notice to clear all outstanding with applicable interest within 15 (fifteen) days of issue of such notice. In the event of failure to clear all the dues with interest within the given 15 (fifteen) days, the Lessee including its Sub-Lessee/Licensee shall not be allowed to undertake any commercial activity till the time deposit of all pending dues. In case Lessee's failure to clear all dues persist for more than 60 (sixty) days of Due Date, then Authority shall be entitled to issue a Termination Notice under Clause 9.2
- 3.4.6. In case of payment of Annual Lease Premium and other charges electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC within 2 (two) days of making such payment(s) for reconciliation purpose(s) in the prescribed format provided by JMRC.
- 3.4.7. All statutory taxes, statutory dues, local levies, etc. as applicable shall be charged extra and will have to be remitted by the lessee along with the Lease Premium for onward remittance to the Government.
- 3.4.8. The responsibility of payment of all utility bills including electricity supply, water supply bills and any other supply bills of Project Land 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.

- 3.4.9. Any Utility bills such as electricity, water supply or property tax, etc. for the Project Land, which will be received in case in the name of JMRC, has to be paid by the Lessee to JMRC or be paid directly on behalf of JMRC and shall provide necessary proof of such payments.
- 3.4.10. However, all the statutory taxes as applicable on the land shall be borne by JMRC being the owner of Land.

4. PROJECT LAND DEVELOPMENT AND OPERATIONS

4.1. Entry to the Project Land for Work

- 4.1.1. JMRC shall allow the Lessee access to the Project Land for undertaking the Project upon execution of the Lease Agreement and handover of the Project land.

4.2. Scope of Lessee

- 4.2.1. Lessee shall, at its sole expense and risk, undertake designing, building, financing, developing, operating, maintenance, management, marketing, etc. of the Project Land in accordance with the provisions of Lease Agreement & Annexure 2 of the RFP Document
- 4.2.2. Activities allowed in the Project Land shall be governed by the extent provisions of local building by-laws or any activities permitted by the local authority under the administrative jurisdiction.
- 4.2.3. Following activities shall be strictly prohibited in Project Land:
- a) Any product/ service the sale of which is unlawful/ illegal or demand or restricted for sale under any Indian act or legislation
 - b) Any other product/ services as notified by JMRC in the public interest or due to security/ safety reasons.
- 4.2.4. The Lessee shall carry out the development of the Project Land in strict compliance with all Applicable Laws, in particular, applicable building codes and standards and good industry practice, which shall not in any manner endanger the commuters or the Project Land.
- 4.2.5. The Lessee shall submit the copies of all building plans/ designs, permissions, statutory approvals, NoC certificates obtained for/ issued



against the "project" by the concerned local development authority/ municipal corporation/ state department, to the "Lessor" before commencing the operation & maintenance of the developed "project".

- 4.2.6. The Lessee shall be solely responsible and liable for the development of the Project Land and implementation of the Project. The Authority shall not be responsible in any manner whatsoever to either the Lessee or its contractors or agents and Sub-Lessees/licensee etc. for any default or failure by the Lessee to comply with statutory requirements, design and development as per the Applicable Laws in particular building codes and good industry practice, observance of safety and security measures at Project Land(s) etc.
- 4.2.7. Lessee shall ensure that no structural damage is caused to the existing buildings and other permanent structures in the surrounding area and on site as a result of its activities or any of its agents, contractors, tenants, etc.

5. RESPONSIBILITIES AND DUTIES

5.1. Lessee's Responsibilities and Duties

- 5.1.1. In addition to and without prejudice to other obligations under this Agreement, the Lessee's responsibilities and duties shall include the following:
- a) to obtain Applicable Permits, necessary approvals, clearances and sanctions from the competent authorities for building plans, infrastructure facilities including power, water supply, drainage & sewerage, fire fighting, telecommunication, etc.
 - b) to comply and observe at all times with all Applicable Permits, approvals and Applicable Laws in the performance of its obligations under this Agreement including those being performed by any of its Sub-Lessees/licensee etc.
 - c) to operate and maintain the Project Land at all times in conformity with this Agreement and Applicable Laws.



- d) to be responsible for safety, soundness and durability of the Project buildings including other structures forming part thereof and their compliance with the local building byelaws.
- e) The Lessee shall maintain the Demised Land and structure/installations/fixtures in good conditions and order to the satisfaction of the Lessor and abide by the directions given by the department of health or such other departments as may be entrusted with the enforcement of rules and regulations regarding health, sanitation, cleanliness and hygiene.
- f) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of their agents, contractors, Sub-Lessees/Sub-Licensees etc.
- g) to ensure at all times that the said development within the Project Land is neither an impediment for smooth flow of traffic nor a cause of inconvenience and safety hazard for the station structure and commuters.
- h) to take all reasonable steps to protect the environment (both on and off the Project Land and to limit damage and nuisance to people and property resulting from development and operations, within guidelines specified as per all Applicable Laws and Applicable Permits.
- i) to duly supervise, monitor and control the activities of Sub-Lessees/Sub-Licensee under their respective agreements as may be necessary.
- j) any penalty imposed for delay in the commencement or completion of the construction work, as provided herein above, shall be paid in such manner as the Lessor may decide.
- k) the Lessee shall construct and develop on the Demised Land after obtaining prior written approval of the Lessor for only those facilities as provided in the this Agreement.
- l) the Lessee shall submit monthly/quarterly, progress report of the construction work being carried on the Demised Land, if so desired by the Lessor, in a manner acceptable to the Lessor.



- m) to make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Lessee's obligations under this Agreement.
- n) to obtain and maintain in force all insurance in accordance with the Law and provisions of this Agreement and Good Industry Practice and furnish copies of the same to JMRC within 30 (Thirty) days of taking such insurance cover.
- o) to take all reasonable precautions for the prevention of accidents on or about the Project Land and provide all reasonable assistance and emergency medical aid to accident victims and indemnify JMRC in case any accident against any penalty/ claim/ expenses/ cost of the person or property.
- p) not to permit any contractor or Sub-Lessee/Sub-Licensee or other person, claiming through or under the Lessee, to create or place any encumbrance or security interest overall or any part of Project Land or any rights of the Lessee therein or under this Agreement.
- q) to ensure that such Project Land remains free from all encroachments, encumbrances and trespass during the entire Lease Period.
- r) during execution of works, to keep the Project Land(s) free from all unnecessary obstruction, and store the equipment or surplus materials dispose of such equipment or surplus materials in a manner that causes no inconvenience to the commuters or otherwise to JMRC's any other activities.
- s) 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 the Authority on 'as is where is' basis removing all moveable items without defacing the constructed premises. In this case, JMRC shall examine the building and the lessee shall furnish a certificate, certifying that the building is free from structural damage and defect. Provided that if the Lessee fails to clear the Project Land and the facilities therein, JMRC may invoke the Performance Security, and get the Project Land cleaned at the cost of Lessee.



- t) at all times, to afford access to the Project Land to the authorised representatives of JMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the Project Land, to inspect the Project Land and to investigate any matter within their authority and upon reasonable notice.
- u) Lessee shall comply with all application statutes, ordinances, rules and regulations of central, state government, municipal bodies, and all Applicable Laws with strict adherence.
- v) to compulsorily register the Lease Agreement under the Applicable Law and bear all fee/ charges/ stamp duty applicable to Lease Agreement.
- w) the Lessee shall make no additions or alterations whatsoever to the premises erected over the Demised Land without first obtaining sanction of the plan by the competent local authority as may be required in law. However, in case any such addition/alteration is having a direct/indirect impact on the safety/security of the Metro structures/building if any including its access/connectivity, the same shall be got approved from JMRC before obtaining the statutory permission as applicable. It is also agreed and acknowledged by the Lessee that it shall have no right to lease/licence/allotment of any extra land over and over the Demised Land. However, the Lessor may in its absolute discretion and having regard to the attending circumstances may consider the request of the Lessee for additional land on payment of rent and such terms and conditions as may be considered reasonable by the Lessor.
- x) it is expressly agreed and declared that all the existing and future rates, taxes, levies, duties, cess and charges of whatsoever nature throughout the term or the extended term of the leased and in respect of the commercial/retail facility shall be borne and paid by the Lessee. The Property/Municipal Tax applicable, if any, on the Demised Land shall be borne by the Lessee.
- y) the Lessee shall ensure that the personnel deployed by it for discharging its obligations under this Agreement are of good health, of highest integrity, punctual, well dressed and well behaved.



- z) the Lessee specifically agrees that the personnel deployed by it, will not in any way claim employment with the Lessor. The Lessee shall be solely responsible for any dispute raised by the personnel deployed either during the term of the Agreement or thereafter.
- za) the Lessor shall not be liable for any misconduct or misdeeds or any act or incident involving the Lessee or any of its personnel in any criminal or civil case and the Lessee alone shall be responsible for consequences and if any such incident takes place, the Lessee shall forthwith intimate the said incident to the Lessor.
- zb) the Lessee shall provide adequate security to the satisfaction of the Lessor for the members of the public using the said commercial/retail facility.
- zc) the Lessee shall provide and maintain necessary firefighting and fire protection systems in the Demised Land.
- zd) the utility bills such as electricity, etc. for the Project Land /development, which will received in the name of JMRC, has to be paid by the Lessee to JMRC or be paid directly on behalf of JMRC and shall provide necessary proof of such payments.
- 5.1.2. Lessee shall be solely responsible to JMRC for observance of all the provisions of this Lease Agreement on behalf of its employees and representatives and further on behalf of the Sub-Lessees/Sub-Licensees, their employees and agents and any person acting under or for and on behalf of the Lessee or the Sub-Lessees/Sub-Licensees; as if they were the acts or defaults of the Lessee.
- 5.1.3. Lessee shall be liable for and shall indemnify, protect, defend and hold harmless JMRC, JMRC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments including third party claims arising out of the failure of the Lessee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits and provisions of RFP Document and Lease Agreement.



5.1.4. Lessee shall acknowledge and recognize that time is the essence of this Agreement and that the performance of its obligations shall be construed accordingly.

5.2. Assignability and Encumbrance

5.2.1. Except for the Sub-Letting/Sub-Leasing/Sub-Licensing the use of the built-up structure on the Project Land as per the terms of this Agreement, the Lessee shall not assign any of its rights, or interest in this Agreement in favour of any entity/person(s) at any time and for any reasons whatsoever.

5.2.2. Under no circumstance, shall the Project Land including the facilities, constructions or installations therein, be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including Lenders/ Financial Institution(s)/ Banks.

5.2.3. That no tenancy/ sub-tenancy is being created by Lessor in favour of Lessee under or in pursuance of this Lease Agreement and it is distinctly and clearly understood, agreed and declared by and between the Parties hereto that:

- i. except to carry out the activities permitted over the Project Land under this Agreement, the Lessee shall not have or claim any right or interest in the said Project Land as a tenant/sub-tenant or otherwise.
- ii. no right as a tenant/sub-tenant or otherwise is purported or is intended to be created or transferred by Lessor in favour of Lessee or in respect of the Project Land.
- iii. the rights, which the Lessee shall have in relation to the Project Land, are only those set out in this Lease Agreement.

6. INSURANCE

6.1. Insurance

6.1.1. Lessee shall, at its cost and expense, purchase and maintain during the Lease Period insurance to cover against:



- (a) loss, damage or destruction of the Project Land, at replacement value;
 - (b) the Lessee's general liability insurance covering injury to death of any persons while working in JMRC premises, including death or injury caused by the sole negligence of the Lessee or the Lessee's failure to perform its obligations under the Agreement;
 - (c) liability to third parties.
 - (d) All assets of the Lessee including the movable assets
- 6.1.2. Any other insurance that may be necessary under and in accordance with the Applicable Laws to protect the Lessee and its employees, including all Force Majeure Events that are insurable, and not otherwise covered in items above.
- 6.1.3. Lessee shall be required to maintain insurance cover for the entire term of Lease Period or extended Lease Period.
- 6.1.4. Lessee shall bear the cost of insuring all the assets of the Lessee including its movable assets.
- 6.1.5. If at any point of time the Lessee fails to maintain in force and effect any or all of the insurance policies required under this Agreement, JMRC may, at its option, purchase and maintain such insurance at the cost and expense of the Lessee. All sums incurred by JMRC thereon shall be reimbursed by the Lessee forthwith on demand, failing which the same shall be recovered by the JMRC from Performance Security of the Lessee.
- 6.1.6. In the event of default i.e. failure of the Lessee to maintain the insurance cover, the Lessee agrees and undertakes to indemnify and hold the JMRC harmless against any and all liabilities, losses, damages, claims, and expenses suffered by the JMRC.
- 6.1.7. Lessee shall submit a copy of the Insurance Policy to JMRC 30 (Thirty) days before the expiry of the current insurance policy.

7. INDEMNITY

7.1. Indemnity

- 7.1.1. Lessee hereby undertakes to indemnify, defend, save and hold harmless the JMRC/ Lessor and its officers, servants, agents, (hereinafter referred



to as the ("**Lessor Indemnified Persons**") 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.

- 7.1.2. Lessee hereby undertakes to indemnify and hold Lessor Indemnified Persons harmless against all costs, damages, liabilities, expenses arising out of any third party claims including Sub-Lessee/Sub-Licensee, relating to non-completion of the furnishing activities; quality of the furnishing activities, the activities related to development and operations of the Project Land.
- 7.1.3. Lessee hereby undertakes to indemnify JMRC/Lessor Indemnified Persons against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect the reofor in relation thereto.
- 7.1.4. Lessee hereby indemnifies Lessor Indemnified Persons against any loss or damage to Project Site or otherwise for any act and omission of the Sub-Lessee including for breach of Sub-Lease Agreement or any Applicable Law by Sub-Lessee as the case may be.
- 7.1.5. Lessee hereby undertakes that Lessor Indemnified Persons shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Lessee or Sub-Lessee/Sub-Licensee. Lessee shall indemnify and keep indemnified Lessor Indemnified Persons against all such damages and compensation, all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 7.1.6. Lessee shall indemnify JMRC/Lessor Indemnified Persons from or against any claims made or damages suffered by JMRC by reason of any default on the part of the Lessee in the due observance and performance of the



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



actions to cure the Force Majeure Event at its own cost and expense.

8.2. Notice of Force Majeure Event

8.2.1. As soon as practicable and in any case within 15 (fifteen) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (the "Affected Party") shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:

- a) the nature and extent of the Force Majeure Event;
- b) the estimated period for which the Force Majeure Event is expected to last;
- c) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- d) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- e) any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
- f) Details of Insurance taken if any.

8.3. Performance of Obligations

8.3.1. The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a) Due notice of the Force Majeure Event has been given to the other party;
- b) Upon occurrence of a Force Majeure Event, the Lessee shall as soon as possible, take all necessary actions to cure the Force Majeure Event at its own cost and expenses;



- c) The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- d) There shall be no Termination of this Agreement due to Force Majeure Event except as provided in Clause 8.4;
- e) Where the Lessee is the Affected Party, the various deadlines set forth in this Agreement and the Lease Period shall be extended by the period for which such Force Majeure Event shall subsist.
- f) Where the Lessee is the Affected Party, it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the facilities in the Project Land as a result of the Force Majeure Event and to restore the facilities in the Project Land, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- g) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- h) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- i) Any insurance proceeds received by the Lessee shall be entirely applied to payment of all dues to JMRC first and then repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by JMRC.

8.4. Termination due to a Force Majeure Event

- 8.4.1. In case a Force Majeure Event subsists for a period of 6 (six) months or more within a continuous period of 365 days, either Party may in its sole discretion terminate this Agreement by giving 30days prior Termination Notice in writing to the other Party without being liable in any manner whatsoever except dues of Lessor before such Force Majeure event.



9. TERM AND TERMINATION

9.1. Term

9.1.1. This Agreement shall continue to operate and be binding on the Parties from the date of signing of Lease Agreement and until expiry of Lease Period/ extended Lease Period/ termination before end of Lease Period in accordance with the provisions of this Lease Agreement.

9.2. Termination due to Event of Default of Lessee

9.2.1. JMRC, in its sole discretion, may terminate this Agreement due to any of the following events of default by the Lessee (hereinafter called the "**Lessee Event of Default**"):

- a) Lessee has failed to perform or discharge any of its obligations including registration of lease agreement within 60 (Sixty) days of signing of Lease Agreement or any amendment to lease agreement as per clause 12.14 of this agreement, in accordance with the provisions of this Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to JMRC without any contributory factor of the Lessee;
- b) If at any time during the Lease Period, any payment including Annual Lease Premium and other applicable recurring charges, assessment, charge, lien, penalty or damage herein specified to be paid by the Lessee to JMRC, or any part thereof, shall be in arrears and unpaid for a continuous period of 60 (sixty) days;
- c) Material Breach by the Lessee and such breach is not remedied within 60 (sixty) days of receipt of written notice from JMRC specifying such breach and require the Lessee to remedy the same;
- d) A material failure by the Lessee or its Sub-Lessee etc. or its employees or agents or contractor(s) to design, build, finance, operate and transfer the Project Land in accordance with the terms and conditions of the Lease Agreement;
- e) Lessee has failed to submit renewed Performance Security, 60 (Sixty) days before expiry of validity of Performance Security ;
- f) Any representation made or warranties given by the Lessee under this Agreement is found to be false or misleading;



- g) Lessee has engaged or knowingly has allowed any of its employees, Sub-Lessee/Sub-Licensee, agents, contractor or representative to engage in any activity prohibited by JMRC/ law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement;
- h) Lessee has been adjudged as bankrupt or become insolvent;
- i) Lessee has created any encumbrance, charges or lien in favour of any person or agency, over the Project Land;
- j) A resolution for voluntary winding up has been passed by the shareholders of the Lessee;
- k) Any petition for winding up of the Lessee has been admitted and liquidator or provisional liquidator has been appointed or the Lessee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of JMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Lessee under this Agreement;
- l) Any other activity/ event which is forbidden under this Agreement or is in contravention or non compliance to the agreement or the RFP document and considered as event of default of Lessee.

9.2.2. In the event of default under clauses 9.2.1 above, the JMRC shall be entitled to terminate this Agreement at any point of time by giving 30 days' notice period or extended period (in its sole discretion) to the Lessee. After the termination notice period a Termination order shall be issued.

9.2.3. All such Sub-Lease/Sub-License agreements shall also stand terminated once this Agreement is terminated.

9.3. Termination due to Event of Default of JMRC/Lessor

9.3.1. Lessee, may terminate this Agreement due to any of the following events of default by the JMRC/Lessor (hereinafter called the "JMRC Event of Default"):



Any defect in the JMRC's title to and ownership and possession of the Commercial/Project Land which has a Material Adverse Effect on the implementation/ performance of the Project and such defect is not remedied within 120 (one hundred and twenty) days of receipt of written notice from the Lessee.

9.4. Termination for Force Majeure

9.4.1. The Agreement may be terminated for Force Majeure reasons as specified in Clause 8.4.

9.5. Termination – Lock-in Period

9.5.1. The Lessee may terminate this Agreement, after the expiry of the Lock-in Period of 10 Years subject to prior notice of 6 (six) months.

9.6. Suspension of Lease

9.6.1. Due to exceptional circumstances beyond the control of JMRC such as war, national calamity (flood, earthquake, etc.) extreme law and order problem etc., if the lease is temporarily suspended by JMRC, the JMRC shall convey temporary suspension of the lease in writing to the Lessee for which period, the Lessee shall fully or partially stop its activities as advised by the JMRC. Further no Annual Lease Premium and other recurring charges (if any) shall be payable during the period of suspension of lease on behalf of JMRC. Payment of utility bills of Project Land and payment to any third party, payment of taxes to competent authorities shall continue to be paid by Lessee during suspension period.

9.6.2. Due to the period under suspension if the time schedule gets extended, the Lease Period shall consequently be treated as extended up-to the duration of suspension or otherwise as deemed fit by JMRC, under the terms and conditions as laid out in the Lease Agreement.

9.6.3. If the lease is suspended by JMRC for a period of more than 180 days, the Lessee may seek termination of contract from JMRC after fulfilling all obligations.

9.7. Consequence of Termination of Lease Agreement



- 9.7.1. Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon Termination:
- i. 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 the Authority on 'as is where is' basis removing all moveable items without defacing the constructed premises. In case of failure of handing over the Commercial Space within the stipulated time mentioned above OR in its original condition, JMRC reserves the right to enforce the Performance Security, seek exemplary damages and compensation from Lessee.
 - ii. Lessee or Sub-Lessee/Sub-Licensee etc. shall cease to have any access to the Project Land.
 - iii. Lessee shall surrender all its rights on the Project Land. Lessee shall transfer all its rights and interest in or over the assets comprised in the Project Land which are required to be transferred to JMRC in accordance with this Agreement and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
 - iv. Project Land shall have been renewed and cured of all defects and deficiencies as necessary so that the Project Land is in accordance with the specifications & standards as per the terms of this Agreement and within the timelines as specified by JMRC.
- 9.7.2. It is hereby agreed between the Parties that the Lessee or the Sub-Lessee/Sub-Licensee or any other person acting through or under them shall ensure the removal of fixtures & furniture shall be done without causing any damage to the structure of the Project Land.
- 9.7.3. Both Parties shall at least 6 months prior to the expiry of the normal Lease Period or earlier determination as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid consequences of Termination.



- 9.7.4. The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of this Agreement on the Termination in entirety, and unless otherwise provided in this Agreement, the cost involved in the transfer contemplated shall be borne by Lessee only.
- 9.7.5. Each Party shall pay the other Party the various payments due as on the date of Termination in accordance with this Agreement as given below:
- i. Termination due to Force Majeure Event(s) OR Voluntary exit from Lease Agreement by Lessee after expiry of Lock-in Period of 10 Years and subject to notice of 180 days:**
 - a) Lessee shall make payment of all dues including Annual Lease Premium and other recurring charges, if any and payment of bills of all third parties/agencies associated with the Project pending till the date of termination, pending till the date of start of Force Majeure or till the date of vacation of subjected property in case of voluntary exit.
 - b) JMRC shall release/return the Performance Security submitted by Lessee after deduction of any due payable by Lessee to JMRC
 - ii. Termination due to Lessee's Event of Default:**
 - a) JMRC shall forfeit the Performance Security submitted by Lessee
 - b) Lessee shall make payment of all dues including Annual Lease Premium and other recurring charges, if any and payment of bills of all third parties/agencies associated with the Project, pending till the date of termination.
 - c) Lessee shall make all other Lawful payments as applicable.
 - iii. Termination due to JMRC's Event of Default:**
 - a) JMRC shall release/return the Performance Security submitted by Lessee after deduction of any due payable by Lessee to JMRC
 - b) Lessee shall make payment of all dues including Annual Lease Premium and other recurring charges, if any and payment of bills of all third parties/agencies associated with the Project, pending till the date of termination
- 9.7.6. Upon termination of Lease Agreement due to expiry of Lease Period/ extended Lease Period/ termination before end of Lease Period, the



Lessee shall be required to obtain "No Dues" Certificate from JMRC after making payment of pending dues to JMRC.

9.8. Rights of JMRC on Termination

- 9.8.1. Notwithstanding anything contained in this Agreement, JMRC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Lessee and/or Sub-Lessee/Sub-Licensee etc. In connection with the Project Land.
- 9.8.2. 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 Project Land and also legally enforce the eviction of Lessee from JMRC property.
- 9.8.3. At the time of handover, the developed building shall be on as is where is basis. In this case, JMRC shall examine the building and the lessee shall furnish a certificate from the lessee certifying that the building is free from structural damage and defects.

9.9. Right to re-market the said Project Land(s) on Termination

Notwithstanding anything contained in this Agreement, JMRC shall have exhaustive right to re-market the Project Land on Termination of this Agreement.

10. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- i. The provisions of this Agreement and the transaction shall, in all respects, be governed by, and construed in accordance with the laws of India.
- ii. The Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this Agreement.

10.1. Amicable Resolution



Save where expressly stated to the contrary in this Agreement, any dispute, difference, claim or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, (the "**Dispute**") shall in the first instance be attempted to be resolved amicably in accordance with this Clause. The representatives from senior management of the Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this 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. Such representatives shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute.

11. REPRESENTATIONS AND WARRANTIES, DISCLAIMER

11.1 Representations and Warranties of the Lessee

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

- 11.1.1 It is duly organized, validly existing and in good standing under the laws of India;
- 11.1.2 It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 11.1.3 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;
- 11.1.4 It has the financial standing and capacity to undertake the development of Project Land;
- 11.1.5 This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 11.1.6 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;

- 11.1.7 Any of its properties or assets are bound or affected;
- 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 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;
- 11.1.11 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 Necessary to make such representation or warranty not misleading;
- 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



all times comply and represent to the staff and labour employed / engaged by them the requirement for complying with Applicable Laws and Applicable Permits, particularly in relation to safety and environmental regulations.

11.2 Obligation to notify change

In the event that any of the representations or warranties made/given by the Lessee ceases to be true or stands changed, it shall promptly notify JMRC of the same.

12. MISCELLANEOUS

12.1 Restriction on Sale

12.1.1 That the Lessee shall not sell, transfer or otherwise dispose of the demised premises or its interest therein, during the entire Tenure of the lease hereby created or any renewal thereof (if any) without informing the Lessor. The Lessee agrees and undertakes that this Lease shall continue notwithstanding any sale of the demises premises by the Lessor during the Lease Term or any renewal thereof of the Lease.

12.2 Waiver

12.2.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii. shall not affect the validity or enforceability of this Agreement in any manner.

12.2.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party



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.

12.3.3 or arising out of such Termination.

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, Bhriugu 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 ions, as nearly as is practicable.

12.6.3 ons, as nearly as is practicable.

12.7 No Partnership

12.7.1 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 mnified in respect of the same.

12.11.3 f the same.

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



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 Project.

12.14 Registration of Agreement

Registration of Lease agreement shall be executed within 60 (Sixty) 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, lessee fails to Register the Lease agreement within 60 (sixty) days of signing of Agreement, JMRC may allow further 30 days at its own discretion to get it registered at Lessee's cost.

In case the registration of the Lease Agreement /amendment is not done within the 90 days of signing Lease Agreement/ amendment, it shall be treated as "Material Breach of Contract" in terms of Clause 9.2. Lessee shall be given 30 days' time to cure the defaults in terms of clause 9.3. 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.

12.15 General Conduct

The Lessee shall never carry out any activity which is illegal, is against JMRC or the Central Govt. or the State Govt. or any other state instrumentality, or Blatantly and unreasonably opposes the state policy or disturbs the cordial relations with friendly nations.

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



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



Signature of the Authorised Signatory of the Bidder

Schedule-A: Format of Performance Security

(To be issued by a Scheduled Commercial Bank in India on non-judicial stamp paper of appropriate value as per prevailing rules and payable at Jaipur)

BANK GUARANTEE NO.[_____]

dated [_____]

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

This Deed of Guarantee made on this day of [_____] (month & year) by [_____] a financial institution incorporated under the [_____] Act and having its registered office at [_____] and Corporate office at [_____] and Branch/Zonal office at [_____] (Name and address of Bank) (hereinafter referred to as "the **Bank**" or "the **Guarantor**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)) of the one part.

In favor of Jaipur Metro Rail Corporation Limited (hereinafter called as "**JMRC**", having its registered office at 2nd floor Admin Building, Metro Depot, Bhriagu Path, Mansarovar, Jaipur (Rajasthan)- 302020 which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), of the other part.

Whereas JMRC has accepted the Bid of M/s [_____] (hereinafter referred to as the "**Lessee**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) having its registered office at [_____] for development of Land adjacent to Civil Lines Metro Station of JMRC

And Whereas the Lessee under the terms of Lease Agreement is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs [_____] (Rupees [_____] Only) as Performance Security and has thus requested the Bank to issue the said Bank Guarantee in favor of the JMRC.

And whereas, accordingly the Bank has agreed to guarantee to JMRC the obligations of the Lessee under the terms of the Lease Agreement, on the terms and conditions stated herein.



NOW THIS GUARANTEE HEREBY WITNESS:

1. The Bank, as primary obligor, on receipt of a written demand from JMRC, shall pay on the same day to JMRC the aforementioned amount of Security Deposit or part thereof, without demur, reservation, contest, recourse whatsoever and without need for ascribing any reason to the demand and without any reference to the Lessee. Any such demand made by JMRC shall be conclusive, final and binding on the Bank and the Bank shall pay the amount so demanded without demur notwithstanding any dispute/disputes raised by the Lessee in any suit or proceedings pending before any Court, tribunal or arbitrator/s relating thereto and the liability of the Bank under this guarantee shall be absolute and unequivocal.
2. This Guarantee shall be valid upto dd/mm/yyyy [_____]years from the date of issuance of LoA) against any dues payable by the Lessee to the JMRC and shall not be revoked by the Bank at any time without JMRC's prior consent in writing. Further the Bank shall be liable to pay the guaranteed amount or part thereof under this guarantee only and only if JMRC serves upon the Bank a written claim or demand on or before dd/mm/yyyy.
3. This Guarantee is unconditional and irrevocable till such time JMRC discharges this guarantee by issuing a letter to the Bank in this behalf.
4. The Bank undertakes to pay the amount mentioned herein as principal debtor and not a surety and the JMRC at its option, shall be entitled to enforce this guarantee during its currency against the Bank, as a principal debtor in the first instance, without proceeding against the Lessee and notwithstanding any security or other guarantee that the JMRC may have in relation to the Lessee's liabilities.
5. The Bank shall not be relieved from its obligations under this Bank Guarantee on account of any variations in the terms and conditions of the Lease Agreement or by extension of time granted to the Lessee or due to any postponement / non-exercise / delayed exercise of any of its rights by JMRC against the Lessee or omission on the part of JMRC or any indulgence by JMRC to the Lessee to give such matter or thing whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank.



6. The expression "Lessee", "Bank" and "JMRC" hereinbefore used shall include their respective successors and assigns. Also, the Guarantee shall not be affected by any change in the constitution of the Lessee or of the Bank.
7. Notwithstanding anything contained herein:
- a) The Bank liability under this bank guarantee shall not exceed Rs [_____] (as mentioned in the RFP Document.
 - b) This Bank guarantee shall be valid upto dd/mm/yy
 - c) The Bank is liable to pay the guaranteed amount or part thereof only and only if the JMRC serves upon the Bank a written claim or demand on or before dd/mm/yy. (___ years from the date of issuance of LOA)

IN WITNESS WHEREOF I/We of the Bank have signed and sealed this guarantee on the [_____]day of [_____], 2024 being herewith duly authorized.

For and on behalf of the [_____] Bank.

Signature of Authorized Bank Official: [_____]

Name: [_____]

Designation: [_____]

Stamp/Seal of the Bank: [_____]

